

**CROWN EMPLOYEES (ROADS AND MARITIME SERVICE
DIVISION OF THE GOVERNMENT SERVICE OF NEW SOUTH
WALES - SALARIED STAFF) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 250 of 2012)

Before The Honourable Mr Justice Staff

27 September 2012

REVIEWED AWARD

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1. Definitions

- (1) "Agency" or "RMS" shall mean the Roads and Maritime Service Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act 2002 (NSW)*.
- (2) "Employee" shall mean a person employed by the Agency under Section 4B(3) of the *Public Sector Employment and Management Act 2002 (NSW)* and covered by this award.

- (3) "Association" shall mean the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (4) "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

2. Hours of Duty

This clause does not apply to employees who are subject to the following clauses:

Clause 10 - Additional Conditions for Motor Registry and Telephone Customer Service Centre Staff
Clause 11 - Additional Conditions for DRIVES Help Desk Staff
Clause 12 - Additional Conditions for Work Support Officers

- (1) The ordinary hours of duty to be observed shall be from 8.30am to 4.30pm on five days per week, Monday to Friday inclusive. The approved lunch break shall be taken between noon and 2.00pm daily.

Provided that:

- (a) By agreement with the Association in respect of employees the same number of hours daily may be worked at any time between 7.00am and 5.30pm.
 - (b) Employees, so directed, shall work the hours normally worked by employees on field works as provided for in subclause (5) of clause 3, Overtime.
 - (c) The hours of duty to be observed by employees engaged on shift work in Head Office shall be as prescribed in clause 4, Shift Work.
 - (d) Where it has been the practice to work a lesser number of hours by particular classifications of employees, that practice shall continue.
- (2) Where approval has been given for employees to observe flexible working hours, the "House Rules" promulgated by the Agency from time to time shall apply.

Generally, the hours of duty to be observed by employees are:

- (a) Bandwidth 7.30 am to 5.30 pm unless otherwise approved.
 - (b) Core time 9.30 am to 3.30 pm.
 - (c) Lunch break to be taken between noon and 2.00 pm.
 - (d) Contract hours in each four-week settlement period will be 140 hours.
- (3) The hours of duty to be observed by employees engaged on shift work shall be as prescribed in clause 4, Shift Work.
 - (4) Works Supervisors and Surveillance Officers who work on their normal accrued day off shall be entitled to claim overtime at Saturday rates (that is, time and one-half for the first two hours and double time rates thereafter) for the hours worked. In addition, Works Supervisors and Surveillance Officers shall be entitled to an alternative paid day off in the next four-week cycle. Provided that agreement is reached between the employee(s) concerned and local management, up to four ADOs may be accumulated in keeping with recent changes to award conditions concerning ADOs for wages employees generally.
 - (5)
 - (a) The ordinary working hours of Traffic Supervisors shall be 38 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.

The accrued day off is to be subject to management prerogative to best suit the working needs of the organisation. Provided the accrued day off is to be taken between Monday and Friday (inclusive) during the day shift.

The ordinary working hours of employees shall not exceed eight per day to be worked in a maximum of ten shifts per fortnight; provided that not more than six 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 twenty-four hours. The times between which the ordinary hours may be worked may be altered by agreement between the Agency or its representative and the Association.

- (b) Where the agreed accrued day off prescribed by paragraph (a) of this subclause, 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 the Agency or its representative and the employee.
- (c)
 - (i) Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
 - (ii) 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.
- (d) An employee who has not worked, or is not regarded by reason of paragraph (c) of this subclause 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.
- (e)
 - (i) The accrued day off prescribed in paragraphs (a) and (b) of this subclause shall be taken as a day off provided that the day may be worked where that is required by the Agency or its representative and circumstances, in which case in addition to accrued entitlements the employee shall be paid at the rate of time and one-half for the first two hours and double time thereafter: or
 - (ii) Where agreement is reached between the Agency 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 subparagraph (i) of this paragraph.
 - (iii) Where an employee works on the accrued day off in accordance with subparagraph (i) of this paragraph, the employee may elect to have another day off in substitution therefore 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 organisation and that in such cases the accrued entitlements are transferred to the substituted day off.
- (f) The conditions contained in paragraphs (b) to (e) of this subclause shall also apply to shift workers by substituting the word "shift" for "day" in each case.

2A. Lactation Breaks

- 2A.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.
- 2A.2 A full time staff member or a part time staff member 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.
- 2A.3 A part time staff member 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.
- 2A.4 A flexible approach to the timing and general management of lactation breaks must be taken by the staff member 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 staff member.
- 2A.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.
- 2A.6 Where it is not practicable to provide the appropriate space or facilities, discussions between the manager and the staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactating needs.
- 2A.7 The manager and staff member 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 2A.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.
- 2A.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 clause 2A9), and
 - (c) must be at a time that is mutually convenient to both the employee and the RMS
- 2A9 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 subclause 9K (Sick Leave) of this Award, or access the flexible working hours scheme provided in clause 2 (Hours of Duty) of this Award, where applicable.

3. Overtime

This clause applies to employees subject to the conditions contained in the following clauses:

Clause 10 - Additional Conditions for Motor Registry and Telephone Customer Service Centre Staff

Clause 11 - Additional Conditions for DRIVES Help Desk Staff

Clause 12 - Additional Conditions for Work Support Officers

(1)

- (a) Overtime shall mean all time worked before or after the hours of duty provided under subclause (1) of clause 2, Hours of Duty, whether worked by direction of the Agency or a responsible employee acting on behalf of the Agency in the performance of work which, from its character or from special circumstances, cannot be performed during the ordinary working hours of the office to which the employee is attached, or of the work on which they are engaged.

Provided that for employees observing flexible working hours, payment of overtime will be made only for approved work performed outside the bandwidth.

- (b) The Agency 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 Agency regarding the working of overtime, and by the employee of their intention to refuse the working of overtime; or
- (v) any other relevant matter.

(2) Except as provided in clause 4, Shift Work, payment for overtime to employees shall be made the following rates:

- (a) For all time worked before the usual commencing time and after the usual ceasing time, Monday to Friday, at the rate of time and one-half for the first two hours and double time thereafter until relieved from duty.
- (b) For all time worked on Saturdays, at the rate of time and one-half for the first two hours and double time thereafter.
- (c) For all time worked on Sundays, at double ordinary rates.
- (d) For all time worked on public holidays at the rate of double time and one-half.
- (e) An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (f) An employee who is called out for emergency duty other than on days provided in paragraph (e) of this subclause, shall be paid a minimum payment of three hours work at overtime rates, provided that the hours paid for do not overlap with the employee's normal hours of duty.

Provided that:

- (i) Overtime rates shall not be paid for periods of less than one quarter of an hour.
- (ii) Where a working period extends beyond 2.00pm on Saturdays, Sundays or public holidays, or for one and one-half hours after the regular finishing time on normal working days, at least 30

minutes shall be taken for meals. The meal break shall not be regarded as overtime and a meal allowance as provided in Part A, Meal Allowances of clause 6, Allowances, shall be paid.

(3) For the purpose of calculating the hourly rate, the following formula shall be used:

(a) Where the luncheon period has been regularly extended to one hour (i.e. 3/4 hour plus 15-minute concession):

$$\text{Annual Salary} \quad \times \quad \frac{7}{365.25} \quad \times \quad \frac{1}{35}$$

(b) Where the luncheon period has not been so extended:

$$\text{Annual Salary} \quad \times \quad \frac{7}{365.25} \quad \times \quad \frac{1}{36.25}$$

(4) An employee who works 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 time so worked, as calculated in accordance with subclause (2) of this clause.

Provided that:

(a) Leave in lieu of payment shall be taken at the convenience of the Agency.

(b) Such leave in lieu shall be taken in multiples of a quarter-day only.

(c) The maximum period of leave in lieu that may be allowed in respect of any one period of overtime worked shall be one day.

(d) 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.

(e) An employee shall be entitled to payment for the balance of any entitlements not taken as leave in lieu.

(5) Notwithstanding the provisions of this clause, the following employees shall not, without the special approval of the Agency, be paid for any overtime worked by them, viz.:

(a) Employees who are paid a special allowance in lieu of overtime.

(b) Administrative and clerical employees whose salary, and allowance in the nature of salary, exceed that of the top step of USS Grade 9.

(c) Employees engaged on field works who are directed to work 38 hours per week shall be paid a loading at the rate of 8.5 per cent of salary; provided that overtime shall be paid for time so worked in excess of 8 hours on any one day or 40 in any one week, or outside that spread of hours normally worked by employees on field works.

(d) The loading referred to in subclause (c) shall apply to all periods of paid leave and be taken into account in the calculation of annual leave loading and overtime payments.

The loading shall be taken into account in the calculation of the monetary value of long service leave on termination of service where an employee is in receipt of the loading on the day preceding termination.

(6) For the purpose of computing overtime payment to an employee whose starting and finishing times have been fixed at times other than 8.30 am and 4.30 pm respectively under an agreement made pursuant to clause 2, Hours of Duty, the times specified in subclause (2) shall be advanced or retarded, as the case

may be, by a period equivalent to the period by which the commencing time as fixed is earlier or later than 8.30 am.

- (7) Payment of overtime for shift work on field works shall be made at the following rates:
- (a) Subject to paragraph (b) of this subclause all time worked in excess of the hours worked daily or weekly by employees on field works working normal hours Monday to Friday, between midnight Sunday and midnight Saturday shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
 - (b) An employee 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 had 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.
 - (c) Any work carried out on Sundays shall be paid for at the rate of double time.
 - (d) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
 - (e) An employee who works overtime on Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours at the appropriate rates.
 - (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break, and to the allowance for tea money prescribed in clause 8, Allowances. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon or night shift shall be of 30 minutes duration and shall be paid for as time worked.
 - (g) An employee required to work a shift on a day on which they have been rostered off shall be paid at overtime rates in accordance with paragraphs (a), (c) or (d) of this subclause.

Unless the employee concerned has been notified at least 24 hours in advance, one meal allowance shall be paid for during such shift at the rate prescribed for tea money in clause 6, Allowances.

4. Shift Work

This clause does not apply to employees who are subject to the following clauses of this award:

Clause 10, Additional Conditions for Motor Registry and Telephone Customer Service Centre Staff

Clause 11, Additional Conditions for DRIVES Help Desk Staff

Clause 12, Additional Conditions for Work Support Staff

This clause applies to employees subject to clause 13, Additional Conditions for Work Support Officers of this award.

A. Head Office

- (1) For the purpose of this clause:

"Day shifts" shall be those shifts worked between 7.00 am and 5.00 pm Monday to Friday.

"Afternoon shifts" shall be those shifts commencing at or after noon Monday to Friday.

"Night shifts" shall be those shifts finishing at or before 10.00 am Monday to Friday.

"Continuous work" means work carried out with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Agency.

(2) Hours of Duty shall be as follows:

- (a) The ordinary working hours for day shifts shall not exceed those worked daily or weekly by other employees working normal hours Monday to Friday. 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.

- (b) 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.

- (c) No employee shall be required to work more than five consecutive hours without a meal break.

(3) Payment for Shift Work:

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

- (b) Payment for afternoon shift shall be at the employee's ordinary rate of pay plus 12½ per cent.

- (c) Payment for night shift shall be at the employee's ordinary rate of pay plus 15 per cent.

- (d) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one-half of the employee's ordinary rate of pay.

- (e) Payment for all ordinary time worked on a Sunday shall be paid for at the rate of double time of the employee's ordinary rate of pay.

(4) Shift Rosters

- (a) Employees shall be rostered to work shifts on a rotating basis as required by the Agency provided that not more than five consecutive shifts shall be worked in seven consecutive days.

- (b) Wherever reasonably practicable notice shall be given of shifts to be worked at least seven days in advance. Rotating shifts shall rotate weekly commencing Monday. Where three shifts per day are being worked the order or rotation shall be from day shift to night shift, from night shift to afternoon shift and from afternoon shift to day shift.

- (c) 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 at their own request or by agreement between the employee concerned and the Agency. Should an employee be required to work afternoon and/or night shift for more than two consecutive working weeks (other than at their own request or by agreement between the employee concerned and the Agency) the employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon and/or night shift in excess of two consecutive weeks until the shifts are rotated.

(5) Payment of Overtime - Payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (b) of this subclause, all time worked in excess of the hours worked daily or weekly by other Head Office staff working normal hours Monday to Friday, between midnight Sunday and midnight Saturday shall be paid for at the rate of time and one-half for the first two

hours and double time thereafter based on the employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.

- (b) An employee 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 they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time until 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.
- (c) Any work carried out on Sundays shall be paid for at the rate of double time.
- (d) Any work carried out on public holidays shall be paid for at the rate of double time and one-half and for employees engaged on continuous work, any work carried out on public holidays shall be paid for at the rate of double time.
- (e) An employee who works overtime on Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (i) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the allowance for tea money, prescribed in clause 2, Hours of Duty. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon or night shift shall be of 30 minutes duration and shall be paid for as time worked.
- (ii) An employee required to work a shift on a day on which they have been rostered off shall be paid at overtime rates in accordance with paragraphs (a), (c) or (d) of subclause (5).
- (iii) Unless the employee concerned has been notified at least twenty-four hours in advance, one meal allowance shall be paid for during such shift at the rate prescribed for tea money in clause 6, Allowances.
- (iv) An employee rostered off on a public holiday shall be credited with a days recreation leave for each such day, provided that a six or seven-day shift roster is in operation.
- (v) An employee employed under this clause and working a six or seven-day week three-shift roster shall be credited with an additional five days' recreation leave per annum. This leave shall accrue at the rate of 5/12 of a day for each complete month that an employee so works.

B. Employees on Field Work

(1) Hours

- (a) The ordinary working hours for day shifts shall not exceed those worked daily or weekly by employees on field works working normal hours Monday to Friday. 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.

- (b) The ordinary working hours for afternoon and night shifts shall not exceed those worked daily or weekly by other employees on field works 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.

- (c) No employee shall be required to work more than five consecutive hours without a meal break.

(d) The following additional provisions will apply to employees whose ordinary working hours are thirty-eight per week:

(i) Employees engaged for work under the terms of this subclause 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) prescribed in paragraphs (a), (b), (c) and (d) of subclause (2) Payment of Part C, Employees on Field Work of this clause.

(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 subparagraph (ii) of this paragraph 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) The Agency and employees working under the terms of this subclause shall agree upon arrangements 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 where the Agency for emergency reasons requires an employee to work on the rostered shift off, the employees 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 clause 3, Overtime.

(2) Payment

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

(b) 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.

(c) If three shifts are worked, the third (night) shift shall be paid for at the rate of time and one-quarter.

(d) 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.

(e) 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.

(f) Shift work hours shall be worked between Monday and Friday inclusive. Time worked on a Saturday, Sunday or a public holiday shall be paid for at overtime rates; provided that an ordinary night shift commencing before and extending beyond midnight Friday shall be regarded as a Friday shift.

(g) An employee shall be given at least 48 hours notice of a requirement to work shift work.

(h) Notice of any alteration to shift hours shall be given to the employee not later than ceasing time of the previous shift.

- (i) No employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.
- (3) Rosters
- (a) Where the arrangement for working shifts requires employees to be rostered to work shifts on a rotating basis not more than five consecutive shifts shall be worked in seven consecutive days.
 - (b) Wherever reasonably practicable notice shall be given of shifts to be worked at least seven days in advance. 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.
 - (c) 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 at the employee's own request or by agreement between the employee concerned and the Agency. Should an employee be required to work afternoon and/or night shift for more than two consecutive working weeks (other than at the employee's own request or by agreement between the employee concerned and the Agency), the employee shall be paid at the rate of time and one-half of the ordinary time worked on afternoon and/or night shift in excess of two consecutive weeks until the shifts are rotated.

5. Increments

- (1) Except in the case of promotion from one classification to another, an employee shall not be entitled to an increase in their rate of salary until they have received that rate for a period of twelve months.
- (2) Any increments under this award may be withheld or the salary of any employee may be reduced in any case where, on account of the employee's inefficiency or misconduct in an official capacity, the Agency is of the opinion that such increments should not be paid or that the salary of such employee should be reduced.

Provided that an employee whose salary is reduced or from whom an increment is withheld shall, within thirty days of the reduction taking effect or the increment becoming due, be furnished with a statement in writing of the reason for withholding the increment or for the reduction in salary. The provisions of clause 16, Appeals in Respect of Salary, Grade or Classification, shall then apply.

Periods of leave without pay where the total period of absence in any one year exceeds five days shall not count as service for increment purposes.

Nothing included in this clause shall preclude the reference of matters by the Association or the Agency to the NSW Industrial Relations Commission.

6. Allowances

A. Meal Allowances

- (1) Meal 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 expense in obtaining the meal.

- (b) Employees shall receive meal allowances at the rates contained in Item 1 of Table B, Rates - Allowances, 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 not be entitled to a lunch allowance.
 - (iii) Evening meal - the allowance may only be claimed when the meal is taken after 6:30pm.

(2) Meal Allowance - Overtime

- (a) Subject to clause 3, Overtime, where an adequate meal is not provided by RMS, an employee will be paid a meal allowance for meal breaks taken, provided that:
 - (i) the performance of the work concerned at that time was necessary;
 - (ii) the employee incurred expenditure in obtaining the meal;
 - (iii) where the employee was able to cease duty for at least 30 minutes before or during the working of overtime they did so; and
 - (iv) the employee resumed duty after the meal break, unless there are acceptable reasons for a meal to be taken at the end of an overtime period.
- (b) Employees shall receive meal allowances at the rates contained in Item 2 of Table B, Rates - Allowances and subject to the following provisions:
 - (i) Breakfast - employees are required to commence work at or before 6am and at least one hour before the prescribed starting time.
 - (ii) Lunch - employees are required to work on any Saturday, Sunday or state-wide public holiday and their prescribed starting time is
 - not later than 8.30am and they are required to work until or beyond 1.30pm; or
 - later than 8.30am and they are required to work until or beyond 2pm.
 - (iii) Evening meal - when employees are required to work until or beyond 6pm on a normal working day, an evening meal allowance will be paid to employees who
 - work under a flexible working hours arrangement and work for more than eight and one-half hours, excluding the lunch break on that day;
 - do not work under a flexible working hours arrangement and whose prescribed starting time is not later than 8:50am, work for at least one and one-half hours after the prescribed ceasing time.

B. Travelling, Field and Lodging Allowances

(1)

- (a) This subclause applies to employees who:

- (i) are required to proceed on duty away from their normal headquarters;
 - (ii) cannot return to their normal headquarters on the day of departure; and
 - (iii) do not permanently change their headquarters.
- (b) For the purposes of this subclause, travelling allowance will be calculated at the hourly rate of the relevant sustenance allowance as set at Item 3 of Table B, Rates - Allowances.
- (c) The need to obtain overnight accommodation will be determined by RMS, having regard to the safety of the employee travelling on official business 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 workplace, overnight accommodation will be appropriately granted.
- (d) Employees who are required to stay in overnight accommodation will receive the rate for that region as set at Item 3 of Table B, Rates - Allowances. The allowance will be reduced to 50% of the relevant rate for employees who remain in a region for more than 35 days and up to a period of six months.
- (e) Employees who wish or are directed to claim actual and reasonable expenses while staying in overnight accommodation will be entitled to an 'Incidentals' allowance as set at Item 4 of Table B, Rates - Allowances.
- (f) Sustenance allowance will be calculated from the time of departure from:
- (i) their normal headquarters;
 - (ii) their normal place of residence where they travel directly from their normal place of residence; or
 - (iii) another temporary work location.
- (g) Employees who are sent from one temporary work location to another will continue to be entitled to the relevant allowance, provided that the distance between their headquarters and the subsequent temporary work location is sufficient to make it necessary to continue such arrangements.
- (h) Subject to paragraph (f) of this subclause, where the allowance for overnight accommodation at the subsequent temporary work location(s) is a different rate than that for the previous temporary work location, employees will receive the relevant rates based on the times of departure from each location. Methods for calculation of sustenance allowance for employees travelling between different locations are contained in the RMS Expenses and Allowances Policy (as varied from time to time).
- (i) Sustenance allowance is not payable in respect of:
- (i) any period during which employees return to their residence on weekends or public holidays, from the time of arrival at the residence until the time of departure;
 - (ii) any period of leave, except with the approval of RMS, or as otherwise provided by Part B, Travelling, Field and Lodging Allowances of this clause; or
 - (iii) any other period during which employees are absent from the temporary work location, otherwise than on official duty.
- (j) For the purposes of this clause, 'Sydney' means the area bounded by Palm Beach and Cowan in the north, St Marys in the west and Catherine Fields and Heathcote in the south. Notwithstanding this definition, employees in receipt of an allowance for overnight

accommodation, are expected to find accommodation as close as possible to the temporary work location which they are attending.

- (k) Employees who return from a temporary work location after more than 35 days and less than six months' lodging will be paid for their travelling at the hourly rate of the relevant 35 days or less allowance. Travelling will be calculated from the time of departing the temporary work location to the time of arrival at their headquarters or normal place of residence.
 - (l) Where the sustenance or meal allowance claimed under subclause (1) of Part A, Meal Allowances or Part B, Travelling, Field and Lodging Allowances of this clause is deemed
 - (i) insufficient to adequately reimburse an employee for expenses properly and reasonably incurred, a further amount may be paid to reimburse the employee for the additional expenses incurred; or
 - (ii) in excess of the amount which would adequately reimburse an employee for expenses properly and reasonably incurred, RMS may reduce the allowance to that which would reimburse the employee for expenses incurred properly and reasonably.
 - (m) Payment of any actual expenses will be subject to the production of receipts, unless RMS is prepared to accept other evidence from the employee concerned.
- (2)
- (a) Employees who perform official duty at a temporary location may be directed to lodge in accommodation organised and provided by RMS.
 - (b) Where RMS does not provide meals, employees will be reimbursed meal expenses actually and reasonably incurred during the time spent away from their residence to perform that duty.
 - (c) Employees staying in RMS-provided accommodation will receive an 'incidentals' allowance at the rate set at Item 4 of Table B, Rates - Allowances.
- (3) In the case of employees whose duties require them to proceed from their headquarters to the field for a period of one week or more and who are within reasonable travelling distance from their headquarters at weekends (reasonable travelling distance from Sydney being within the area bounded by Newcastle, Singleton, Bowenfels, Yass and Nowra), their claims for field and lodging allowances are to be calculated as follows:
- (a) Travelling allowance will be paid from time of departure from headquarters to time of arrival at a new location and on return journeys to headquarters. Where, with approval, an employee uses a private vehicle, travelling allowance shall not exceed the allowance which would have been payable had the employee travelled by the appropriate mode of public transport.
 - (b) Lodging allowance will be paid at the rate in accordance with the above provisions, on the basis of reasonable actual cost plus \$15.45 per day subject to the production of receipts from time of arrival at a new location until time of departure, which normally would be Monday to Friday, respectively.

If it is necessary to obtain accommodation on a weekly basis in order to preserve continuity of accommodation, the reasonable actual cost plus \$15.45 per day will be paid if this cost should exceed the allowance payable under this award from time of arrival to time of departure each week. Where the actual cost is being claimed, expenses must be supported by receipts.
 - (c) Journeys each week to and from one location will be regarded as separate trips for the purpose of calculating travelling, field and lodging allowances.
 - (d) Return rail warrants will be issued each week to enable the employee concerned to return to headquarters at weekends.

Where approval is given for an employee to travel by private conveyance the employee shall be granted the equivalent cost of rail fares or fares by the recognised mode of public transport. Provided that the employee may be required to produce evidence that the journey was actually made in a private conveyance.

Employees whose duties require them to proceed from their headquarters to the field, and who are not within reasonable travelling distance from their headquarters at weekends, may return and have their fares paid to their headquarters at the intervals and under the conditions set out hereunder:

(i) Where the distance to be travelled from the field to their headquarters is such that the issue of rail warrants (including sleepers) will enable employees to travel in their own time to spend 48 hours at their headquarters:

(1) Employees with dependants after four weeks absence from headquarters shall be issued with one first-class return rail warrant (including sleepers). Thereafter one first-class return rail warrant (including sleepers) will be issued each four weeks. Alternatively, one economy class return rail warrant may be issued each two weeks.

(2) Employees without dependants after eight weeks absence from headquarters shall be issued with one first-class return rail warrant (including sleepers). Thereafter, one first-class return rail warrant (including sleepers) will be issued each eight weeks. Alternatively, one economy return rail warrant may be issued each four weeks.

(ii) Where the distance to be travelled from the field to their headquarters by the shortest practicable route is such that employees are unable to travel in their own time to spend 48 hours at their headquarters:

(1) Employees with dependants after four weeks absence from headquarters shall be issued with one first class return rail warrant (including sleepers) and shall be granted special leave not exceeding two days (normally Friday and/or Monday) each four weeks.

(2) Employees without dependants after eight weeks absence from headquarters shall be issued with one first class return rail warrant (including sleepers) and shall be granted special leave not exceeding two days (normally Friday and/or Monday) each eight weeks.

Provided that the Agency may, having regard to the period of absence from duty necessitated by rail travel, elect to provide transport by air.

(iii) Those employees who, in accordance with subparagraphs (i) and (ii) of this paragraph, return to their headquarters after the specified period of absence has elapsed will be entitled to the following additional expenses and conditions:

(1) Travelling time as provided in subclause (1) of this clause.

(2) Each journey will be regarded as a separate trip for the purpose of calculating field and lodging allowances.

(iv) Where an entitlement to the issue of travel warrants exists in accordance with the provisions of subparagraphs (i) and (ii) of this paragraph, an employee may travel by other forms of conveyance subject to approval and be granted the equivalent cost of rail fares (including sleepers) or fares by the recognised mode of public transport, subject to production, on request, of evidence that the journey was actually made: provided that the period of absence from duty shall not in any case exceed the period which would be required if the journey was made by the form of public transport approved.

C. Allowances to Transferred Employees

- (1)
 - (a) This clause shall apply to all transfers except:
 - (i) Transfers made at the request of the employee within a period of two years of taking up duty at their previous headquarters.
 - (ii) Transfers to a new headquarters within 34 km of an employee's previous headquarters.
 - (iii) Transfers by reason of official misconduct.
 - (b) Where special circumstances exist and the Agency so approves, this clause shall apply to a transfer within the meaning of subparagraphs (i) or (ii) of paragraph (a) of this subclause.
- (2) Where an employee is transferred from one headquarters to another the employee shall be paid a travelling allowance at the rate per hour set out in Part B, Travelling, Field and Lodging Allowances of this clause until the time of their arrival at the new headquarters and thereafter the appropriate allowance or allowances set out hereunder:
 - (a) An employee required to occupy camp or local quarters in the field shall be paid the relevant accommodation allowance prescribed in the said Part B, for employees in camp or local quarters.
 - (b) Where the Agency is prepared to meet the expense of transferring the dependants of an employee, but does not provide a residence, and because of inability to secure a residence or for any other reason accepted by the Agency, the employee finds it necessary while separated from their dependants to go into lodgings while waiting to take up occupation of their new residence, then the relevant accommodation allowances as set out in the said Part B, shall be paid for the period of such lodging, but not for any period in excess of eight weeks.
 - (c) For the period beyond the first eight weeks after arrival at a new location, a transferred employee who is separated from their dependants under circumstances set out in paragraph (b) of this subclause, shall be recouped actual and reasonable out-of-pocket expenses less an amount set at Item 5 of Table B, Rates Allowances, per week subject to the production of receipts. Such recoupment shall be limited to a period not exceeding six months, except with the special approval of the Agency.
 - (d) An employee who is separated from their dependants under circumstances set out in paragraphs (a), (b) and (c) may return and have the fares paid to their home at the intervals and under the conditions set out hereunder:
 - (i) After four weeks absence from home one first class return rail warrant (including sleepers) will be issued. Thereafter, one first class return rail warrant (including sleepers) will be issued each four weeks. Alternatively, one economy class rail warrant may be issued each two weeks. In either case the employee shall travel in their own time.
 - (ii) Where, owing to the distance to be travelled it is not possible for an employee to travel in their own time to spend 48 hours at home, the employee will, after four weeks absence from home, be issued with one first class return rail warrant (including sleepers) and be granted special leave not exceeding two days (normally Friday and Monday) each four weeks. Alternatively, the Agency may, having regard to the period of absence from duty necessitated by rail travel, elect to provide transport by air.
 - (iii) An employee entitled to the issue of travel warrants under the provisions of subparagraphs (i) or (ii) of this paragraph may travel by other forms of conveyance subject to approval and be granted the equivalent cost of rail fares (including sleepers). The period of absence from duty shall not in any case exceed the period which would be required if

the journey was made by the recognised form of public transport. If the journey was actually made in their own motor vehicle, the employee may be required to produce evidence to this effect.

- (iv) If the employee's new headquarters are within reasonable travelling distance of their previous headquarters, as defined in the said Part B, the conditions set out in that Part will apply.

(e)

- (i) Where the Agency is prepared to meet the expense of transferring the dependants of an employee, but does not provide a residence, and because of inability to secure a residence or for any other reason accepted by the Agency the employee finds it necessary to go into temporary accommodation with his/her dependants while waiting to take up occupation of a residence, then the employee shall be recouped, subject to the production of receipts, three-quarters of the actual and reasonable expenses so incurred by the employee and dependants within a period of eight weeks of their arrival at the new headquarters.

Prior approval of the Agency is to be sought where, having regard to the special circumstances involved, any reimbursement beyond this period is considered necessary.

- (ii) Where the Agency is prepared to meet the expenses of transferring an employee without dependants, but does not provide a residence, and because of inability to secure permanent accommodation or for any other reason accepted by the Agency the employee finds it necessary to go into temporary lodgings while waiting to take up occupation of permanent accommodation, then the employee shall be recouped, subject to the production of receipts, 50 per cent of the actual and reasonable expenses so incurred for a period up to four weeks from the date of the employee's arrival at the new headquarters subject to the maximum allowance so payable not exceeding the amount set at Item 6 of Table B, Rates - Allowances, per week.

Prior approval of the Agency is to be sought where, having regard to the special circumstances involved, any reimbursement beyond this period is considered necessary.

- (f) Where the Agency is not prepared to meet the expense of transferring the dependants of an employee and such employee finds it necessary to go into camp, local quarters or lodgings at the new location the relevant accommodation allowance set out in Part B, Travelling, Field and Lodging Allowances, shall apply.

- (g) Where an employee is in receipt of an accommodation allowance under the provisions of paragraph (f) of this subclause they shall be entitled to the issue of travel warrants and the granting of special leave as prescribed in paragraph (d) of this subclause.

(h)

- (i) When an employee is transferred from one headquarters to another under circumstances which require them to change their place of residence and necessitate removal of normal household furniture and effects, the following additional allowance shall be paid:
The amount set at Item 7(b) of Table B, Rates - Allowances, where the household furniture and effects are of not less value than the amount set at Item 7(a).

The amount set at Item 7(c) of Table B, Rates - Allowances, where the household furniture and effects are of not less value than the amount set at Item 7(a).

- (ii) In the event of a transferred employee changing their place of residence and not being eligible to receive the allowance referred to under subparagraph (i) above, the amount set at Item 7(d) of Table B, Rates - Allowances shall be paid.

- (i) Where an employee and spouse, who is also an employee, are both transferred to the same new headquarters which necessitates a change in place of residence the Agency's prior approval is to be sought regarding their leave and expenses entitlements as transferred employees.

(3)

- (a) Where an employee already owning their home is transferred under circumstances where the Agency is prepared to meet the cost of transferring their dependants and effects, and sells the home at the then headquarters for the purpose of purchasing a home or land upon which to erect a residence at the new headquarters the employee shall, subject to the conditions prescribed in subparagraph (ii) of this paragraph, be entitled to reimbursement of the following expenses incurred in such transactions:

- (i) where the employee has engaged a Solicitor to act for them in those transactions, the Solicitor's professional costs and disbursements in respect of such transactions which are limited to Schedule 1 under the Conveyancing Act;
- (ii) stamp duty paid in respect of the purchase of the residence or land at the employee's new location, and in respect of any mortgage entered into or discharge of mortgage in connection with such transactions;
- (iii) fees paid in respect of the registration of transfer and mortgage;
- (iv) where the employee has engaged an estate agent to sell the residence at the former location, the commission paid to the estate agent in respect of such sale.

(b)

- (i) Reimbursement of expenses under this clause shall only be made where the sale of the employee's former residence and the purchase of either a residence or land upon which to erect a residence at their new location are effected within a period commencing not earlier than six months prior to the employee's transfer and ending not more than four years after such transfer.
- (ii) A transferred employee owning a residence at a former location but who has taken up rented accommodation on transfer shall be regarded as covered by the provisions of this award relating to the reimbursement of conveyancing and incidental costs on a subsequent transfer, provided periods of not more than four years have elapsed between transfers.
- (iii) Where it is not practicable for the transferred employee to purchase a residence in their new location and they have disposed of their former residence, such employee is not to be excluded from the benefit of this award when subsequently purchasing a residence in their new location on current or subsequent transfer within the time limit allowed in subparagraph (b) of this paragraph.
- (iv) The Agency will be prepared to consider individual cases where the four-year period referred to in subparagraphs (a), (b) and (c) of this paragraph has been exceeded but may require full details of why sale and/or purchase of residence could not be completed in the four-year period.
- (v) The maximum amounts which an employee may be reimbursed under this clause shall be limited to the amounts which would be payable had the sale and purchase prices of the properties involved in each case had been the amount set at Item 8 of Table B, Rates - Allowances.
- (vi) In so far as stamp duty is concerned, the limit set at said Item 8 does not apply where an employee purchases a residence or land on which to erect a residence, and enters into occupation of the home within a period of 15 months of the date of transfer to the new headquarters.

- (vii) The reimbursement of expenditure paid to estate agents in respect of commission charges shall be limited to 5 per cent on the first \$15,000; 3 per cent on the next \$45,000; and 2.5 percent thereafter up to a maximum value of the amount set at Item 8 of Table B, Rates - Allowances.
- (c)
- (i) Where a transferred employee entitled to the reimbursement of conveyancing and other costs under paragraphs (i) and (ii) of subclause (b) of this clause, purchases a residence or the land upon which to erect a residence at their new headquarters prior to the sale of their former residence, they shall be entitled to reimbursement for any Council or other Local Government rates levied in respect of the former residence in respect of any period during which such former residence remains untenanted. Provided that the Agency may require the employee to furnish acceptable evidence that reasonable efforts are being made to sell the former residence at a fair market price.
 - (ii) A transferred employee shall be entitled to reimbursement of any costs incurred in respect of the connection of gas and/or electricity supplies not being refundable costs.
 - (iii) A transferred employee entitled to reimbursement of conveyancing and other costs under paragraphs (i) and (ii) of subclause (b) of this clause, shall be entitled to reimbursement of the cost of Survey Certificates, Pest Certificate and/or Building Society registration fees reasonably incurred in seeking financial assistance for the purpose of purchasing a new residence or the land upon which to erect a new residence at their new headquarters.
- (4) When an employee is transferred under circumstances where the Agency is prepared to meet the cost of transferring the employee's dependants and effects, the employee shall be granted reimbursement of the costs of installing a telephone at the new location.

Provided that:

- (a) The employee was a telephone subscriber at the previous residence at the time of transfer;
 - (b) The amount of the reimbursement will be the full amount of transfer or installation fee only, that is, fees for extra telephone equipment and services etc., will be excluded;
 - (c) Claims are supported by receipts.
- (5) Where an employee is transferred from one location to another and desires to arrange in advance housing accommodation, the employee and one member of the employee's household may each be provided with one first class return rail warrant, plus sleeping berths where applicable. Alternatively, if the employee provides their own transport, reimbursement at the appropriate specified journey rate for the return journey, with a maximum reimbursement equal to the cost of two first class return rail fares (including sleeping berths) will be made.

In addition, subject to approval, an employee shall be entitled to special leave of:-

- (a) Two days on full pay for the purpose of visiting the new location with a view to obtaining suitable accommodation; and
- (b) Such leave as is necessary, on full pay, to travel to the new location for the purpose referred to in paragraph (a) of this subclause.

Provided that where the purpose referred to in paragraph (a) of this subclause is achieved in a lesser time than that specified, the employee shall be entitled to leave on full pay for that lesser time and provided also where the purpose referred to in the said paragraph (a) cannot be achieved in the time specified the Agency may grant such extra leave as is considered necessary.

When an employee in accordance with the said paragraph (a), travels to the new location to seek accommodation and incurs expenses in relation to overnight accommodation, the employee shall, subject to the production of receipts be reimbursed reasonable and actual costs of accommodation and meals for self and a member of the employee's household, provided the amount to be reimbursed does not exceed that prescribed under Part B, Travelling Field and Lodging Allowances of this clause.

When an employee has been unable to take advantage of the above-mentioned concessions but, subsequent to entry on duty at the new headquarters, desires that one member of their household travel to the new headquarters to assist in the search for permanent accommodation, the member concerned may be granted one first class return rail warrant, including necessary sleeping berths, to undertake the journey. Should another mode of transport be used, the actual cost of such transport may be refunded subject to the amount payable not exceeding the value of one first class return rail warrant (including sleeping berths). Where the journey is undertaken by car, the allowance payable is to be based on the appropriate specified journey rate as advised from time to time.

This provision will not apply when an employee's residence is available or where the employee concerned proposes to re-occupy their own home.

- (6) The Agency may grant, on application and having regard to the circumstances, a weekly allowance to an employee who is faced with increased accommodation costs following transfer.

Provided that the allowance shall:

- (a) be based on the difference between an employee's outgoings for rent in the new location and outgoings for rent in the previous location;
 - (b) be a maximum of the amount set at Item 9 of Table B, Rates - Allowances per week;
 - (c) be payable for a period of up to six months in each case, unless exceptional circumstances exist which would warrant an extension up to a maximum period of 12 months;
 - (d) apply to an employee occupying privately owned property or property required for future road works, but not to one occupying a property purchased by the Agency for staff housing;
 - (e) apply only to transfers made for the Agency's purposes, that is, not to transfers made at an employee's own request;
 - (f) apply to transfers from city to country location, country location to city and from one country location to another; and
 - (g) be considered for payment only after written application has been supported by receipts as to the actual rental being paid.
- (7) A transferred employee shall be reimbursed:
- (a) The cost of board and lodging in respect of dependant children undergoing secondary education in Year 12 at a school in the employee's old location when elected subjects are not available at a school at the employee's new location. In such case, the employee, on production of receipts of payment and a certificate from the Department of Education and Training that the elected subjects are not available at a school at the employee's new location, shall be granted an allowance to meet such costs. In these cases, the parent/guardian will be required to pay the amount set at Item 10(a) of Table B, Rates - Allowances per week of the board and lodging expenses and the Agency will reimburse further costs up to a maximum of the amount set at Item 10(b) of Table B per week for each child.
 - (b) The cost of those items of essential school clothing listed from time to time in personnel circulars that are required to be replaced or purchased as a direct result of the employee's transfer from the

former location to the new location requiring the changing of schools. When an item of clothing required at the new school is not included in the list, the Agency will consider reimbursing the transferred employee the cost of same, but will require full particulars and the circumstances surrounding the requirement to purchase.

D. Climatic Allowances

- (1) Employees stationed in an area upon or to the west of a line starting from a point on the bank of the Murray River opposite Swan Hill and thence by straight lines passing through the following towns or localities in the order stated, namely, Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw shall be paid a climatic allowance.
- (2) The amounts of climatic allowances for each classification are set at Item 11 of Table B, Rates - Allowances.
- (3) Grade B allowances are payable to employees stationed and resident at the following locations:

Angledool, Barrigun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra.
- (4) Grade C allowances are payable to employees stationed and resident at the following locations:

Fort Grey, Mootwingee, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yethong.
- (5) All other locations where the climatic allowance is payable are classified as Grade A.

N.B. Deniliquin is to be classified as Grade A for the payment of this allowance.

E. Fares Subsidy - Climatic Allowance Area

- (1) An employee whose headquarters are situated in an area in which a climatic allowance is paid shall be entitled to a subsidy toward the cost of fares incurred when proceeding on annual recreation leave from that area.

The maximum amount payable to such an employee in respect of a period of annual recreation leave for a return journey from their headquarters to Sydney, or elsewhere not exceeding the cost of a return journey to Sydney, shall be:

- (a) The actual cost, less the amount set at Item 12(a) of Table B, Rates - Allowances, of fares incurred in travel by rail (including the cost of sleeping berths where these are actually used) and/or service car; or
- (b)
 - (i) The amount set at Item 12(b) of Table B in respect of a married employee, their spouse and dependant children; or
 - (ii) The amount set at Item 12(c) of Table B in respect of an employee without dependants whichever is the lesser amount.

Payment will not be made in respect of taxi fares or meals.

- (2) Where a means of transport other than rail and/or service car is used, the subsidy will be calculated on the basis of equivalent fares (including sleepers) as if such public transport had been used.
- (3) An employee shall not be entitled to payment under these provisions more than once in respect of each period of 12 months commencing from the date of taking up duty in the area.

- (4) For the purposes of this clause, "annual recreation leave" shall, except with the special approval of the Agency, mean leave of not less duration than would be required to qualify for the annual leave loading referred to in Part H, Annual Recreation Leave of Absence, of clause 9, Leave.

F. Calculation of Allowances

- (1) In the case of weekly allowances, the allowance for any portion of a week shall be calculated on a daily basis of one-fifth of the weekly rate, and on an hourly basis of one twenty-fourth of the daily rate so calculated. In the case of the daily allowances prescribed in clause 6, Allowances, the allowance for any portion of a day shall be calculated at one twenty-fourth of the daily rate.
- (2) In computing the time occupied, a fraction of an hour if less than half an hour shall not be taken into account, but if half an hour or more, it shall be reckoned as one hour.

G. Employee Relieving

- (1) Where in any one period of relief an employee relieves 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.
- (2) 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 such allowance as may be determined by the Agency 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 the relevant award, industrial agreement or determination 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 Agency;
 - (b) except in an emergency, prior approval to payment of a higher duties allowance is to be obtained;
 - (c) an employee relieving another in a lower graded position shall not suffer any reduction in salary.
- (3) Incremental Progression by Allowance - 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 100 per cent allowance has been paid continuously for a period of 12 months.

Where the allowance has been discontinued during a period of leave, the increment should be delayed accordingly.

Where there are broken periods of relief in the higher graded position or positions, 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:

- (a) 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;
- (b) any period of leave during which allowance was not paid is discounted;
- (c) aggregation does not extend over any break in excess of six months.

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.

H. 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 Table B, Rates - Allowances.

7. Protective Clothing

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 of \$8.00 per week for care and cleaning of uniform clothing.

General - The Agency shall provide free of charge such protective footwear, as necessary, which is reasonably expected to adequately protect all employees in the workplace.

8. Conveyance

A. Employees on Duty

- (1) Wherever possible, when an Agency vehicle is not provided, employees shall travel by the mode of public transport which affords the greatest economy. The full cost of fares for such conveyance shall be met by the Agency.

Provided that:

- (a) Where there is no public transport service and a taxi, hire car or rented car has to be used, the amount claimed must be supported by a receipt of payment for the service, or the claim may be disallowed.
 - (b) When, subject to prior approval, an employee uses a private conveyance, the equivalent cost of rail fares (including sleepers) or fares by the recognised mode of public transport to the location/s shall be allowed.
 - (c) Where air travel is considered appropriate, prior approval must be obtained.
 - (d) When an employee, subject to prior approval, uses a private conveyance for official Agency business, the employee shall be reimbursed the transport allowance rate as advised from time to time.
- (2) An employee will not be entitled to payment of fares for travel between their usual permanent place of work (i.e. headquarters) and their usual permanent place of residence. Provided that an employee required to attend temporarily at another location which involves extra fares shall be paid such fares (public transport) in excess of those usually incurred between home and headquarters. Alternatively, when public transport presents difficulties, an employee may, subject to prior approval, use a private conveyance and be reimbursed at the specified journey rate, as advised from time to time, less the amount of normal fares.
 - (3) Part B, Travelling, Field and Lodging Allowances, of clause 6, Allowances, deals with conveyance of an employee on periodic return to their headquarters.
 - (4) Part B of this clause deals with conveyance of an employee and dependants upon transfer.

B. Employees and Their Dependents Together With the Removal of Furniture

- (1)
- (a) Subject to the provisions of paragraphs (b) and (c) of this subclause, this clause shall apply to all transfers except:
 - (i) transfers made at the request of an employee within two years of taking up duty at their previous headquarters.
 - (ii) transfers to a new headquarters within 34 km of an employee's previous headquarters; and
 - (iii) transfers by reason of official misconduct.
 - (b) Where special circumstances exist and the Agency so approves this clause shall apply to a transfer coming within the meaning of subparagraphs (i) or (ii) of paragraph (a) above.
 - (c) The provisions of subclause (4) shall also apply to employees transferred under subparagraphs (i), (ii) or (iii) of paragraph (a) of this subclause.
- (2) When an employee is transferred by the Agency to a different headquarters which necessitates a change in place of residence involving removal of furniture and effects, the expense of packing, removing, unpacking and transit insurance thereon shall be paid by the Agency. Storage charges, for the period prescribed in subclause (3), will also be met.

Provided that:

Payment by the Agency for "all risk" insurance shall be made for the total cost involved, but shall not exceed the total cost which would be incurred by insuring the furniture and effects for an amount set at Item 14 of Table B, Rates - Allowances. Where the insured value exceeds that amount, the matter is to be referred to the Agency for consideration.

- (3)
- (a) Prior to incurring expense approval shall be obtained for the removal of furniture and effects and/or storage thereof up to a maximum of 8 weeks. Requests for approval are to be accompanied by:
 - (i) an inventory of the furniture and effects with the value and approximate volume thereof;
 - (ii) quotations from carriers for the cost of removal; and
 - (iii) if applicable, quotations for storage, limited to a maximum of 8 weeks from the date of transfer of the employee to their new headquarters. The Agency's prior approval shall be obtained for any extension of this period.

The quotations shall 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.

The employee concerned must enter into a contract for the removal of the furniture and effects and the Agency will not be in any case be responsible for any loss or damage to the furniture or effects in the course of removal.
 - (b) An employee who is transferred to or from a country office may be granted special leave as follows:
 - (i) up to two days for the purpose of preparation and supervision of packing of personal and household effects prior to removal or to arrange storage; and

- (ii) up to one day for the combined purpose of cleaning the premises being vacated and/or occupying and settling into the new premises.
- (4) First class rail warrants and sleeping berths where applicable shall be granted to transferred employees and to their dependants. Other actual and necessary fares incurred with respect to the most economical mode of public transport during the journey shall also be allowed.

Provided that:

- (a) Where an employee elects to use their private vehicle the employee shall be paid a car allowance at the official business rate prescribed from time to time;
 - (b) Any time occupied on the journey in working hours in excess of what would have been occupied had the journey been made by the quickest practicable public surface transport route shall be deducted from the employee's recreation leave or be granted as leave without pay;
 - (c) Travelling allowances payable under clause 6, Allowances, to employees shall be limited to those payable if the quickest practicable route referred to had been followed.
- (5) An employee, during the transit of their furniture and effects, whether accompanied by their family or not, shall be entitled to claim Travelling, Field and Lodging Allowances under the said clause 6 for the time necessarily spend in travelling from the previous headquarters to the new headquarters.

Where it is necessary to lodge the employee's family or dependant relatives between leaving the previous headquarters and arriving at the new headquarters, the employee shall be recouped, subject to production or receipts, three-quarters of the actual and reasonable additional expenses so incurred but not for a period exceeding one week.

When a receipt is submitted for joint accommodation costs for the employee and family or dependant relatives, the family cost, for the purposes of this clause, shall be determined by deducting from the total of the accommodation account, plus an amount of \$15.45 per day (or amount as may be prescribed from time to time in Part B, Travelling, Field and Lodging Allowances of clause 6 where reasonable actual expenses are being claimed), an amount representing the single tariff rate, for room only; then deducting the cost of meals for the employee concerned at the rate prescribed in Part A, Meal Allowances of clause 6. (Three-quarters of the amount so assessed is payable in terms of this clause.)

- (6)
 - (a) Upon retirement at a place other than the place of the employee's original headquarters, an employee shall be entitled to be reimbursed the costs actually and necessarily incurred in removing personal and household effects to a location of the employee's choice, together with the cost of insuring the same against damage in transit, provided:
 - (i) that the maximum amount of such reimbursement shall be limited to that payable had the employee moved to the place of their original headquarters on appointment to the Agency; and
 - (ii) the employee's relocation is effected within the period of 12 months following their retirement.
 - (b) Upon the death of an employee, the provisions referred to above shall apply to any claim made by the widow or widower within a period of 12 months of the transferred employee's death.
 - (c) The Agency will be prepared to consider any claims by children or dependant relatives of the deceased employee in similar circumstances but will require full particulars as to the reasons for special consideration.

9. Leave

This clause applies to staff subject to the following clauses:

Clause 10, Additional Conditions for Motor Registry and Telephone Customer Centre Staff

Clause 11, Additional Conditions for DRIVES Help Desk Staff

A. Generally

- (1) Special Leave - Further to Part C, Family and Community Service Leave of this clause, special leave may be granted by the Agency having regard to all the circumstances for which the leave is required, together with the length of service of the employee.
- (2) Examination Leave - Subject to prior approval, leave of absence with pay at ordinary rates may be granted for the time actually occupied in sitting for examinations approved by the Agency, up to a maximum of five days in any one calendar year, and for time necessarily spent in travelling to and from such examinations.
- (3) General Provisions -
 - (a) When an employee has been granted leave without pay covering a total period of absence from duty of not more than two weeks, payment shall be made at ordinary rates for public holidays occurring during such absence, provided that such public holidays fall on days which would normally be working days.
 - (b) Where an employee who is eligible for sick leave produces a satisfactory medical certificate to the effect that they have been incapacitated for any period whilst on recreation leave, or five consecutive working days or more whilst on extended leave, they may be re-credited with an equivalent period of recreation leave or extended leave, as the case may be, to the extent of the sick leave taken. Provided that the foregoing provision may be applied to extended leave taken prior to retirement but not to such leave taken prior to resignation or termination of services or to recreation leave taken prior to retirement, resignation or termination of services.
 - (c) For the purposes of this clause, periods of absence other than leave of absence approved by the Agency shall not be regarded as service.
 - (d) Except for leave without pay taken as part of leave for maternity purposes, the leave of absence expressed in these clauses shall be on the basis of a five-day working week.

B. Compensatory Travel Leave/Payment

- (1) Employees are entitled to claim ordinary-time payment or, if it is convenient to the Agency, compensatory leave, when directed to travel (outside normal working hours) on or in connection with official business in the following circumstances;
 - (a) Where travel is on a non-working day for time spent in travelling after 7.30 am;
 - (b) Where travel is on a working day for time spent in travelling before their normal commencing time or after their normal ceasing time, subject to the following conditions;
 - (i) the time normally taken for the periodic journey from home to headquarters and return is deducted from employees' travelling time (except on a non-working day);
 - (ii) periods of less than a quarter of an hour on any day shall be disregarded;
 - (iii) travelling time shall not include any period of travel between 11.00 pm on any one day and 7.30am on the following day where employees have travelled overnight and accommodation has been provided for them;

- (iv) travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport;
 - (v) travelling time shall not include time spent in travelling on permanent transfer where the transfer involves promotion which carries increased salary or where the transfer is for disciplinary reasons or where the transfer is made at the employee's request; or by ship on which meals and accommodation are provided.
- (2) Where employees qualify for compensatory leave or ordinary time payment they shall be entitled to have any necessary waiting time treated as travelling time subject to the following conditions:
- (a) Where there is no overnight stay with accommodation at a centre away from home or headquarters, 1 hour shall be deducted from the necessary waiting time between the time of arrival at the centre and the commencement of duty, and 1 hour shall be deducted from the necessary waiting time between the time of ceasing duty and the time of departure for home or headquarters or another centre;
 - (b) Where overnight accommodation is provided at a centre, any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time except:
 - (i) where duty is performed on the day of such departure, any necessary waiting time (less 1 hour) from completion of such duty until departure shall be counted; and
 - (ii) where no duty is performed on that day of such departure, necessary waiting time (less 1 hour) after the employee's normal commencing time until such departure shall be counted.
 - (c) Payment for travelling time and waiting time shall be at the employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\text{Annual salary} \quad \times \quad \frac{7}{365.25} \quad = \quad 1 \text{ day at normal hours of work}$$

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.

- (d) Employees that are in receipt of a salary in excess of the rate applicable to the maximum rate for USS Grade 7, plus \$1.00 per annum shall be paid travelling time calculated at the maximum rate for USS Grade 7, plus \$1.00 per annum, as adjusted from time to time.
- (e) An employee who receives an allowance for travel outside normal hours or whose salary includes compensation for travel outside normal hours shall not be entitled to compensatory leave or ordinary time payment for excess travelling and waiting time.
- (f) When an employee stops on a journey to take a meal, the time spent in taking the meal does not count for travelling compensation.
- (g) The maximum amount of compensatory leave or ordinary time payment which shall be granted in any period of 24 consecutive hours is 8 hours.
- (h) The decision as to whether an employee is to receive leave or payment for travel time is the prerogative of the functional manager.

C. Family and Community Service Leave

- (1) Employees may be granted Family and Community Service Leave (FACSL):
- for reasons related to family responsibility;

for reasons related to performance of community service; or

in case of pressing necessity.

- (2) The maximum amount of FACSLS that an employee may be granted at ordinary rates is:

two and a half days in the first 12 months of service; or

five days in any period of two years after the first 12 months of service; or

one day for each completed year of service, less the total amount of any FACSLS or Short Leave already taken by the employee,

whichever is the greater.
- (3) Part-time employees are entitled to FACSLS on a pro-rata basis, based on the number of hours worked.
- (4) Employees who have exhausted their entitlements to FACSLS may be granted additional FACSLS up to three days to cover the period necessary to arrange or attend the funeral of a family member or relative as contained in 9I(3). Additional FACSLS will be granted on a discrete 'per occasion' basis.
- (5) Employees appointed to RMS who have had immediate previous employment in the NSW Public Sector may transfer their FACSLS from their previous employer.
- (6) Bereavement entitlements for casual employees
 - (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (3) of Part I, Carer's Leave of this clause.
 - (b) RMS 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 casual employee is not entitled to any payment for the period of non-attendance.
 - (c) If required by RMS, the casual employee must establish the need to take leave, by production of evidence, such as a death certificate or statutory declaration providing details of the circumstances of death.
 - (d) RMS shall not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of RMS to engage or not engage a casual employee are otherwise not affected.

D. Maternity Leave

- (1) General
 - (a) Maternity leave is available to all female employees (including casual employees who have worked on a regular and systematic basis with RMS for at least 12 months) to enable them to take care of their new born child and retain their position and return to work within a reasonable period of time after they have given birth.
 - (b) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
 - (c) An employee who has applied for or been granted maternity leave and whose pregnancy terminates, must, as soon as practicable, notify RMS of the termination and the date on which it occurred.

- (d) Where an employee is on one form of leave and her child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

(2) Paid Maternity Leave

Permanent and limited duration employees who have completed at least 40 weeks continuous service prior to the expected date of birth are entitled to paid maternity leave at their ordinary rate of pay for

- (a) fourteen weeks, or
- (b) 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.

(3) Unpaid Maternity Leave

- (a) Pregnant employees are entitled to maternity leave:
 - (i) on a full-time basis for a period of not more than nine weeks prior to giving birth; and
 - (ii) for a further period ending not more than 12 months after the date of giving birth.
- (b) Employees who have been granted maternity leave may, with the permission of RMS, take leave after the date of birth:
 - (i) full-time for a period not exceeding 12 months; or
 - (ii) part-time for a period not exceeding two years; or
 - (iii) partly full-time and partly part-time over a proportionate period of up to two years.

(4) RMS 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 employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on maternity leave.

The rights of RMS in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

E. Adoption Leave

(1) General

- (a) Employees are entitled to adoption leave (including casual employees who have worked on a regular and systematic basis with RMS for at least 12 months) when they are to be the primary care giver of an adopted child.
- (b) 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.
- (c) Adoption leave may be granted as either paid or unpaid.

(2) Paid Adoption Leave

Permanent and limited duration employees who have completed at least 40 weeks continuous service prior to the commencement of adoption leave are entitled to paid at their ordinary rate of pay for:

- (a) fourteen weeks, or
- (b) 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.

(3) Unpaid Adoption Leave

- (a) Employees are entitled to adoption leave for:
 - (i) a maximum period of 12 months where the child has not commenced school; or
 - (ii) a period as RMS determines, up to a maximum of 12 months if the child has commenced school.
- (b) Employees who have been granted adoption leave may also, with the permission of RMS, take leave:
 - (i) part-time for a period not exceeding two years; or
 - (ii) partly full-time and partly part-time over a proportionate period of up to two years.

- (4) RMS shall not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because the employee is or has been immediately absent on adoption leave. The rights of RMS in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

F. Parental Leave

(1) General

- (a) Employees who are not entitled to maternity or adoption leave (including casual employees who have worked on a regular and systematic basis with RMS for at least 12 months) may be entitled to parental leave for a period of up to 12 months, to enable parents to share in the responsibility of caring for their young children.
- (b) 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.
- (c) Parental leave is granted without pay except as provided in paragraph (2) of this subclause.

(2) Paid Parental Leave

- (a) Permanent and limited duration 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:
 - (i) One week on full pay, or
 - (ii) Two weeks on half pay.

- (b) The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.

(3) Taking Of Parental Leave

Employees who have been granted parental leave may, with the permission of RMS, also take leave:

- (a) part-time over a period not exceeding two years; or
 - (b) partly full-time and partly part-time over a proportionate period of up to two years.
- (4) RMS shall not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act* 1996) because the employee is or has been immediately absent on parental leave. The rights of the RMS in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

FA. Communication During Maternity, Adoption and Parental Leave

- (1) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, RMS shall take reasonable steps to:
- (a) 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
 - (b) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.
- (2) The employee shall take reasonable steps to inform RMS about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (3) The employee shall also notify RMS of changes of address or other contact details which might affect RMS's capacity to comply with subclause (1) of this Part.

FB. Rights of Request During Maternity, Adoption Or Parental Leave

- (1) An employee entitled to maternity, adoption or parental leave may request that RMS allow the employee:
- (a) To extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (b) To return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- (2) RMS shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or RMS business. Such grounds might include cost, lack of adequate replacement employees, loss of efficiency and the impact on customer service.

- (3) The employee's request and RMS's decision to be in writing.

The employee's request and RMS's decision made under subclause (1) of this Part must be recorded in writing.

- (4) Request to return to work part-time.

Where an employee wishes to make a request under paragraph (b) of subclause (1) of this Part, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

G. Resumption of Duty After Maternity, Adoption Or Parental Leave

Employees who return to work immediately after the expiration of maternity, adoption or parental leave, are entitled to be placed in:

- (1) The position they held immediately prior to the taking of leave, if the position still exists; or
- (2) Another position for which they are qualified, subject to availability, if the position they held immediately prior to the taking of leave no longer exists.

H. Annual Recreation Leave of Absence

- (1) Annual recreation leave shall accrue to an employee at the rate of one and two-thirds days per month, from date of appointment, provided that:

- (a) Recreation leave shall not accrue during any period that an employee is absent without pay if the period of absence exceeds 28 consecutive days. Deductions under this paragraph shall be made in the ratio the number of days absent bears to 261 days. For the purpose of calculation, a fraction of less than one half day shall not count.

(b)

- (i) Where employees whose services have been satisfactory, resign, retire or have their services otherwise terminated (except by death), the monetary value of recreation leave due as at the last day of duty will be paid as a gratuity on ceasing duty.

The last day of duty will be the last day of service where recreation leave is paid as a gratuity and further recreation leave will not accrue from that date.

The money value of the leave is calculated for the period over which the leave would run had it been granted as recreation leave commencing from the first working day after cessation of employment, and includes any public holiday occurring in that period.

(The procedure under this paragraph (i) will not apply to any employee, whether a resignation has been tendered or not, whose services have been under adverse notice for any reason or who is under bond. Such cases will be viewed separately).

- (ii) As an alternative, employees may elect to take either the whole or part of recreation leave due at the last day of duty as leave, instead of as a lump sum payment in lieu of leave (i.e. it shall be regarded as service for the accrual of recreation leave) and the last day of service will be the date upon which recreation leave, taken as leave in lieu of a lump sum payment, would have expired. Payment of the monetary value of such leave will be made at the last day of duty and will be taxed as normal salary. In addition, increments which fall due in the period covered by the extension of recreation leave after the last day will be paid to employees subject to the employee's services being satisfactory prior to resignation. This procedure will not apply where recreation leave is paid as a gratuity.

- (2) An employee shall be entitled to be paid in advance for salary payable to them in respect of the period for which recreation leave has been approved.
- (3) Limits on accumulation and direction to take leave:
 - (a) Employees must take at least two consecutive weeks of recreation leave every 12 months, unless otherwise approved in special circumstances.
 - (b) Where operational requirements permit, the wishes of the employee will be taken into account on the time such leave is taken.
 - (c) RMS will notify an employee in writing when accrued recreation leave reaches six weeks. Employees may be directed to take at least two weeks recreation leave within three months of the notification at a time convenient to RMS.
 - (d) RMS will notify employees when accrued recreation leave reaches eight weeks. Employees will be directed to take at least two weeks recreation leave within six weeks of the notification at a time convenient to RMS.
- (4) Any employee who is in receipt of the climatic allowance prescribed in clause 6, Allowances, or is stationed at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley or Deniliquin shall receive additional recreation leave at the rate of five days per annum accruing monthly.
- (5)
 - (a) An employee shall be granted an annual leave loading equivalent to 17½ per cent of four weeks salary on a maximum salary of USS Grade 11.
 - (b) The annual leave loading shall be granted to employees subject to the following conditions:
 - (i) The full entitlement to the loading on annual leave that an employee has accrued over the previous leave year will be paid on the first occasion after December 1 in any year an employee takes sufficient recreation leave to permit them to be absent from duty for at least two consecutive weeks. 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, an employee (provided they are still employed) will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous leave year.
 - (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 1/2 per cent 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 1/2 per cent annual leave loading is to be calculated on the basis of 17 1/2 per cent of five weeks ordinary salary.
 - (iv) If an employee is eligible to receive more favourable conditions than those set out herein, such conditions shall apply.

- (v) Upon voluntary separation (i.e. retirement) or termination of services by the Agency for any reason other than misconduct, an employee who has not taken recreation 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.
 - (vi) The annual leave loading is not payable when an employee is granted recreation leave to his credit, or the monetary value thereof, on resignation or dismissal for misconduct.
 - (vii) Broken service during a year does not attract the annual leave loading, e.g., if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
- (c) The rate of payment of the annual leave loading will be based on leave accrued to 30 November of the previous leave year (to maximum of four weeks) and will be calculated on the salary rate paid for the leave when taken, i.e., new rates granted by award, or State Wage Case decision, unless otherwise prescribed and, if necessary, retrospective adjustment of the loading will be made. Where payment is made as at 30 November, because no period of two weeks leave has been taken during the year, the payment will be calculated at the rate applicable as at that date.
 - (d) Provided adequate notice is given the annual leave loading will be paid prior to entry on leave and normally at the same time as the advance of salary.

I. Carer's Leave

(1) General

- (a) Employees will be able to elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide care and support when a family member is ill.
- (b) Employees will be entitled to Carer's Leave when:
 - (i) their entitlements to Family and Community Service Leave is exhausted; and
 - (ii) they are the primary care-giver of a category of person set in subclause (3) of this Part.
- (c) Carer's leave is only available for employees to care for people mentioned in subclause (3) of this Part where the illness is sudden or short term.

(2) Taking of Carer's Leave

- (a) Sick leave will initially be taken from the current year's entitlement, followed by the sick leave accumulated over the previous three years.
- (b) In special circumstances, RMS may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- (c) If required by RMS, employees must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(3) Categories of People for Which Carer's Leave can be Obtained

Employees will be entitled to Carer's Leave for the care and support of their ill:

- (a) spouse;

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

(4) Other forms of leave and carer's responsibilities

An employee may elect, with RMS's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.

(5) Personal Carers 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 (3) of this Part who are sick and require care due to an unexpected emergency, or the birth of a child.
- (b) RMS 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 casual employee is not entitled to any payment for the period of non-attendance.
- (c) If required by RMS, the employee must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (d) RMS shall not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of RMS to engage or not to engage a casual employee are otherwise not affected.

J. Extended Leave

(1) General

Extended leave for employees is provided for by Schedule 5 of the *Transport Administration Act 1988*.

(2) Extended Leave Entitlements

- (a) An employee who has completed 10 years of continuous service with RMS, or as recognised in accordance with subparagraphs (e) and (f) of this subclause, is entitled to extended leave of:
 - 44 working days at full pay, or

88 working days at half pay, or

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) From 1 January 2005, employees who have completed at least 7 years of continuous service with the RMS, or as recognised in accordance with subparagraphs (e) and (f) below, are entitled to access the extended leave accrual indicated in subparagraph (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 RMS, are entitled to extended leave on the same basis as that applying to a full-time employee but payment for the leave is calculated on a pro rata basis.
 - (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 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 Schedule 3A of the *Public Sector Employment and Management Act 2002* (NSW)
 - (g) Nothing in subparagraphs (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.
- (3) Effect of Approved Leave Without Pay (LWOP) on Extended Leave Entitlements
- (a) To determine if an employee has completed the required 10 years of service:
 - (i) Any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not an employee has completed 10 years of service.
 - (ii) Any period of approved LWOP taken without pay after 13 December 1963 does not count as service to determine whether or not an employee has completed 10 years of service.
 - (b) Where an employee has completed 10 years continuous service with RMS, or as recognised in accordance with paragraphs (2)(e) and 2(f) of this Part, approved LWOP for the reasons listed below counts as service for extended leave accrual:
 - (i) Military service (eg Army, Navy or Air Force);
 - (ii) Major interruptions to public transport;
 - (iii) Periods of leave accepted as workers compensation.
 - (c) For an employee who has completed 10 years continuous service, or as recognised in accordance with paragraphs (2)(e) and 2(f) of this Part, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating the length of service.
- (4) Payment and Taking of Extended Leave
- (a) Subject to RMS approval, extended leave may be taken:
 - (i) at a time convenient to RMS;

- (ii) for a minimum period of one hour;
 - (iii) at full pay, half pay or double pay.
 - (b) If an employee takes leave at double pay:
 - (i) The employee's extended leave balance will be debited for the actual number of working days/hours of leave at full pay plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (ii) The additional payment is made as a taxed, non superable allowance, with the exception of payment to members of First State Super or another complying fund of their choice for whom the additional payment is superable;
 - (iii) All leave entitlements will accrue on the actual number of working days absent from work on extended leave.
 - (c) If an employee takes leave at half pay:
 - (i) The employee's extended leave balance will be debited at the rate of half the days/hours taken as extended leave;
 - (ii) Recreation leave entitlements will accrue at half the ordinary rate for the actual number of working days absent from work;
 - (iii) All other leave entitlements will accrue based on the actual number of working days absent from work on extended leave.
 - (d) If an employee's ordinary hours of work are constant, payment is made at the current rate of pay.
 - (e) 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.
 - (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
 - (g) Payments will be increased to reflect any increment action an employee becomes eligible for while absent on extended leave.
 - (h) An employee who takes extended leave whilst in service may choose to be paid fortnightly or in one lump sum in advance of taking the leave.
- (5) 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 employee's extended leave balance is re-credited with:
 - (i) the equivalent period of sick leave if taking leave on a full or half pay basis; or

- (ii) the equivalent period of sick leave and the extra amount of 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, RMS 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.
- (6) Public Holidays while on Extended Leave
- (a) The days set out in clause 16, Public Holidays and Bank Holiday, 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 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.
- (7) Payment or Transfer 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 paragraph (4)(e) of this Part.
 - (d) Employees who have at least five years' service but less than seven years' service are paid a pro-rata of the extended leave entitlement if employment is terminated:
 - (i) by RMS 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.
 - (e) In the event of paragraph (d) of this subclause above applying, any period of leave without pay taken does not count as service.
 - (f) An employee who resigns to join another Government Department recognised by Schedule 3A of the Public Sector Employment and Management Act 2002 (NSW) is entitled to have their extended leave accrual accepted by the new employer.

K. Sick Leave

- (1) Where it is established that leave is necessary on account of ill health, an employee may be granted leave of absence with pay at ordinary rates as follows:
 - (a) Ordinary Sick Leave - In each sick leave year, and subject to compliance with instructions regarding notifications, completion of applications and submission of medical certificates: 15 full days with full pay.
 - (b) Additional Special Sick Leave - An additional period of sick leave may be granted in the following circumstances:
 - the person has 10 or more years of service;

the person has been or will be absent for more than three months; and

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.

(2)

- (a) Any employee absent on account of sickness for any period of three days or less, shall, if called upon by the Agency to do so, submit a medical certificate showing the nature of the employee's illness.
- (b) Any employee absent on account of sickness for more than three days shall, as soon as practicable after the expiry of such three days, submit a medical certificate showing the nature of the illness and the probable duration thereof, unless exempted from so doing.
- (c) 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 Agency.

(3) Additional grants will be made to ex-servicemen with war-caused disabilities accepted by the Department of Veterans' Affairs as follows:

Employees who are ex-services personnel and who have an accepted war caused disability are entitled to an additional annual entitlement of 15 days per calendar year non-cumulative. This additional grant of leave is separate from the normal annual entitlement.

NB. A war caused disability is an injury or illness resulting from armed service in a Recognised War Zone (All World War II service is recognised).

Injuries or illnesses resulting directly or indirectly from service in the armed forces but not in a war zone are not regarded as war caused disabilities and as such this additional sick leave should not be granted.

The Department of Veterans Affairs should be contacted to determine whether the injury or illness was as a result of service in a war zone.

L. Leave for Matters Arising from Domestic Violence

- L.1 The definition of domestic violence is found in subclause 1 (4), of clause 1 Definitions, of this award;
- L.2 Leave entitlements provided for in clause 9(C) Family and Community Service Leave, 9(I) Carers Leave, and 9K, Sick Leave, may be used by staff members experiencing domestic violence;
- L.3 Where the leave entitlements referred to in subclause 9(L)2 are exhausted, the Agency shall grant up to five days Special Leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- L.4 The Agency will need to be satisfied, on reasonable grounds, that domestic violence has occurred and 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;
- L.5 Personal information concerning domestic violence will be kept confidential by the agency;
- L.6 The Agency, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

10. Additional Conditions for Motor Registry and Telephone Customer Service Centre Staff

A. Hours of Duty

(1) Spread of Hours

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

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

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.

(2) Change of Hours within the Spread of Hours

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 (1) of this Part shall be subject to the following Consultative Process:

- (a) The Agency shall notify the Association 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 Association shall be given two weeks in which to provide any written comments on the proposed change.
- (c) Following consideration of any comments received, the Agency shall notify the Association in writing of the full details of its decision including the reasons for making such decision.

(3) Standard Hours of Work

Full time employees

The ordinary hours of duty for full-time employees shall be worked over a two week roster cycle of 70 hours within the spread of hours in subclause (1) of this Part.

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 Agency, be able to work ten days including Saturdays during the roster cycle.

Full-time employees shall not be required to work more than five consecutive days during the roster cycle.

Subject to Part C, Rosters, of this clause, any other change to the days worked or the span of hours will be by agreement between the Agency and the employee.

The minimum hours to be worked by full-time employees on a Saturday shall be four.

Part time employees

The minimum ordinary hours of duty to be worked by part-time employees shall be fifteen hours per week. Part-time employees can agree to work additional ordinary hours of duty. The maximum ordinary hours that may be worked by part-time employees shall be 35 hours per week. The hours of duty shall be worked within the spread of hours, as set out in subclause (1) of this Part. The hours of work shall be recorded in writing between staff and the Agency and advised to the employee in advance in accordance with subclause (1) of Part C, Rosters of this clause.

The minimum hours to be worked by part-time employees per engagement, including Saturdays shall be three.

Part-time employees shall not be required to work more than five consecutive days in any fortnight roster cycle. Part-time employees shall not be required to work more than one Saturday in two except by mutual agreement.

Part-time employees are engaged for specified days, and specified minimum hours per week within specified spans of hours. The Agency can change the hours worked within the specified span by giving one months notice. For the purposes of this paragraph specified span of hours shall mean the band of ordinary hours of duty that the part-time employee has agreed to work.

Notwithstanding the days specified part time employees may be required to work on Saturdays. In the event that a part-time employee is so required the specified days and/or the hours on the specified days will be reduced accordingly to retain the specified hours as a minimum.

Subject to Part C, Rosters, of this clause, any other change to the days worked or the span of hours will be by agreement between the Agency 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.

Casual employees

Casual employees shall work on an hourly basis for a minimum of three hours per engagement within the spread of hours, as set out in subclause (1) of this Part.

Casual employees shall not be required to work more than five consecutive days under any contract of employment

B. Part-Time and Casual Rates

- (1) Part-time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 35.
- (2) Casual employees shall be paid an hourly rate equal to 1.17 x the Monday to Friday ordinary hourly rate of pay 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. Rosters

- (1) Rosters will be based on fortnightly periods and published monthly in advance. Rosters will be posted in a position accessible to employees.
- (2) In the event of an emergency the hours of work and/or the rostered starting and finishing times on any one day may be changed.
- (3) Where less than seven days notice is given by the Agency 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.
- (4) Mutual exchanges of rostered days between employees shall be subject to the Agency's prior agreement.
- (5) 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 Agency and the employee in one of the following methods:
 - (a) payment of an additional day's salary;
 - (b) addition of one day to the employee 's annual holidays;

- (c) 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 "day" is the number of hours the employee would have worked were the employee rostered on that day.

- (6) The Agency 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 subclause (1) of Part A,- Hours of Duty of this clause. 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.

D. Loadings for Certain Ordinary Hours

- (1) Payment for all ordinary hours of duty Monday to Friday shall be at the ordinary salary rate.
- (2) 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.
- (3) 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 paragraph 1 of Part A - Hours of Duty of this clause, Monday to Friday, payment for time worked in excess of the rostered hours shall be made at the ordinary hourly rate.
- (4) 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 (1) of Part A,- Hours of Duty of this clause, a loading of 50% as prescribed in subclause (2) of this Part shall apply.

E. Overtime

- (1) Full-time employees shall be paid overtime for all time worked:
 - (a) outside the spread of ordinary hours of duty as set out in subclause (1) of Part A, Hours of Duty of this clause.
 - (b) 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 (1) of Part A, Hours of Duty of this clause.
- (2) Part-time employees and casual employees shall be paid overtime for all time worked:
 - (a) outside the spread of ordinary hours of duty as set out in subclause (1) of Part A, Hours of Duty of this clause
 - (b) in excess of 35 hours per week.
- (3) 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 Part D, Loadings for Certain Ordinary Hours of this clause.

12. Additional Conditions for Traffic Operations Control Staff

A. Definitions

For the purpose of this clause:

‘TMC’ shall mean the Transport Management Centre

‘TOCS’ shall mean employees employed by the Authority as Traffic Operations

Control Staff in the Traffic Operations Unit of the Transport Management Centre.

‘Continuous Work’ means work carried on with consecutive shifts of TOCS throughout the 24 hours of each of 7 consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Authority.

B. Hours of Work

(1) Ordinary Hours

The ordinary hours of work shall be 35 per week.

(2) Full-Time Employees

TOCS shall be continuous shift workers. The ordinary hours of work shall be 70 hours worked over a 2 week roster cycle. TOCS shall work on either a 7 hours 44 minutes or 11 hours 40 minutes shift basis which shall be worked in accordance with shifts as rostered.

When rostered for 7 hours 44 minutes shifts during a roster cycle full time TOCS shall not be required to work more than five consecutive days in any seven day period.

When rostered for 11 hours and 40 minutes shifts during a roster cycle full time TOCS shall not be required to work more than three days in any seven day period.

(3) Where TOCS are rostered to work 11 hours 40 minutes shifts:

(a) They shall be entitled to a rest break of at least 10 hours between the cessation of an ordinary rostered shift and the commencement of the next ordinary rostered shift. Where TOCS have not observed a rest break of at least 10 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time calculated at the ordinary salary rate until such time as TOCS are released from duty.

(b) They shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours TOCS shall take a rest break of at least 4 consecutive hours and where TOCS are directed to resume work without having a rest break of 10 consecutive hours, payment shall be at the rate of double time until they are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid for at the ordinary rate of pay.

(4) Part-Time Employees

(a) The minimum number of hours to be worked by part-time TOCS shall be 25 hours per week. The hours of work shall be rostered on a 5 hour shift basis, morning and/or afternoon, over a 5 day working week, Monday to Friday and shall be worked in accordance with shifts as rostered.

(b) The maximum number of ordinary hours that may be worked shall be 7 hours per shift or 35 hours per week.

(c) Where additional hours are worked in excess of the minimum hours as set out in paragraph (a) of this subclause part-time staff shall be paid a loading of 4/48ths in lieu of recreation leave for all additional ordinary hours worked.

(5) Meal Break

(a) 7 Hours 44 minutes Shift

TOCS rostered on a 7 hours 44 minutes shift shall not work more than 5 hours from the commencement of a shift without a minimum 30 minutes meal break.

(b) 11 Hours 40 Minutes Shift

TOCS rostered on an 11 hours 40 minutes shift shall not work more than 5 hours from the commencement of a shift without a minimum 30 minutes meal break.

After a further 5 hours of work TOCS shall be entitled to a paid crib break of 20 minutes.

(6) Accrued Shift Off

Where TOCS are rostered on a 7 hours 44 minutes shift pattern during a shift cycle they may observe 'Banktime' working hours (i.e. a bank up of hours) under the following provisions:

- (a) The additional 44 minutes per shift shall be worked on 9 days each 2 week work cycle to allow for the accumulated time off during the 2 week cycle.
- (b) Subject to provision (d) of this subclause, one accrued day off may be taken in each 2 week work cycle.
- (c) The accrued day off will be observed between Monday to Friday (inclusive), as provided for by the roster.
- (d) Where TOCS work on the accrued day off, TOCS may elect, where practicable, to have another day off in substitution thereof before the end of the succeeding 2 week work cycle. Provided that in such case the accrued entitlements are transferred to the substituted day off.
- (e) TOCS absent from duty on any type of approved leave or a public holiday will be credited with 7 hours 44 minutes in respect of each day absent from duty. TOCS absent from duty on approved leave (sick, recreation leave etc) will have 7 hours and 44 minutes debited against their leave accrual for each day absent from duty.

C. Shift Work

(1) For the purposes of this subclause:

'Early Morning shift' shall mean those shifts commencing at or after 4.00 am.

'Day Shifts' shall mean those shifts commencing at or after 6.00 am.

'Afternoon Shifts' shall mean those shifts commencing at or after 12 noon.

'Night Shifts' shall mean those shifts commencing at or after 4.00 pm.

(2) Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rate of pay.
- (b) Payment for early morning shift shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift shall be at ordinary rate of pay plus 12½ per cent.
- (d) Payment for night shift shall be at ordinary rate of pay plus 15 per cent.
- (e) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one-half of the ordinary rate of pay.
- (f) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay.

- (g) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one-half of the ordinary rate of pay.
 - (h) TOCS rostered off on a public holiday shall be credited with a day in lieu for each such day.
 - (i) Full-time TOCS employed under this subclause on continuous shift work shall be credited with an additional 5 days recreation leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that an employee so works.
- (3) Shift Rosters
- (a) TOCS shall be rostered to work shifts as required by the Authority.
 - (b) Notice shall be given of shifts to be worked at least 7 days in advance.
 - (c) Where notice is given of a change in shift with less than 7 days notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

12. Additional Conditions for Work Support Officers

A. Definitions

For the purpose of this clause:

‘WSO’ shall mean employees employed by the Agency as Work Support Officers.

‘Competency’ shall mean the combination of knowledge, skills and attributes that are needed for specific job relation tasks.

B. Hours of Duty

- (1) The ordinary hours of duty of WSO's shall be 35 hours per week and by agreement with the Association shall be between 7.00 am to 5.30pm on 5 days per week, Monday to Friday, inclusive.
- (2) A lunch break shall be taken of not less than 30 minutes in the WSO's time.
- (3) WSO's may observe ‘Banktime’ working hours (i.e. a bank up of hours) under the following provisions:
 - (a) 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.
 - (b) Subject to provision (d) of this subclause, one accrued day off may be taken in each four week work cycle.
 - (c) The accrued day off will be observed between Monday to Friday (inclusive).
 - (d) Where a WSO works on the accrued day off, the WSO 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.
- (4) WSO's 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. WSO's absent from duty on approved leave (sick, recreation leave etc) will have 7 hours 22 minutes debited against their leave accrual for each day absent from duty.

C. Progression from Grade to Grade

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

Progression from grade to grade need not depend upon the availability of an advertised job vacancy nor is it restricted by the number of WSO's already at a particular grade. Progression to another grade is totally dependent upon the meeting of the progression criteria detailed in the "Work Support Officer Management Guidelines".

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.

Persons appointed as a WSO in Training will remain at that level until they are eligible to progress to Grade 1.

D. Maintenance of Grade

Maintenance of grade and salary shall be dependent upon WSO's 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 the 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.

13. Grievance Resolution and Dispute Settlement

A. Grievance Resolution

- (1) A grievance is defined as a personal complaint or difficulty. A grievance may:
 - relate to a perceived denial of an entitlement
 - relate to a perceived lack of training opportunities
 - involve a suspected discrimination or harassment.
- (2) The RMS has a Grievance Resolution Policy and a Grievance Resolution Procedure which should be observed when grievances arise.
- (3) The RMS's policy is detailed in Appendix A.
- (4) While the policy and procedure are being followed, normal work will continue.

B. Dispute Settlement

- (1) A dispute is defined as a complaint or difficulty which affects more than one employee. A dispute may relate to a change in the working conditions of employees that is perceived to have negative implications for that group.
- (2) It is essential that management and the Association consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (3) Failure to consult on all issues of mutual interest and concern to management and the Association is contrary to the intention of these procedures.
 - (a) If a dispute arises in a particular work location which cannot be resolved between the employee or their representative and the supervising employee, the dispute must be referred to RMS's Manager of the Employee Relations Section or another nominated officer who will then arrange for the issue to be discussed with the Association.
 - (b) If the issue cannot be resolved at this level, the issue must be referred to senior management.

- (c) If the issue cannot be resolved at this level, the issue may be referred to the Industrial Relations Commission of NSW.
- (d) While these procedures are continuing, no work stoppage or any other form of work limitation shall occur.
- (e) The Association reserves the right to vary this procedure where a safety factor is involved.

14. Anti-Discrimination

- (1) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the award, which by its terms or operation, has a direct or indirect discriminatory effect.
- (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.
- (4) Nothing in this clause is to be taken to effect:
 - (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to persons under 21 years of age;
 - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
 - (e) 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."

15. Public Holidays and Bank Holiday

- (1) Public Holidays - The following shall be holidays for the purpose of this award: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and any day proclaimed in the New South Wales Government Gazette as a public holiday for the State.
- (2) Bank Holiday - The day traditionally observed as a holiday on the August Bank Holiday will now be worked as an ordinary working day. The day will be observed on an ordinary working day which falls between Christmas Day and New Year's Day each year.

16. Appeals in Respect of Salary Grade Or Classification

- (1) An employee shall have the right to apply to the Agency through the head of their branch or section for an increase in excess of the rate of salary provided, or for an alteration in the grade or classification to which the employee may be appointed.
- (2) Any employee dissatisfied with a decision or determination of the Agency;
 - (a) in respect to the salary, grade or classification affecting such employee; or
 - (b) in respect to any other matter of the nature referred to in Part 7 of the Industrial Relations Act 1996, may, if the employee does not exercise their rights before the NSW Industrial Relations Commission, forward to the Agency within 30 days after the employee has been advised of such decision or determination, a notice of appeal setting forth the grounds of such appeal. The Agency shall hear and determine such appeal and shall allow the employee, if they so desire, to attend and to present their case personally or by their representative.

17. Deduction of Union Membership Fees

- (1) The Association shall provide the Agency with a schedule setting out Association membership fees payable by members of the Association in accordance with the Association's rules.
- (2) The Association shall advise the Agency of any change to the amount of membership fees made under its rules. Any variation to the schedule of Association membership fees payable shall be provided to the Agency at least one month in advance of the variation taking effect.
- (3) Subject to subclauses (1) and (2) of this clause, the Agency shall deduct Association membership fees from the salary of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Agency to make such deductions.
- (4) Monies so deducted from employees' salary shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- (5) Unless other arrangements are agreed to by the Agency and the Association, all Association membership fees shall be deducted each pay period from the employees' salary and forwarded to the Association each pay period.
- (6) Where an employee has already authorized the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

18. Secure Employment

- (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.

- (2) Casual Conversion

- (a) A casual employee engaged by a particular 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) Every 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 paragraph (2)(b), upon receiving notice under paragraph (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 an 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 paragraph (2)(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (2)(c), 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 (NSW);

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 paragraph (vi), 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.
- (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) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises 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 (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*.
- (4) Disputes Regarding the Application of this Clause

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.

- (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.

19. Area, Incidence and Duration

- (1) This Award applies to employees of the Roads and Maritime Service of New South Wales as defined in clause 1, Definitions of this award.
- (2) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 September 2012.

Changes made to this award subsequent to it first being published on 9 May 2008 have been incorporated into this award as part of the review.

- (3) This award does not apply to RMS staff covered by the NSW Maritime Enterprise Agreement 2010-2013.
- (4) The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

Table A - Salaries

Unified Salary Scale Grades	1.7.07 Per annum \$	1.7.08 Per annum \$	1.7.09 Per annum \$	1.7.10 Per annum \$	1.7.11 Per annum \$	1.7.12 Per annum \$
Grade 1	28,908	30,064	31,267	32,518	33,331	34,164
	31,706	32,974	34,293	35,665	36,557	37,471
	36,249	37,699	39,207	40,775	41,794	42,839
Grade 2	38,230	39,759	41,349	43,003	44,078	45,180
	39,964	41,563	43,226	44,955	46,079	47,231
	41,452	43,110	44,834	46,627	47,793	48,988
Grade 3	44,013	45,774	47,605	49,509	50,747	52,016
	46,076	47,919	49,836	51,829	53,125	54,453
	48,223	50,152	52,158	54,244	55,600	56,990
Grade 4	49,694	51,682	53,749	55,899	57,296	58,728
	51,642	53,708	55,856	58,090	59,542	61,031
	53,674	55,821	58,054	60,376	61,885	63,432
Grade 5	55,518	57,739	60,049	62,451	64,012	65,612
	57,313	59,606	61,990	64,470	66,082	67,734
	58,346	60,680	63,107	65,631	67,272	68,954
Grade 6	59,626	62,011	64,491	67,071	68,748	70,467
	61,436	63,893	66,449	69,107	70,835	72,606
	63,447	65,985	68,624	71,369	73,153	74,982
Grade 7	64,827	67,420	70,117	72,922	74,745	76,614
	67,115	69,800	72,592	75,496	77,383	79,318
	68,418	71,155	74,001	76,961	78,885	80,857
Grade 8	71,225	74,074	77,037	80,118	82,121	84,174
	74,117	77,082	80,165	83,372	85,456	87,592
	76,431	79,488	82,668	85,975	88,124	90,327
Grade 9	79,947	83,145	86,471	89,930	92,178	94,482
	82,244	85,534	88,955	92,513	94,826	97,197
	85,945	89,383	92,958	96,676	99,093	101,570
Grade 10	88,113	91,638	95,304	99,116	101,594	104,134
	91,589	95,253	99,063	103,026	105,602	108,242
	96,293	100,145	104,151	108,317	111,025	113,801
Grade 11	99,269	103,240	107,370	111,665	114,457	117,318
	103,591	107,735	112,044	116,526	119,439	122,425
	105,923	110,160	114,566	119,149	122,128	125,181
Grade 12	112,122	116,607	121,271	126,122	129,275	132,507
	115,395	120,011	124,811	129,803	133,048	136,374
	119,426	124,203	129,171	134,338	137,696	141,138
Grade 13	122,990	127,910	133,026	138,347	141,806	145,351
	126,177	131,224	136,473	141,932	145,480	149,117
	132,224	137,513	143,014	148,735	152,453	156,264

TABLE B

Rates - Allowances

Item No	Clause No.	Description	Amount \$	
1	6A(1)(b)	Meal Allowance while Travelling		
		Capital Cities & High Cost Country Centres (refer to (5) below)		
		Breakfast		23.65
		Lunch		26.55
		Evening Meal		45.60
		'Tier 2' Country Centres & 'Elsewhere' (refer to (5) below)		
		Breakfast		21.15
		Lunch		24.20
		Evening Meal		41.65
2	6A(2)(b)	Meal Allowance on Overtime		
		Breakfast		26.45
		Lunch		26.45
		Evening Meal		26.45
3	6B(1)	Lodgings		
		Location	Per Day \$	Per Hour \$
		Capital Cities		
		Sydney	296.10	12.33
		Adelaide	270.10	11.25
		Brisbane	314.10	13.09
		Canberra	278.10	11.59
		Darwin	302.10	12.58
		Hobart	238.10	9.92
		Melbourne	286.10	11.92
		Perth	289.10	12.05
		High Cost Country Centres (NSW)		
		Newcastle	255.60	10.65
		Maitland	244.60	10.19
		Wollongong	241.10	10.05
		'Tier 2' Country Centres (NSW)		
		Bathurst	224.30	9.35
		Broken Hill	224.30	9.35
		Orange	224.30	9.35
		Port Macquarie	224.30	9.35
Wagga Wagga	224.30	9.35		
All other Country Centres (NSW)				
'Elsewhere'	204.30	8.51		
4	6B(1), (2)	Incidentals allowance (all locations)		17.30 per day
5	6C(2)(c)	Amount for incidentals deducted from actual/reasonable expenses		17.30 per week
6	6C(2)(g)	Maximum allowance for staff separated from dependants		254.00 per week
7(a)	6C(2)(h)	Allowance for removal of furniture - value of furniture:		7,037.00
7(b)		If value above amount in 7(a), employees receive -		1,126.00
7(c)		If value below amount in 7(a), employees receive -		563.00
7(d)		If not eligible, employees shall receive -		281.00

8	6C(3)	Max purchase price of home on which reimbursement of expenses is based	520,000
9	6C(6)	Max amount of allowance with increased accom. Costs	51.00
10 (a)	6C(7)	Parents to pay first	27.00 per week
10 (b)		RTA pays up to a maximum of	56.00 per week
11	6D	Remote areas allowance (with dependants) - A	1806.00
		B	2396.00
		C	3199.00
		Remote areas allowance (without dependants) - A	1260.00
		B	1679.00
		C	2240.00
12(a)	6E	Fares subsidy for climatic area - actual cost less or	44.55
12(b)		Maximum amount for employee with spouse/dependants; or	298.25
12(c)		Maximum amount for employee without spouse/dependants	147.30
13	6H	Sydney Harbour Bridge Allowance for Works Supervisors	7750 per annum
14	8B	Maximum value of furniture and effects on which risk insurance is paid	38,000

APPENDIX A

GRIEVANCE RESOLUTION POLICY

Policy Number: PN 026

(Human Resources Manual)

RMS Corporate Policy

Grievance Resolution Policy

Purpose and intended outcomes

To make RMS staff aware of what constitutes a grievance and the responsibilities of all staff in preventing and managing such matters so that:

- staff work in a collaborative and cooperative way;
- workplace grievances are resolved in a timely manner; and
- the RMS maintains a safe and healthy work environment.

Note: This policy must be read in conjunction with the Grievance Resolution Procedure PN 026P.

Policy

To support the Code of Conduct and Ethics all RMS staff are to:

- treat others in a professional, courteous, respectful and fair way;
- communicate with each other and management in an open and honest manner;
- raise their workplace grievances at an early stage and aim to resolve them at the local level;

actively participate in the resolution of workplace grievances;
treat grievance matters in a private, confidential, and timely manner;
respect the right of others to raise grievances; and
not victimise or disadvantage any parties to a grievance.

Coverage

This policy covers:

permanent staff;
temporary staff;
casual staff; and
skill hire and professional services contractors.

Scope

This policy may be used by:

staff to address workplace grievances with other staff; and
managers to resolve workplace grievances between staff.

This policy does not cover:

WHS and workers compensation matters;
poor performance issues;
harassment, discrimination or workplace bullying matters;
fraud and corruption, maladministration or serious and substantial waste of resources; or
matters that require disciplinary action.

If a grievance is investigated and it is found that the matter is related to work performance or disciplinary issues, the grievance process is to terminate immediately. The RMS has other processes for managing these issues e.g. Management of Unsatisfactory Performance and Conduct Policy, Harassment, Discrimination and Workplace Bullying Policy, Corruption and Maladministration Prevention Policy and the Discipline Policy.

Definitions and Key Terms

Grievance

A grievance is a personal concern/problem about work or the work environment that the staff member seeks hearing or resolution of, and may be the result of a perceived or actual concern regarding:

allocation of work or development opportunities;
workplace communication difficulties, or interpersonal dispute; and
changes in work processes/practices.

Detailed information on how to raise and resolve grievances are contained in the Grievance Resolution Procedure.

Grievant

The staff member who raises a concern is referred to as the Grievant. For each grievance there may be one or more Grievants.

Respondent

The staff member who is claimed to be the cause of the grievance is referred to as the Respondent. There may be more than one Respondent in a grievance matter.

Grievance Network Coordinator (GNC)

The GNC, Human Resources Branch administers the support system for Grievance Contact Officers (GCOs). The GNC is responsible for co-ordinating the recruitment, selection and training of GCOs and arranging mediations. The General Manager, Human Resources will approve GCO selections.

Applicants will require their manager's approval to be released to undertake GCO duties.

Grievance Contact Officer (GCO)

The GCO is recruited and supervised in GCO role by the GNC, HR Branch. Their role is to assist both the grievant and respondent generate options to resolve their grievance, direct the grievant or respondent to appropriate RMS policies and procedures or other available services i.e. Employee Assistance Scheme (EAP), the OHS Hotline or the Ethics Hotline.

The GCO will not:

- take sides;

- make judgements; or

- act as an advocate or spokesperson for the Grievant or Respondent.

A list of GCOs is available on the RMS Phone Guide and in every issue of Human Resources Notices.

Background

Interpreters

Where a staff member has difficulty in communicating effectively in English, an interpreter may be used. Only accredited interpreters are to be used in order to minimise risks to privacy and error. The HR Branch, on advice from the GCO or the Grievant's manager, will make the necessary arrangements to engage an interpreter. The business unit where the grievance has transpired will be responsible for any associated cost.

Confidentiality

All forms of information about a grievance are to be restricted to those individuals who need to know the information in order to resolve the grievance. Access to Grievance Files is highly restricted. Access provisions can be located in Attachment B of Corporate Policy Statement No.26, "Employees' Personal Records Policy.

Documentation

When managers are dealing with a grievance locally they are to take brief, factual diary/file notes that avoid personal opinions. These notes are to be retained by the manager for one year.

Where a manager has attempted to resolve a grievance unsuccessfully and the matter is escalated to the General Manager, detailed documentation is required.

Records include:

- names of parties to the grievance;
- grievance details;
- sufficient information to establish that a satisfactory process took place;
- the outcome and reasons for the decision; and
- any recommendation for action.

This documentation is to be retained by local management for one year.

If the grievance matter is referred for mediation through the GNC, a Grievance File will be created. Grievance files are to be retained for five years after settlement of the grievance. Grievance records are to be kept confidential and on a separate Grievance File, not on Personal or other RMS files. The RMS Document Management Section, Auburn, creates Grievance Files.

If the grievance is referred to an external body for settlement, the GNC must be notified and will create a Grievance File, which must be kept for 5 years.

If the grievance sets a precedent and results in significant change to RMS corporate procedure the file must be kept for ten years. In such a case the General Manager, Human Resources must be contacted.

Vexatious Claims

A vexatious claim is a grievance reported without sufficient grounds for action. Vexatious claims include but are not limited to those that are:

- malicious;
- raised to annoy or harass the respondent;
- lacking in substance; and/or
- frivolous.

Where a complaint is found to be vexatious, malicious or substantially frivolous and reported only to annoy or harass the Respondent, the staff member reporting the original grievance may be dealt with under the provisions of the RMS's Harassment, Discrimination and Workplace Bullying Policy or Discipline Policy.

Protection

Any staff member who is involved in a grievance in accordance with the RMS grievance procedures, or is required to prepare a report concerning another member of staff in relation to a grievance, is protected against any action for defamation provided they:

- do not intentionally make a vexatious, malicious or substantially frivolous complaint;
- raise the grievance in accordance with these established procedures and confidentiality is maintained; and
- do not publish or make information available to persons who have no legitimate interest in receiving it.

Mediation

Mediation provides the opportunity for a trained, independent person to assist in the resolution of the grievance. The mediation may result in the parties agreeing to and signing an agreement or understanding. The General Manager and/or Branch Manager must approve the engagement of an external mediator. Mediators are to be engaged through the GNC, HR Branch who manages the RMS Mediator Panel.

Appeal Right

Any Grievant who is dissatisfied with his or her treatment in terms of the Grievance Resolution Policy procedures may appeal to the Director or Chief Executive Officer for a re-examination of the matter. This appeal right does not in any way diminish a Grievant's right to seek the assistance or support of his or her union or staff association in the matter. Appeals must be lodged within 21 days from the date that the parties involved in the grievance are advised of the outcome.

Employee Assistance Program

The Employee Assistance Program (EAP) is available to assist all staff and their families. The service offers short term face-to-face or telephone professional advice and counselling to help cope with personal, family and work related issues.

Responsibilities

Title	Responsibilities
Staff	<p>Ensure their behaviour is aligned with the RMS Code of Conduct and Ethics.</p> <p>Report inappropriate behaviour in the workplace when witness to it, or when it is brought to their attention.</p> <p>Participate in grievance resolution and maintain confidentiality in the process as and when required.</p> <p>Not participate in the harassment or victimisation of any party involved in a grievance.</p> <p>Not lodge vexatious, frivolous or malicious grievances.</p>
Managers	<p>Promote, explain and model the standards of behaviour expected of staff members as set out in the RMS Code of Conduct and Ethics.</p> <p>Be familiar with and actively promote and support the RMS Grievance Resolution Policy, procedures and strategies.</p> <p>Monitor the workplace for early identification and resolution of grievances.</p> <p>Chair grievance related meetings and make grievance related decisions based on fact.</p> <p>Ensure confidentiality in the process except where there is a serious breach of an RMS policy or where there are grounds to believe there may be harm or injury to person or property in which case the matter must be referred to an appropriate person.</p> <p>Make appropriate arrangements to release a selected GCO to carry out his/her GCO duties.</p>
Grievance	<p>Advise their manager of the time involved in dealing with a grievance and make reasonable arrangements to carry out their normal duties.</p>

Contact Officers	<p>Assist the Grievant or Respondent to identify the options available to address the grievance.</p> <p>Direct the Grievant or Respondent to appropriate RMS policies, procedures or services (e.g. Ethics Hotline or EAP)</p> <p>Refer the Grievant to an appropriate staff member responsible for handling grievances.</p> <p>Complete a Grievance Resolution Report for each grievance received and forward to the GNC, HR Branch.</p> <p>Notify GNC of any changes to their contact details and work location.</p>
Grievance Network Coordinator	<p>Recruit, select, train and supervise GCOs in their role as a GCO.</p> <p>Coordinate the grievance resolution network and case management system.</p> <p>Ensure that the practices and processes applied and decisions proposed in individual workplace grievance cases are equitable and conform to RMS policy, legislation and industrial instruments.</p> <p>Provide grievance resolution advice to line management.</p> <p>Manage and report on administrative and contract matters associated with grievance resolution.</p> <p>Facilitate Grievance Resolution workshops to ensure that grievance resolution is communicated and understood.</p> <p>Manage and coordinate the RMS panel of mediators.</p>

Evaluation

This policy will be evaluated as appropriate, taking into account changes to New South Wales and Commonwealth legislation, identification of changing trends, and feedback provided to Human Resources Branch on its effectiveness.

Breaches

The RMS may take disciplinary action (including the termination of services) against any staff member who breaches this policy and the RMS Code of Conduct and Ethics.

Quality Records

2M4203

Additional Information

Legislation

Anti-Discrimination Act 1977 (NSW)

Work Health and Safety Act 2011 (NSW)

Industrial Relations Act 1996 (NSW)

Privacy and Personal Information Protection Act 1998 (NSW)

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.