

ROADS AND MARITIME SERVICES (WAGES STAFF) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

AWARD

Arrangement

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PART A - CORE CONDITIONS

SECTION 1 - APPLICATION AND OPERATION

1. Title

This Award is known as the Roads and Maritime Services (Wages Staff) Award 2017 (the "Award").

2. Parties Bound

2.1 The parties bound by the Award are:

- (a) The Secretary of the Department of Transport as Head of the Transport Service ("RMS");
- (b) The Australian Workers' Union, New South Wales;
- (c) Construction, Forestry, Mining and Energy Union (Construction & General Division) NSW Divisional Branch;
- (d) Electrical Trades Union of Australia, New South Wales Branch;
- (e) Transport Workers' Union of Australia (New South Wales Branch);
- (f) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, NSW Branch;
- (g) New South Wales Plumbers and Gasfitters Employees Union;
- (h) Barrier Industrial Council;
- (i) Broken Hill Town Employees' Union.

2.2 Hereinafter, parties other than RMS and Employees of RMS are referred to collectively as "Unions."

3. Definitions

3.1 In this Award:

- (a) the following definitions apply unless otherwise specified:

"Adult Apprentice" means a person who commences an apprenticeship with RMS at age 21 years or older.

"Apprentice" means an Employee engaged under a recognised Apprenticeship.

"Alternative Arrangements": see clause 15.5.

"Casual Employee" means an Employee engaged and paid as such.

"Continuous Shift Work": see clause 19.2(b).

"Continuous Work Pattern": see clause 15.6.

"Broken Hill Workshop Employees" means those Employees employed in the Broken Hill Workshop whose classifications are outlined in Part B of this Award.

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

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

"Crib break" means a break, which is treated as time worked, where Employees remain available to carry out reasonably required duties.

"De facto Partner" has the meaning set out in the Interpretation Act 1987 (NSW).

"Defined Servicing Role" means a Mechanical Tradesperson who is responsible for maintaining the service schedule and planning for fleet items in a designated area, liaising with customers, carrying out services at the workshop or in the field, ordering spare parts (such as filters and oils) and maintaining stocks for servicing.

"Dispute": see subclause 47.2.

"Distant Work": see clause 29.2.

"Employee" means a person engaged as a member of the Transport Service in the RMS Group in a classification set out in this Award.

"HDA" means Higher Duties Allowance (see clause 25).

"Industry allowance" refers to the requirement to work in the open on civil/mechanical engineering projects and subject to climatic conditions (i.e. dust blowing in the wind, drippings from newly poured concrete, sloppy and muddy conditions, lack of usual amenities associated with factory work (eg. meal room, change rooms, lockers etc.).

"Inclement weather" means wet weather and/or abnormal climatic conditions including, but not limited to, hail, cold, high winds, severe dust storms, extreme high temperatures or any combination.

"Normal Work Cycle": see clause 15.4.

"Ordinary Shift Hours": see clause 19.2(a).

"Pay Day"; see clause 22.3.

"Public Holiday": see clause 45.

"Recall" means a request to return to work to attend to an emergency or breakdown and includes a call-out and call-back.

"RMS" means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the Government Sector Employment Act 2013 to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the Public Sector Employment and Management Act 2002 was abolished, staff moved to the Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this award, references to "RMS" refers to the business of the Roads and Maritime Services rather than to the employer).

"RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.

"Regulator": see the Work Health and Safety Act 2011 (NSW).

"SBU" means Single Bargaining Unit (see clause 46.2).

"Shift Loading": see subclause 19.2(c).

"Shiftworker" means an Employee engaged and performing shift work.

"Substantive Rate of Pay" means the rate an Employee is paid on an hourly basis, paid according to the Employee's contract hours of work and the weekly wage for Employees classification.

"Trainee" means an Employee engaged by RMS under a recognised Traineeship.

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

- (b) unless a contrary intention is expressed in this Award, a reference to a particular day (for example, a Saturday), shall be construed according to its ordinary meaning.

4. Area, Incidence and Duration

- 4.1 This Award shall apply to the Secretary of the Department of Transport as head of the Transport Service, the Unions and to Employees.
- 4.2 This Award shall commence from the first full pay period to commence on or after 1 July 2017, and shall have a nominal expiry date of 30 June 2019. This Award rescinds and replaces the Roads and Maritime Services (Wages Staff) Award 2015 published 3 July 2015, as varied.
- 4.3 Any specific provisions contained in section 7 of this Award shall take precedence to the extent of any inconsistency over the general provisions contained in sections 1 - 6 of this Award.

5. No Extra Claims

- 5.1 Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2019 by a party to this Award.
- 5.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

6. Anti-Discrimination

- 6.1 It is the intention of the Parties 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.
- 6.2 As such, it follows that in fulfilling the obligations under the dispute resolution procedure stated in this Award, all Parties (including Employees) have an obligation to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It is consistent with the fulfilment of these obligations for the parties to make an application to vary any provisions of this Award if they believe it is directly or indirectly discriminatory.
- 6.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an Employee because that Employee:
- (a) has made a complaint of unlawful discrimination or harassment, or
 - (b) may make a complaint of unlawful discrimination or harassment, or

(c) has been involved in a complaint of unlawful discrimination or harassment.

6.4 Nothing in this clause is to be used to:

- (a) promote any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) enforce the offering or provision of junior pay rates to people under 21;
- (c) promote 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) prevent any party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

6.5 This clause does not create legal rights or obligations in addition to those imposed upon all parties by the legislation referred to in this clause.

NOTE:

- 1. RMS and staff may also be subject to Commonwealth anti-discrimination legislation.
- 2. Section 56(d) of the Anti-Discrimination Act 1977, states:

"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."

7. Work Health and Safety

7.1 In this clause:

- (a) 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 Employer;
- (b) 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.

7.2 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):

- (a) consult with Employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide Employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such Employees to perform their jobs safely;
- (c) 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

- (d) 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.
- 7.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon labour hire business arising under relevant legislation.
- 7.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS

8. Employment Categories

- 8.1 Employees may be engaged under any of the following employment categories:
 - (a) full-time;
 - (b) part-time;
 - (c) limited duration;
 - (d) casual;
 - (e) apprenticeship/traineeship.
- 8.2 Full-time Employees are engaged on a weekly basis of 38 ordinary hours per week.
- 8.3 RMS may engage an Employee on a part-time basis in accordance with RMS policies and procedures. The following conditions shall apply in relation to part-time employment:
 - (a) the ordinary hours of work shall be agreed and recorded in the letter of appointment, and may be varied at any time in writing by agreement;
 - (b) wages and all relevant entitlements are on a pro-rata basis;
 - (c) Employees may work additional hours by agreement. Where additional hours are worked, the additional hours will be paid as follows:
 - (i) for work performed up to the normal daily working hours of full-time Employees performing similar duties, the relevant hourly rate plus a loading of 4/48ths in lieu of annual leave;
 - (ii) for work performed in excess of the normal working hours of full-time Employees performing similar duties, appropriate overtime rates.
 - (d) Employees shall not be directed or placed under duress to move from full-time to part-time work, or vice versa.
- 8.4 Employees may be engaged on a Limited Duration basis for:
 - (a) a minimum period of three months and a maximum period generally not exceeding 12 months; or
 - (b) the duration of a project with anticipated starting and finishing dates.
- 8.5 If an Employee's limited duration employment exceeds 12 months, the unions reserve the right to raise the issue of "permanent employment status" for the Employee, unless the Employee is employed for a specific project.

- 8.6 Limited-duration Employees may be employed on a full-time or part-time basis and receive the pay rates and conditions of employment as such.
- 8.7 RMS may engage an Employee on a casual basis. Casual Employees are paid as follows:
- (a) for each hour worked, the appropriate hourly rate plus a 20% casual loading to compensate for all leave other than long service leave;
 - (b) for each hour worked in excess of the normal working hours of full-time Employees performing similar duties, the applicable overtime rate plus a casual loading of 20%;
 - (c) for a minimum of three hours per engagement; and
 - (d) all relevant allowances.
- 8.8 The following clauses of this Award do not apply to Casual Employees:
- (a) clause 11 – Probationary Period;
 - (b) clause 12 – Termination of Employment;
 - (c) clause 15 – Accrued Day Off;
 - (d) clause 20 – Recall to Work;
 - (e) clause 24 – Higher Duties;
 - (f) clause 25 – On-call Allowance;
 - (g) clause 32 – Annual Leave;
 - (h) clause 34 – Sick Leave;
 - (i) clause 35 – Special Sick Leave; and
 - (j) clauses 41 to 44 (inclusive) – Study and Examination Leave, Military Leave, Special Leave and Public Holidays.

9. Apprentices and Trainees

- 9.1 In this clause:
- (a) "School Based Apprentice" means an Employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate;
 - (b) "Deemed Training Hours" means 25 per cent of the actual hours worked by a School Based Apprentice on the job, and is calculated on a weekly basis. This is intended to approximate the time spent in off-the-job training for full-time students.
- 9.2 General
- (a) Where an Apprentice or Trainee loses time for any reason not considered satisfactory by RMS, RMS may deduct an amount proportionate to that amount of time from the Apprentice or Trainee's weekly wage.
 - (b) A tool allowance is included in the Apprentice rates of pay.

9.3 Adult Apprentices

- (a) Adult Apprentices are paid the higher of the following rates:
 - (i) the rate applicable to 4th year apprentices for the duration of the apprenticeship; or
 - (ii) for Employees who were employed by RMS immediately before commencing the Adult Apprenticeship, that rate applicable to the substantive position held with RMS immediately prior to the commencement of the apprenticeship.

9.4 School based Apprentices

- (a) A School Based Apprentice is paid the relevant hourly rate:
 - (i) for each hour worked; and
 - (ii) for each Deemed Training Hour.

9.5 The wages paid for Deemed Training Hours may be averaged over the school term or year.

9.6 School Based Apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

9.7 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a School Based Apprentice undertaking the applicable apprenticeship.

9.8 An Apprentice who converts from a School Based Apprenticeship to a Full-Time Apprenticeship will have all their time spent as a Full Time Apprentice counted for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a School Based Apprentice.

9.9 Except as provided by this clause, School Based Apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

9.10 The terms and conditions of employment for Apprentices and Trainees shall be covered by this Award, however Civil Construction Trainees will continue to be paid in accordance with the Crown Employees (Public Service Training Wage) Reviewed Award 2008 as varied from time to time. Apprentices will be paid in accordance with Part B, Table 4.

10. Employment Obligations

10.1 Employees must:

- (a) carry out duties that the Employee has the skills, competence and training to undertake and are safe to perform, and are within the classification structure of this Award;
- (b) use the tools, plant and equipment for which the Employee has been trained;
- (c) wear appropriate personal protective equipment.

10.2 Employees are not required to work in a manner that promotes de-skilling.

10.3 RMS may require an Employee to move from one work group to another to meet work requirements. Generally, these changes in location will be limited to work groups within 100km. If the movement involves a change in location over 100km, the Employee's agreement to the change will be sought and the Employee will be paid the appropriate entitlements as set out in clauses 27, 28 and 29. While performing these duties the Employee will maintain their existing classification under the Wages

Classification Structure, except where the Employee is performing higher graded work under the provisions of clause 25 - Higher Duties.

- 10.4 An Employee may be stood down without pay during any period that the Employee cannot be usefully employed due to strikes, work stoppages or any other reason for which RMS cannot be held reasonably responsible, and where other reasonable alternative duties are not available. This clause does not apply to stoppages due to wet weather.
- 10.5 All truck drivers are required to perform duties other than driving, loading and unloading vehicles, where such duties are available. These duties must be consistent with the work the Employee currently performs.

11. Probationary Period

- 11.1 A probationary period of three months applies to all new Employees. During the probationary period, the Employee's employment may be terminated by either party giving one week's notice to the other party, or payment in lieu thereof. However, RMS can terminate during the probationary period without notice if the Employee has engaged in serious misconduct.

12. Termination of Employment

- 12.1 After the probationary period referred to in clause 11, an Employee can be terminated at any time as follows:

- (a) by the Employee giving one week's notice or the forfeiture of one week's pay, or
- (b) by the Employer giving the required period of notice as set out in subclause 12.2, or
- (c) without notice for misconduct.

- 12.2 Unless termination occurs for misconduct, the required period of notice by the Employer will be:

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

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

- 12.3 If an Employee is on a week's notice and during that time are absent from work without permission, it will be considered that the Employee has abandoned their employment.
- 12.4 If an Employee's employment is terminated, except for misconduct, the Employee is paid all wages/leave entitlements due to them at the time of termination.
- 12.5 If an Employee's employment is terminated for misconduct or the Employee resigns, the Employee is paid all wages/leave due to them within one week after termination or after RMS is notified of the Employee's resignation.
- 12.6 If RMS terminates an Employee's services for reasons other than misconduct or incompetence, the Employee is paid one day's ordinary wages for each Public Holiday occurring within 10 calendar days after the Employee's termination date.
- 12.7 If more than two Public Holidays occur within a seven day period, they are regarded as a group of holidays. If the first day of the group occurs within 10 consecutive calendar days after the termination

date, the whole group is considered to occur within the 10 consecutive days. For example, Christmas Day, Boxing Day and New Year's Day are regarded as a group.

- 12.8 If an Employee is terminated "without notice" the Employee is paid wages up to the time of termination only.

13. Secure Employment

- 13.1 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.
- 13.2 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 twelve months shall thereafter have the right to request to have his or her casual employment converted to permanent full-time employment or part-time employment.
- 13.3 Every Employer of such a casual Employee shall give the casual Employee notice in writing of the provisions of this subclause within four weeks of the casual Employee having attained such period of twelve months. However, the casual Employee retains his or her right of request under this subclause if the Employer fails to comply with this notice requirement.
- 13.4 Any casual Employee who has a right to request under this clause, upon receiving notice from the Employer under this clause or after the expiry of the time of giving such notice, may give four weeks' notice in writing to the Employer that he or she seeks to request to convert his or her casual 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 request, but shall not unreasonably so refuse. Where an Employer refuses a request 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 an agreement. Any dispute about a refusal of a request to convert casual employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 13.5 Any casual Employee who does not, within four weeks of receiving written notice from the Employer, request to convert his or her casual employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 13.6 Once a casual Employee has requested 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.
- 13.7 If a casual Employee has requested to have his or her casual employment converted to full-time or part-time employment in accordance with this clause, the Employer and Employee shall, in accordance with this paragraph, and subject to subclause 13.4, discuss and agree upon:
- (a) whether the Employee will convert to full-time or part-time employment; and
 - (b) 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 or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW).
- 13.8 An Employee who has worked on a full-time basis throughout the period of casual employment has the right to request 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 request to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and time of work as previously worked.

- 13.9 Following an agreement being reached pursuant to this clause, the casual 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.
- 13.10 An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

14. Local Arrangements

- 14.1 Local arrangements may be negotiated between RMS and relevant Unions in relation to any matter contained in this Award.
- 14.2 All local arrangements negotiated between RMS and the relevant Unions must:
- (a) be approved in writing by RMS;
 - (b) be approved in writing by the Secretary of the relevant Unions; and
 - (c) be contained in a formal document including, but not limited to, an agreement made under section 68D of the *Transport Administration Act 1988* (NSW).
- 14.3 A local arrangement approved in accordance with this clause will override this Award to the extent of any inconsistency.

SECTION 3 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

15. Hours of Work

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 15 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 15.1 An Employee's contract of employment is based on 38 ordinary hours worked each week.
- 15.2 A normal working cycle consists of 152 hours and:
- (a) is 19 working days within a 20 day, four week period,
 - (b) is 8 hours worked each day between 6.00am and 6.00pm. However, an Employee(s)'s normal commencement time may be altered by agreement between the local manager and the majority of staff to allow the Employee(s) to commence their ordinary hours of work at 5.00am. The reason for such change may include, wanting to leave work early on a day before a gazetted public or local public holiday or if it is anticipated the day in question may be an extremely hot day.
 - (c) during this cycle, 0.4 of one hour (24 minutes) of each day worked is accrued. This entitles an Employee to one day off in each four week cycle, known as an "Accrued Day Off (ADO)". Wages for accrued time are paid in the period during which it was accrued.
- 15.3 Subclause 15.2 does not apply to Sydney Harbour Bridge maintenance staff (see subclauses 51.3 to 51.5 for the working hours of this group).
- 15.4 An Employee or their work group may be required by local management to change starting/finishing times and the time/hours an Employee works for the following reasons:
- (a) geography, climate or traffic conditions,

- (b) specific works, changes to hours, days or periods of the year (whole/part of a depot/individual, or
- (c) greater flexibility.
- (d) the Employee(s) will be given one (1) week's notice of the change.

15.5 Flexible Arrangements

- (a) alternatives to the normal work cycle include a:
 - (i) 9 day fortnight;
 - (ii) 4 day week; or
 - (iii) any alternative work arrangement approved by management and endorsed by the Regional Consultative Group prior to implementation.
- (b) Changes to work cycle:
 - (i) If following the working of a particular work cycle for 12 months or more, RMS proposes to implement an alternative to the normal work cycle as set out in subclause 15.5(a)(i) or (ii) or return to the normal work cycle set out in subclause 15.2, RMS will engage in a consultation process in accordance with clause 46 (Consultation).
 - (ii) In addition to any obligation on the parties to consult as set out in clause 46 (Consultation), RMS will provide information to the affected Employees on the need for the change and the rationale for the proposed change based on business needs.
 - (iii) At any stage in the consultation process, either party may raise the issue as a grievance or a dispute in accordance with clause 47 (Grievance and Dispute Resolution).
 - (iv) During this period of consultation regarding a proposed change in work cycle, or in the event a party notifies the other of a dispute concerning the proposed change, the status quo will remain unless recommended or ordered otherwise by the New South Wales Industrial Relations Commission (NSWIRC). For this purpose "status quo" means the work cycle in place immediately prior to the proposed change.
 - (v) Subclause 15.5(b) will not apply in circumstances where changes to a work cycle are required for a short term to respond to a fire, flood, storm or other emergency situation.
- (c) If an Employee's working time/hours are varied consistent with subclause 15.5, the Employee cannot work more than:
 - (i) 10 hours each day between 6.00am and 6.00pm;
 - (ii) 80 ordinary hours each fortnight.

15.6 Continuous work patterns:

- (a) Where local management and the majority of Employees agree, the ordinary hours of work may be varied to include work on Saturdays and Sundays within the average of 38 hours per week.
- (b) If work time/hours are varied consistent with this subclause, Employees are:
 - (i) paid 50% more than the Employee's ordinary rate for the first two hours and 100% more than the Employee's ordinary time rate thereafter for work on Saturdays that forms part of the 38 hours per week average.

- (ii) paid 100% more than the Employee's ordinary time rate for all work on Sundays that forms part of the 38 hours per week average.
- (iii) not required to work on more than 10 consecutive days, and
- (iv) rostered off for at least four consecutive days within the two week cycle. Employees are not paid for these days.

16. Accrued Day Off

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 16 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 16.1 If an Employee works a 9 day fortnight under a flexible arrangement pursuant to subclause 15.5, they will receive one additional day off (making a total of two) in each 20 day, four week cycle.
- 16.2 If an Employee works a 4 day week they will receive three additional days off (making a total of four) in each 20 day, four week cycle.
- 16.3 For accrual purposes:
 - (a) each day of paid leave an Employee takes pursuant to subclause 15.2 (normal working cycle) or subclause 15.5 (flexible arrangements), is counted as a working day.
 - (b) any public holidays occurring pursuant to subclause 15.2 (normal working cycle) or subclause 15.5 (flexible arrangements), is counted as 8 hours.
- 16.4 By 30 September, RMS and the unions develop an ADO calendar for the following year. In doing so, they ensure that:
 - (a) ADOs fall together with public holidays, where appropriate;
 - (b) attention is given to the dates on which ADOs are observed by the Building and Construction Industry.
- 16.5 Once the new ADO calendar is established it may be changed if local management and the majority of staff (whole/part of a depot/individual) agree. Consideration is given to changing the calendar so that ADOs are observed on days where road traffic is likely to significantly reduce productivity (e.g. the last day of the school term or local events such as the Bathurst car races).
- 16.6 It is essential that local management and Employees designate additional days off where flexible arrangements are implemented to best meet the anticipated needs of RMS and to be equitable to Employees. Any additional days off should be incorporated into the ADO calendar.
- 16.7 Local management, in consultation with Employees, may require an Employee(s) to carry out work on a programmed ADO, either indefinitely or for a prescribed length of time. If you work on a programmed ADO the Employee shall:
 - (a) be given at least one (1) week's notice of the change;
 - (b) be given a copy of the program of alternative ADOs;
 - (c) not be paid penalty payments for this work, and
 - (d) be permitted to take an alternative working day off as your ADO (Note: this day is unpaid).

- 16.8 RMS may require an Employee to occasionally work on an ADO if the ADO:
- (a) stops others from carrying out their work.
 - (b) results in other Employees having to complete maintenance tasks outside normal working hours.
 - (c) delays a project.
- 16.9 If an Employee is required to work on their ADO without the notice period outlined in subclause 16.7(a), the Employee shall:
- (a) be paid at the Saturday overtime rates.
 - (b) permitted another day off, where practical, before the end of the next work cycle. The Employee is not paid for this day.
- 16.10 Employee(s) may accrue a maximum of 5 ADOs providing there is agreement between:
- (a) RMS and the unions on a statewide basis, or
 - (b) local management and a majority of Employees (whole/part of a depot/individual).
- 16.11 For Employees on an averaged work pattern, accrued days off will be taken according to the agreed roster.

17. Meal Breaks

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 17 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 17.1 This clause does not apply to Shiftworkers. Crib entitlements for shift workers are set out under the shift work provisions of this Award.
- 17.2 The following provisions apply to Employees, other than Broken Hill Workshop Employees:
- (a) Employees shall receive an unpaid 30 minute meal break each day, to be taken between 11:30 am and 1:30 pm. The duration of the meal break may be extended up to a maximum duration of one hour by agreement.
 - (b) RMS may delay a scheduled meal break by up to 1.5 hours to finish essential work without the payment of overtime or additional rates. Where an Employee, other than a Broken Hill Workshop Employee, continues to work beyond 1.5 hours after the scheduled meal break, the Employee shall receive payment at overtime rates until a meal break is taken.
 - (c) Generally, an Employee should not be required to work for more than 5 hours without a meal break. However, an exception applies if you work on roads where clearway arrangements apply. In such cases, local management and staff should discuss the daily meal break with a view to maximising working time during non clearway hours.
- 17.3 Broken Hill Workshop Employees are entitled to a 30 minute paid meal break.

18. Tea Break

- 18.1 This clause does not apply to Sydney Harbour Bridge maintenance workers.
- 18.2 Employees shall receive a paid 20 minute morning tea break, as agreed with RMS. This break should not necessarily cause work stoppage.

19. Shift Work

19.1 This clause outlines the conditions for shift work. It does not apply to:

- (a) Traffic Signals Technicians Assistant.
- (b) Traffic Emergency Patroller.
- (c) Sydney Harbour Bridge Tow Truck Team Leader, Driver or Attendant.

The conditions for shift work applicable to these roles are detailed in section 7.

19.2 Shift work is worked between:

- (a) Sunday to Thursday inclusive, or
- (b) Monday to Friday inclusive.

19.3 Arrangements for working shifts are by agreement between local management and the majority of staff, provided that the choice of shift patterns does not prevent RMS from applying the shift work provisions to complete the work required.

19.4 For the purpose of this clause only:

- (a) "Ordinary shift hours" means 152 ordinary hours worked in a four week work cycle (includes any Alternative or Flexible Arrangements). In accordance with subclause 15.5(b), ordinary shift hours cannot be longer than ten hours.
- (b) 'Flexible arrangements'. These arrangements must be agreed at a local level. Examples include:
 - (i) 19 working days of eight hours within a 20 day, four week cycle,
 - (ii) a nine day fortnight, or
 - (iii) a four day week.
- (c) "Continuous shift work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of at least six consecutive days without interruption, except during breakdowns, meal breaks or due to unavoidable causes beyond the control of RMS.
- (d) "Early morning shift" means any shift commencing at or after 4:00am and before 6:00am.
- (e) "Afternoon shift" means any shift commencing at or after 1:00pm and before 6:00pm.
- (f) "Night shift" means any shift commencing at or after 6:00pm and at or before 4:00am.

19.5 The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:

Shift	Loading
Early morning	12.5%
Afternoon	25%
Night	50%

19.6 For Employees whose normal shift is worked between:

- (a) Monday and Friday, the Friday shift starts before and finishes after midnight Friday.

- (b) Sunday and Thursday, the Sunday shift starts before midnight Sunday.
- 19.7 Employees who work on a Saturday, Sunday or Public Holiday shall be paid at overtime rates, provided that:
 - (a) Friday shifts referred to in subclause 19.6 are paid at ordinary shift rates.
 - (b) Sunday shifts referred to in subclause 19.6 are paid at ordinary shift rates after midnight Sunday.
- 19.8 Employees who work in excess of the agreed ordinary shift hours on Sunday to Thursday or Monday to Friday (excluding public holidays) shall be paid double-time.
- 19.9 Employees required to work shift work shall be given at least 48 hours notice. If an Employee's shift hours are changed, they shall be notified by the finishing time of their previous shift.
- 19.10 An Employee cannot work more than one ordinary shift on any one day (e.g. a day shift and a night shift). If an Employee is required to work a second shift on a given day, the second shift is paid at overtime rates.
- 19.11 If an Employee works a shift of less than five consecutive working days and it is:
 - (a) due to the Employee's actions, they shall be paid normal shift rates.
 - (b) not due to the Employee's actions, they shall be paid overtime rates.
- 19.12 ADOs and Public Holidays (including the picnic day) are counted as single days worked and form part of the calculation towards the completion of five consecutive days worked for the purpose of subclause 19.11.
- 19.13 Employees, other than Broken Hill Workshop Employees (in which case subclause 17.3 applies) shall receive a paid 30 minute crib break for each shift worked. Generally, the crib break must commence within five hours from the start of the shift and may be taken over several periods of time totalling 30 minutes.
- 19.14 If an Employee does not work a complete four week cycle, the Employee shall receive pro-rata accrued entitlements for each shift (or part shift) worked.

20. Overtime

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 20 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 20.1 Employees may be required to work a reasonable amount of overtime at overtime rates in addition to the Employee's ordinary hours of work. For the purposes of this clause, what is reasonable or otherwise is determined with regard to:
 - (a) any risk to health and safety;
 - (b) the Employee's personal circumstances, including family and carer responsibilities;
 - (c) the needs of RMS;
 - (d) the notice (if any) given by RMS of the requirement to work overtime and the notice (if any) given by the Employee of the intention to refuse to work overtime; and
 - (e) any other relevant matters.

20.2 An Employee may refuse to work overtime in circumstances where the overtime would result in unreasonable working hours.

20.3 Unless otherwise specified in this clause, for Employees other than Broken Hill Workshop Employees:

- (a) overtime is paid at the rate of time and one half for the first two hours and double time thereafter.
- (b) If an Employee works outside ordinary hours the Employee is paid overtime at the following rates:

Description	Pay rate
First two hours	Time-and-a-half
After the first two hours	Double-time
All work after 12 noon Saturday	Double-time
All work on Sunday	Double-time
All work on a Public Holiday	Double-time-and-a-half
Regular overtime that normally commences after 12 noon on Saturday	Time-and-a-half for the first two hours, then double-time

20.4 Overtime worked by Broken Hill Workshop Employees:

- (a) before or after ordinary hours of work and on Saturday and Sunday will be paid at the rate of double time.

20.5 Overtime worked by shift-workers is paid at the rate of double-time, unless the overtime is worked on a public holiday, in which case it is paid at double time and one half. Overtime for shift-workers is calculated on the ordinary rate of pay exclusive of loadings, penalties and allowances.

20.6 For the purposes of calculating the overtime rate, each day shall stand alone. If overtime is worked before or after a shift and continues for an unbroken period during which ordinary time is worked, overtime is calculated by reference to the total hours worked.

20.7 10 Hour Break

- (a) Subject to subclauses 20.7(c), (e) and (f), an Employee who has worked overtime and has not had 10 consecutive hours off duty after finishing the Employee's last shift, must have 10 consecutive hours off duty prior to recommencing work.
- (b) If an Employee works overtime on a Saturday, Sunday or Public Holiday, and these days are not the Employee's ordinary working days off or ADO, and the Employee has not had 10 consecutive hours off duty within the 24 hour period before starting their next shift, the Employee must have 10 consecutive hours off duty after finishing overtime.
- (c) If an Employee is instructed to resume or continue work without having the required 10 consecutive hours off duty, the Employee shall receive payment at the rate of double-time until the end of duty. The Employee will be entitled to be absent until 10 consecutive hours off duty have been taken.
- (d) If the 10 hours off duty occurs during the Employee's ordinary hours, RMS will not deduct any amounts from the Employee's pay.
- (e) Subclauses 20.7(c)-(d) do not apply to an Employee who has been recalled to work whilst on Standby and the period of time actually worked is less than 4 hours.
- (f) In the case of shift workers, a reference to 10 hours in this clause is taken to be 8 hours if:
 - (i) the overtime is worked for the purpose of changing shift rosters;
 - (ii) the Employee is required to replace other shift workers who do not report for duty; or

(iii) the overtime is worked by arrangement between the Employee and other Employees.

- 20.8 Employees, other than Broken Hill Workshop Employees, required to work overtime on a Saturday, Sunday or Public Holiday shall receive a minimum of four hours pay at the appropriate rate.
- 20.9 Except in emergencies, an Employee must not work more than half an hour of overtime if the Employee is completing holes for firing and before firing if the Employee is excavating sandstone or working underground.
- 20.10 An Employee who is required to work two or more hours of overtime after their normal finishing time shall receive a 30 minute crib break without loss of pay after the first two hours, and a further paid 30 minute break after each additional four hours of overtime worked after the initial two hours. To qualify for this entitlement, work must continue after the crib break.
- 20.11 An Employee who works overtime on a Saturday, Sunday or Public Holiday shall receive a crib break of 30 minutes without loss of pay if work continues after 12 noon.
- 20.12 Despite any other provision in this Award, an Employee and the Employee's manager/supervisor may agree to a meal or crib break being taken at any time (including at the end of the period of overtime) subject to any relevant Work Health and Safety guidelines.
- 20.13 An Employee, other than a Broken Hill Workshop Employee, who is required to work more than 1.5 hours after the Employee's normal finishing time, shall be provided with either:
- (a) a meal; or
 - (b) a meal allowance to the amount set out in Part B.
- 20.14 A further meal or meal allowance shall be provided to Employees, other than Broken Hill Workshop Employees, after each additional 4 hours of continuous overtime following the initial 1.5 hours.

Note: Employees who receive an accommodation allowance that includes a payment for an evening meal are not entitled to payment under subclauses 20.13 to 20.14.

21. Recall to Work

- 21.1 If an Employee is recalled to work after leaving their job the Employee is paid a minimum of four hours at overtime rates.
- 21.2 Subsequent call out or call backs occurring within the four hour period of a call out or call back do not attract additional payments.
- 21.3 If an Employee's call out or call back duties continue into what would be the Employee's ordinary working hours the Employee's entitlement is calculated as follows:
- (a) Overtime rates continue until the minimum four hours have elapsed.
 - (b) Payment of the Employee's ordinary hours rate commences when the minimum four hours have elapsed.
- 21.4 If any portion of an Employee's call out or call back period continues into the Employee's ordinary hours, those hours after the Employee's ordinary starting time are considered part of the Employee's ordinary work hours.
- 21.5 Nothing in this clause should be interpreted in a manner that gives rise to a claim:
- (a) for the payment of ordinary hours in addition to any payment for call out, nor

- (b) that an Employee has failed to meet their contract hours.
- 21.6 Payment for a call out or call back is calculated from the time that an Employee departs for work. Payment ceases when the Employee arrives at their residence or accommodation after returning directly from the call out or call back. Payment is made on the basis of a direct return to the Employee's home or accommodation.

SECTION 4- WAGES, ALLOWANCES AND RELATED MATTERS

22. Payment of Wages

- 22.1 Wages are paid fortnightly by electronic funds transfer into the Employee's nominated bank account. Wages for accrued time are paid in the period during which it was accrued.
- 22.2 Each Employee will receive a confidential docket with the following details:
- (a) gross amount and particulars of wages and allowances.
 - (b) amount and particulars of deductions.
 - (c) classification.
 - (d) date on which payment is made.
 - (e) period of employment to which the payment relates.
 - (f) amount and type of deductions.
- 22.3 One day of each pay period shall be recognised as the Pay Day. The pay period closes not more than three working days before the Pay Day. An Employee who is not paid on or before the Pay Day is paid at ordinary rates for all working time the Employee is kept waiting.
- 22.4 For the purposes of Employees who arrive to work late or leave early, and for the calculation of overtime, working time is calculated to the nearest 0.1 hours (i.e. 6 minutes).

23. Rates of Pay

- 23.1 The rates of pay in this Award are set out in Table 1, Part B of this Award. The pay rates outlined in Table 1, Part B incorporate the following wage increases:
- (a) 2.5 % from the first full pay period to commence on or after 1 July 2017,
 - (b) 2.5% from the first full pay period to commence on or after 1 July 2018.
- 23.2 The pay rates in this Award are based on the "RMS Wages Classification Structure."
- 23.3 Unless otherwise provided for in this Award, the pay rates in this Award include compensation for all disabilities associated with the performance of the work, and all allowances previously rolled-up including, but not limited to, industry allowance, special loading, leading hand allowance, tool allowance, follow-the-job loading, annual leave loading, inclement weather allowance, tradespersons allowance, dirty/hot, confined or awkward working conditions and 50 cents per week for holding a drivers licence (whether or not the Employee is required to drive plant items or motor vehicles).

24. Allowances

- 24.1 Operative dates and future increases in other rates and allowances
- (a) Relevant work related allowances e.g. Sydney Harbour Bridge Allowances, have increased by 2.5 per cent effective from the first full pay period on or after 1 July 2017.

- (b) Relevant expense related allowances e.g. overtime meal allowance, shall increase in line with movements of the same allowances and from the same operative dates as those contained in the Crown Employees (Skilled Trades) Award.

24.2 General

- (a) The allowances described in this section do not form part of an Employee's ordinary wage and are not paid for all purposes of this Award.
- (b) If more than one of the allowances provides payment for disabilities of substantially the same nature, only the highest rate is paid.
- (c) Allowances are paid irrespective of the time at which the work is performed and are not subject to any premium or penalty conditions.

24.3 Asphalt plant repairs allowance

- (a) If an Employee is a tradesperson, the Employee is paid an additional hourly amount or part of an hour, as stated in Table 2, "Other Rates and Allowances," in Part B of this Award for repairs, maintenance or alterations to the following designated areas:
 - (i) dryer drum
 - (ii) hot elevator
 - (iii) single chute (Bellambi)
 - (iv) screens
 - (v) weighing hopper
 - (vi) pug mill
 - (vii) scrubbing bins, jets and scrubbing pits (Bellambi)
 - (viii) cyclone
 - (ix) hot bitumen kettle (Bellambi)

24.4 First aid allowance

- (a) An Employee who is appointed by RMS as a First Aid Attendant in accordance with its policies shall receive an additional amount per day, as set out in Part B.
- (b) A First Aid Attendant is required to maintain relevant qualifications and training in accordance with RMS policy.

24.5 Lead paint removal allowance

Employees required to work on structures that are primed with lead-based paint receive an hourly amount, as prescribed in Part B, only for the period of time that the Employee is:

- (a) fully compliant with WHS management plans and safe systems of work; and
- (b) performing any one or more of the following tasks:
 - (i) abrading by hand or mechanical means;

- (ii) dry or wet blasting inside containment;
- (iii) grit recovery inside containment;
- (iv) bagging and packaging lead contaminated waste;
- (v) cleaning filters and/or performing internal maintenance on dust extractors;
- (vi) setting up, operating and decommissioning the grit blaster (when using recycled materials), dust extractor and grit recovery unit;
- (vii) erecting previously used containment sheeting;
- (viii) removing and disposing of containment sheeting;
- (ix) flame cutting or welding on the structure;
- (x) decontaminating and removing materials and equipment from within the confines of the containment; or
- (xi) bagging and un-bagging of lead contaminated personal protection equipment.

24.6 Asbestos Materials Allowance

Employees required to use materials containing asbestos or to work with others using asbestos are provided with the necessary safeguards as required by the appropriate work health and safety authority, and Employees must use all supplied safeguards. In such cases, if the safeguards make the wearing of protective equipment mandatory, such Employees shall receive an hourly amount, as prescribed in Part B.

24.7 Asbestos Eradication Allowance

- (a) In this clause, "Asbestos Eradication" means working in a building or its surrounds to remove or neutralise any materials that contain asbestos.
- (b) Where Employees are engaged in Asbestos Eradication:
 - (i) all work must be conducted in accordance with all relevant WHS legislation and requirements; and
 - (ii) such Employees shall receive an hourly amount as prescribed in Part B.

24.8 Long/wide load allowance

Truck Drivers required to drive a loaded truck or articulated vehicle (excluding vehicles included in the definition of Truck Driver (Road Train)) which together with its load exceeds the specifications below, shall receive the appropriate hourly amount with a minimum daily amount as prescribed in Part B:

- (a) 2.90m wide or 18.29m long or 4.30m high (measured from the ground level); or
- (b) 3.36m wide or 21.34m long or 4.58m high (measured from the ground level).

24.9 Mechanical trades allowances

- (a) Mechanical Tradespersons instructed to work alone from a designated remote location, shall receive an allowance equivalent to 5% of the wage rate for a Mechanical Tradesperson, Grade 1 for the period the Employee is required to work from that location.

- (b) Employees who are instructed to carry out the Defined Servicing Role (refer clause 3 - Definitions) shall receive an allowance equivalent to 2.5% of the wage rate for a Mechanical Tradesperson, Grade 3 for the period the Employee is required to carry out that role.

24.10 Sydney Harbour Bridge Allowance

Sydney Harbour Bridge Maintenance Employees who are directed to work on the steel (including apprentices) receive an additional amount per week, as set out in Part B. This compensates for any disabilities arising from the nature of the bridge structure and its environs and is paid for all purposes of this Award.

25. Higher Duties

- 25.1 Subject to the provisions contained in this subclause, Employees are entitled to the payment of higher duties when they are directed to perform the duties of a position graded higher than theirs.
- 25.2 The Higher Duties Allowance (HDA) is payable for a minimum period of one day.
- 25.3 To be eligible for HDA, an Employee must satisfactorily perform the major functions of the position. The Employee is not eligible for the HDA payment if they are learning the critical aspects of the higher graded position.
- 25.4 The Employee's manager or supervisor must approve the period of higher duties prior to the Employee commencing in the higher graded position. Prior approval is also required before any period of acting in higher duties is to be extended.
- 25.5 HDA is not applicable to positions that are multi-graded (eg. HDA is not applicable if you are a Roadworker Grade 2 working as a Roadworker Grade 3).
- 25.6 Higher Duties Allowance (HDA) is only payable when:
 - (a) the Employee fills an existing position during casual absences of the incumbent, including absences due to leave;
 - (b) approval is given to create and place the Employee in a temporary position that is intended to exist for a limited-duration (for example, for specific projects);
 - (c) the Employee is directed to perform certain functions for the purposes of maintaining accreditation; or
 - (d) the Employee is directed to perform the duties of the higher graded position while on call-out or overtime because the regular person is unavailable. In such cases, HDA is paid at an hourly rate only for the period of the overtime or call-out.
- 25.7 If the required period of relief in a higher graded position is for six months or more, expressions of interest must be sought from the local work area.
- 25.8 If the higher duties position is a salaried position, the HDA is paid in accordance with RMS Policy.

26. On-call Allowance

- 26.1 This clause does not apply to Broken Hill Workshop Employees.
- 26.2 You may be directed by RMS to be on-call for duty outside ordinary hours in order to attend emergencies or breakdowns. If you are on-call, you are not required to remain at home but you must be contactable and you must respond within a reasonable time.

- 26.3 If you are on call and are recalled to work you are paid a minimum of 4 hours at overtime rates. In such cases, if the time actually worked is less than 4 hours, that time worked does not affect your 10 hour break requirements, as stated in subclause 20.7 (a) and (f).
- 26.4 If you are on call, you are paid a daily allowance equivalent to two hours pay at single rates for your ordinary classification for each night worked, Monday to Thursday inclusive (apart from public holidays).
- 26.5 If you are on call you are paid a daily allowance equivalent to eight hours pay at single-time for your ordinary classification for the following:
- (i) Friday evening/Saturday;
 - (ii) Sundays/Monday mornings;
 - (iii) your ADOs, and
 - (iv) Public Holidays.
- 26.6 Where on call provisions apply, if you are available you are allocated work according to a roster or some other arrangement agreed by the majority of staff.
- 26.7 An Employee who is directed to remain on standby at home, work or elsewhere in readiness to work overtime for the purposes of snow clearing (Cooma), shall receive payment at the hourly rate for the period of time that the Employee is directed to remain on standby, and is not entitled to the payment of any on-call allowance in respect of that period.

27. Fares & Travel

27.1 General

- (a) This clause does not apply to:
- (i) Employees attached to the Sydney Harbour Bridge maintenance office (refer to subclause 51.9);
 - (ii) Traffic Signals Technicians Assistants;
 - (iii) Employees who are provided with a work vehicle to travel between the Employee's place of residence⁰ and the worksite or depot; and
 - (iv) Broken Hill Workshop Employees.
- (b) Where an Employee chooses to move their place of residence and this involves an increased cost to RMS, RMS reserves the right to base the Employee's fares/travel allowance on the distance travelled from the previous original residence. Should an Employee disagree with a decision made by RMS, the Employee may choose to have the matter progressed as a grievance under clause 46 Grievance and Dispute Resolution.

27.2 Fares

- (a) Subclause 27.2 applies to Employees who can establish a fare by a recognised public transport route from their residence to their workplace or established pick-up point.
- (b) Employees who travel to and from work by public transport are reimbursed all fares actually and necessarily incurred, in excess of the amount per week or the amount per day, as prescribed in Part B, Table 2 "Other Rates and Allowances" of this Award.

- (c) Where an Employee is provided with (or is offered by RMS) accommodation or equivalent, and instead of utilising the accommodation provided the Employee elects to travel from another location, the excess fares described in the above subclause are not paid.
- (d) Where an Employee spends more than 10 minutes travelling each way between the nearest stopping place of any public transport service and the Employee's work, the Employee shall receive payment for that time at the ordinary rate. Walking time is calculated at a rate of 1 km every 12 minutes.
- (e) Employees who elect to travel by their own transport (or where public transport is unavailable/impracticable) shall receive the fare equivalent of public transport only.
- (f) Employees must provide sufficient information in the form designated by RMS to verify the entitlement to the payment of fares:
 - (i) upon the commencement of employment;
 - (ii) when fare or address details change; and
 - (iii) when directed to do so by RMS from time to time.
- (g) Additionally, Employees must indicate in each pay period on the timesheet whether fares are claimed for all or part of that period ("Fare Claim").
- (h) Employees who fail to make a valid Fare Claim within 14 days of the date the expense was incurred (or deemed to have been incurred), or who fail to verify their entitlement to fares within 14 days from being required to do so pursuant to this clause, shall not be entitled to any payment under this clause in respect of those periods.

27.3 Travelling Allowance

- (a) The allowance provisions provided by this subclause do not apply where payment is made in accordance with subclause 27.2, Fares.
- (b) If accommodation is not provided, public transport is not available and RMS does not provide transport, the Employee is paid an amount per day, as set out in Table 2, "Other Rates and Allowances", in Part B, of this Award, for the appropriate distance the Employee must travel, as follows:
 - (i) 3, but not more than 10km
 - (ii) More than 10km but not more than 20km
 - (iii) More than 20km but not more than 30km
 - (iv) More than 30km but not more than 40km
 - (v) More than 40km but not more than 50km
 - (vi) More than 50km but not more than 60km
 - (vii) More than 60km but not more than 70km
 - (viii) More than 70km but not more than 80km
 - (ix) More than 80km but not more than 90km
 - (x) More than 90km but not more than 100km

- (c) If an Employee is directed to report to the worksite, amenities are provided in accordance with the relevant SafeWork NSW Managing the Work Environment and Facilities Code of Practice.
- (d) If an Employee's work or established reporting place is more than 100km from the Employee's residence, RMS provides accommodation, as per subclause 29.5 or suitable transport.
- (e) If RMS provides accommodation and the Employee chooses to travel to and from the Employee's residence each day, RMS does not pay a travelling allowance in excess of the 100km rate.

28. Transport Provided by RMS

- 28.1 This clause does not apply to Broken Hill Workshop Employees.
- 28.2 This clause does not apply to an Employee when RMS provides the Employee with a work vehicle to travel between the Employee's place of residence and the worksite or depot and is not required to transport other Employees.
- 28.3 Where RMS provides an Employee with a vehicle to travel to a worksite, RMS pays travel time at ordinary rates for the time spent travelling in excess of:
- (a) 10 minutes each way from an established pick up point or a pick up point no more than 3 km from the Employee's residence; or
 - (b) 20 minutes each way when accommodation is provided.
- 28.4 Travelling time will be paid for a maximum of three hours per day. All time in excess of this is considered work time and travel time at overtime rates.
- 28.5 Vehicles must leave promptly at finishing time.
- 28.6 If a worksite does not have the facilities as outlined in the SafeWork NSW Managing the Work Environment and Facilities Code of Practice, the time spent travelling is deemed work time or travel time at overtime rates.
- 28.7 An Employee who is the driver of an RMS vehicle shall receive payment for travel time at a rate equivalent to overtime if the driver is required to transport other Employees and materials to and from the worksite. If you are not the driver of such vehicles you are paid travel time at ordinary rates.
- 28.8 Subject to subclause 28.4, an Employee who uses an RMS vehicle to attend training or other meetings, shall receive travel time at ordinary rates.
- 28.9 If RMS transfers an Employee from one job to another during working hours, RMS must:
- (a) pay the time spent travelling as time worked or at overtime equivalent rates in accordance with subclause 28.3 above, plus any additional fares incurred by the Employee; and
 - (b) return the Employee, unless the Employee requests otherwise, to the point from which the Employee was transferred if RMS was unable to notify the Employee of the transfer on the day before.

29. Distant Work

- 29.1 This clause does not apply to Traffic Signals Technicians' Assistants, whose arrangements are commensurate with salaried staff when engaged on Distant Work.
- 29.2 "Distant Work" means employment at a workplace other than their usual workplace or depot that requires an Employee to live away from the Employee's usual residence.

- 29.3 RMS will provide at least two days' notice before it is necessary for an Employee to travel and report for duty on Distant Work, except in case of emergency or unforeseen circumstances.
- 29.4 Where possible RMS provides transport to and from Distant Work at the beginning and end of each work week/period. In this case the time spent travelling to and from Distant Work is paid as per clause 28 (Transport provided by RMS). Where RMS does not provide such transport, Employees shall be:
- (a) reimbursed for the specified journey at a set rate per kilometre, as prescribed in Part B if the Employee uses their own private vehicle; or
 - (b) reimbursed for the cost of fares and return fares if the Employee does not use their own private vehicle.
 - (c) Employees will be paid for the time spent travelling as per subclause 28.3.
- 29.5 Employees required to report for duty on Distant Work, are provided with either:
- (a) accommodation and meals as follows:
 - (i) at an established RMS camp;
 - (ii) at a well kept establishment of at least 3 star motel accommodation (as defined in the NRMA Accommodation Directory) in either a single room or a twin room if a single room is not available;
 - (iii) if suitable motel accommodation is not available, in a single room hotel or private accommodation;
 - (iv) if suitable motel, hotel or private accommodation is not available, at a caravan park; or
 - (v) If a suitable caravan park is not available, in a caravan with a toilet, shower and air conditioning or another agreed facility; or
 - (b) a daily 'Country Allowance' as prescribed in Part B, to provide for meals and overnight accommodation. This allowance is only paid for days when an overnight stay is involved.
- 29.6 If RMS provides accommodation, an Employee may elect to receive the relevant amounts, as prescribed in Table 2 for breakfast, lunch, dinner and any incidental expenses incurred, in lieu of RMS providing, or paying directly for, meals.
- 29.7 If accommodation and meal(s) are provided, the Employee is entitled to an incidental payment of a set amount for each night spent away from their residence or normal reporting place, as prescribed in Table 2.
- 29.8 If RMS and the majority of staff engaged on Distant Work agree, the ADO may be taken at a time mutually agreed, or accrued up to a maximum of five days.

30. Clothing

- 30.1 The work apparel issued to Employees in accordance with this clause is in addition to any other required personal protective clothing and equipment (PPE) issued by RMS.
- 30.2 RMS issues, free of cost, the following work apparel:

Item	Number
Trousers*	Five in total, in any combination
Shorts*	
Long pants*	

High-visibility, long-sleeve shirt*	Five in total, in any combination
Cotton drill long sleeve shirt*	
Windcheater (sloppy joe)	Two
Jacket (light, heavy or spray)	Two
Long socks	Five
Belt	One
Hat (stockman style)	One
Gear bag	One
*One pair of overalls may be substituted for any pants/shirt combination	

- 30.3 Work apparel is replaced on a "fair wear and tear, new for old" exchange basis.
- 30.4 It is a condition of an Employee's employment that they wear work apparel issued to them by RMS while on duty.
- 30.5 If an Employee elects to wear cotton drill shirts, the Employee must wear an approved, high-visibility garment over the Employee's shirt when they are working near traffic.
- 30.6 Employees are responsible for the cost of cleaning and maintaining RMS-issued work apparel.
- 30.7 Casual Employees are initially issued with two sets of trouser and shirt combinations plus other essential items (e.g. belts, socks). All other items are issued on a needs basis (e.g. winter jackets).
- 30.8 RMS must provide Employees with personal protective clothing and equipment (PPE), as stated in Safe Working Method Statements (SWMS), to ensure the Employee's health and safety in the workplace.

31. Tools & Amenities

31.1 Tools

- (a) RMS provides Employees with all necessary special tools required to perform your work.
- (b) RMS insures each Employee's tools against loss or damage by fire whilst the tools are on RMS premises or worksites. RMS may require Employees to provide a list of all their tools.
- (c) RMS will reimburse an Employee for loss of their tools up to the value prescribed in Part B if RMS requests that the tools be stored on the job and the tools are subsequently stolen by break and enter outside ordinary working hours.
- (d) If a Broken Hill Workshop Employee is required to supply tools, the RMS will pay a tool allowance of \$1.30 per day.

31.2 Amenities

- (a) Amenities shall be provided in accordance with the SafeWork NSW Managing the Work Environment and Facilities Code of Practice. However, where amenities cannot be provided in accordance with relevant guidelines, and an Employee is required to report directly to the worksite, the time spent travelling to and from the worksite is deemed work time or travel time at overtime rates.
- (b) An Employee who is a tradesperson, shall be provided with a suitable, secure, weatherproof lock-up at the workplace for the Employee's tools. If a lock-up is not provided and the Employee's tools are stolen by reason of RMS's negligence, RMS compensates the Employee for the loss in accordance with subclause 31.1.
- (c) RMS provides cool drinking water and, where a morning tea break applies, tea and coffee making facilities.

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS

32. General Provisions

- 32.1 All leave is subject to RMS approval and must be applied for in advance, except in emergency situations where prior notice cannot be given.
- 32.2 Employees who are absent from work do not receive any payment unless the absence is covered by paid leave under this Award, RMS policy or relevant legislation.
- 32.3 Although some leave entitlements are stated in days, leave entitlements and the recording of leave taken are in hours.
- 32.4 If an Employee is appointed to RMS immediately from a position in the NSW Public Sector, the Employee may transfer their accrued leave entitlements (recreation, sick, family and community services and long service leave) to the Employee's RMS position.

33. Annual Leave

- 33.1 For Employees other than Broken Hill Workshop Employees, annual leave accrues at one-and-two-thirds days for each completed month of service, up to a maximum of 160 hours per year. Employees entitled to an extra week's annual leave, accrue the additional annual leave at the appropriate rate.
- 33.2 Broken Hill Workshop Employees accrue annual leave at two and-one twelfth days for each completed month of service, up to a maximum of 200 hours per year.
- 33.3 Annual leave does not accrue in respect of unauthorised absences or leave without pay exceeding five working days in a leave year, unless the leave is taken during annual close down.
- 33.4 Employees can apply to take annual leave. Annual leave is granted at the discretion of RMS subject to operational requirements.
- 33.5 Annual leave must be taken at a time convenient to RMS and the Employee. However, it is preferred that periods of annual leave plus Public Holidays and ADOs be taken in whole weeks, (i.e. Monday to Friday).
- 33.6 In exceptional circumstances, RMS may allow you to accumulate leave up to 40 working days, provided you agree to take your leave as soon as possible.
- 33.7 The current practice of taking annual leave accrued to 31 December during the December - January school holiday period will continue. This practice may be varied by agreement between RMS management and the majority of affected Employees for reasons including geographic, climatic or urgent works. In cases of such variation:
 - (a) Employees may take a minimum of two weeks annual leave for the Christmas period in addition to the Public Holidays;
 - (b) the minimum period may be reduced with agreement between management and the majority of staff (the whole office, specific gangs or depots within an office), and the balance of annual leave is then taken at a time that generally coincides with school holidays.
- 33.8 If an Employee does not have sufficient leave to cover a close-down period, RMS will seek to provide the Employee with work. However, if work is not available RMS may require the Employee to take leave without pay.
- 33.9 An Employee who is required to take leave without pay during the annual close down period shall receive payment for all Public Holidays occurring during this period. The close down period counts as service for the purposes of annual leave accrual.

33.10 Seven day shift workers whose ordinary working period includes Public Holidays and Sundays shall receive:

- (a) up to 5 weeks of annual leave (i.e. an additional week of annual leave if you work this arrangement for 12 months),
- (b) additional annual leave of up to one week calculated on a pro rata basis if you work this arrangement intermittently.

34. Long Service Leave (Extended Leave)

34.1 In this clause,

- (a) "Service" includes:
 - (i) prior service with a NSW Government body that is recognised in accordance with Schedule 3A of the Public Sector Employment and Management Act 2002 (as varied from time to time);
 - (ii) all previous full-time (including limited duration) and part-time service with Roads and Maritime Services, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority;
- (b) "Service" does not include:
 - (i) any period of prior service where the accrual of long service leave or extended leave entitlements for that service has been taken or paid out;
 - (ii) any period of leave without pay, unless the Employee has 10 years Service and the leave without pay falls within one or more of the following categories:
 1. military service (for example, Army, Navy or Air Force);
 2. major interruptions to public transport;
 3. periods of leave accepted as workers compensation;
 4. the period of leave without pay is approved and is for a duration of six months or less.

34.2 The entitlement to long service leave (also referred to as extended leave) is set by the Transport Administration Act 1988 (NSW). Where any inconsistency arises between this clause and the relevant provisions of the legislation, the legislation shall prevail to the extent of any inconsistency.

34.3 After completing 10 years' Service, an Employee shall be entitled to long service leave of 44 days. An Employee shall accrue an additional 11 days of long service leave for each additional calendar year of Service completed in excess of 10 years.

34.4 Employees who have completed 7 years of Service shall be entitled to access their long service leave accrual on a pro-rata basis of 4.4 working days per completed year of Service.

34.5 For Employees who are shift workers, the number of working days debited during a period of long service leave may include a Saturday or Sunday that forms part of the ordinary roster.

34.6 Subject to approval, Employees may take long service leave at a time convenient to RMS, for a minimum period of one hour, at full pay, half pay or double pay (excluding public holidays falling within the period of long service leave, which are paid at single time and not debited from the Employee's long service leave accrual).

- 34.7 If leave is taken at double pay:
- (a) the long service leave balance is 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;
 - (b) the additional payment is made as a taxed, non-superable allowance;
 - (c) leave entitlements accrue based on the actual number of working days the Employee is absent from work while on long service leave.
- 34.8 If leave is taken at half pay:
- (a) the long service leave balance is debited at the rate of half the days/hours taken as long service leave;
 - (b) annual leave entitlements accrue at half the ordinary rate for the days/hours the Employee is absent from work;
 - (c) other entitlements accrue at the same rate for the actual days/hours the Employee is absent from work.
- 34.9 If the Employee's ordinary hours of work are constant, payment is made at the Employee's current rate of pay. For part-time and casual Employees whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over the past 12 months or the past 5 years, whichever is greater.
- 34.10 Payment for long service leave includes all allowances in the nature of wages but does not include any amounts normally paid for shift work, overtime, penalty rates or disabilities.
- 34.11 Payment is increased to reflect any increment action that the Employee becomes eligible for whilst absent on long service leave.
- 34.12 An Employee who takes a period of long service leave may elect to receive payment for the leave in advance in a lump sum.
- 34.13 An Employee who is sick for five or more consecutive days whilst taking a period of long service leave and who provides a medical certificate to certify that the Employee was unfit for work that period, may claim sick leave for that period.
- 34.14 If sick leave is approved in accordance with this clause, the Employee's long service leave balance is re-credited as follows:
- (a) if the Employee is taking leave on a full or half pay basis, the equivalent period of sick leave; or
 - (b) if the Employee is taking leave on a double pay basis, the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance. In this case RMS shall recover, by way of payroll deduction, any additional payment that has been made to the Employee pursuant to the double pay arrangement.
- 34.15 Subclauses 34.13 to 34.14 apply if the Employee takes long service leave immediately prior to retirement but not immediately prior to resigning or being terminated.
- 34.16 Employees with at least five years' but less than seven years' Service as an adult, shall be paid pro-rata long service leave upon termination of employment for either of the following reasons:
- (a) by RMS for any reason other than serious and wilful misconduct, or

- (b) at the request of the Employee in writing on account of illness, incapacity, domestic or other pressing necessity.

34.17 Employees who are entitled to receive payment for untaken long service leave on termination of employment, including retirement, shall be paid the monetary value of the leave as a gratuity in lieu of taking the leave.

34.18 Full-time Employees who are eligible to receive payment for untaken long service leave on termination shall receive such payment at the Employee's substantive rate of pay on the last day of Service.

35. Sick Leave

35.1 For each year of service with RMS, Employees are entitled to a maximum of 96 hours of sick leave. The yearly entitlement to sick leave is credited to Employees on 1 January each year.

35.2 Employees who commence employment during the course of a calendar year are credited with a pro-rata entitlement on commencement. However, RMS may defer the payment of any sick leave taken during the first three months of service until after the completion of three months' service.

35.3 An Employee's entitlement to sick leave accumulates from year to year.

35.4 An Employee may take sick leave if:

- (a) the Employee is not fit for work because the Employee is suffering from an illness or injury;
- (b) the illness or injury is not attributable to misconduct; and
- (c) the Employee provides evidence that indicates the nature of the illness or injury. However, an Employee who is concerned about disclosing the nature of the illness or injury to their supervisor or manager may elect to have the application for sick leave dealt with confidentially by an alternate manager or the Human Resources section.

35.5 An Employee who is unable to attend work due to an illness or injury must contact their supervisor as soon as reasonably practicable, and preferably before the normal starting time. The Employee must advise the supervisor of:

- (a) the inability to attend work;
- (b) the nature of the illness or injury (subject to subclause 35.4(c)); and
- (c) the estimated period of absence from work.

35.6 An Employee who claims sick leave must provide a medical certificate:

- (a) for absences in excess of two consecutive working days;
- (b) after the Employee has taken more than 5 uncertified working days in a calendar year, for all absences within the remainder of that calendar year; and
- (c) where required by RMS or in accordance with RMS policy.

35.7 As a general practice, backdated medical certificates will not be accepted. However, if an Employee provides evidence of illness or injury that only covers the latter part of the absence, RMS may grant sick leave for the whole period at its discretion if RMS is satisfied that the reason for the absence is genuine.

35.8 If RMS is concerned about the diagnosis described in the evidence of illness produced by the Employee, the evidence provided and the Employee's application for leave can be referred to a medical practitioner for advice after discussion with the Employee. In such cases, the type of leave granted will be determined by RMS based on the medical advice received, and if sick leave is not granted, RMS will as

far as practicable, take into account the wishes of the Employee when determining the type of leave granted.

35.9 In accordance with RMS policy, RMS may direct an Employee:

- (a) to participate in a return to work program if the Employee has been absent on a long period of sick leave; and/or
- (b) to attend a medical assessment.

35.10 If an Employee has exceeded five (5) uncertified sick days in a twelve (12) month period or where an Employee exhibits a pattern of taking sick days immediately preceding or following weekends, RDO/ADO, public holidays or any other planned absences from the workplace, RMS may restrict your access to overtime.

35.11 Where an Employee is required to provide a medical certificate in support of an absence, the Employee may satisfy that requirement by providing evidence from any of the following for absences up to and including 5 working days:

- (a) a doctor;
- (b) a dentist;
- (c) an optometrist;
- (d) a chiropractor;
- (e) an osteopath;
- (f) a physiotherapist;
- (g) an oral and maxillo facial surgeon; or
- (h) at RMS's discretion, another registered health services provider that satisfies RMS that the Employee had a genuine illness.

35.12 Where the absence exceeds five working days, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner.

35.13 An Employee who has used all of their accrued sick leave and is unable to return to work due to an illness or injury may take, subject to providing a medical certificate to cover the absence:

- (a) accrued annual leave;
- (b) accrued long service leave; or
- (c) sick leave without pay.

35.14 Leave and Workers Compensation Claims

- (a) Employees who are waiting on the outcome of a claim for worker's compensation may be granted accrued sick leave. If the compensation claim is approved, the sick leave taken is restored to the Employee's accrual.
- (b) If an Employee is absent from work for more than 26 weeks and has:

- (i) sufficient sick leave available: the Employee may use available sick leave to top up the difference between the statutory rate and the Employees ordinary weekly wage, less any shift loadings or other penalties.
- (ii) insufficient sick leave available: the Employee will receive the statutory weekly compensation payments only.

35.15 An Employee who is sick and would otherwise be unable to attend work due to illness or injury whilst taking a period of annual leave, may claim sick leave for that period subject to providing a medical certificate to certify that the Employee was unfit for work. If sick leave is approved in accordance with this clause, the Employee's annual leave balance is re-credited accordingly.

35.16 An Employee is not entitled to receive sick leave for any annual leave taken prior to resigning or the termination of their employment for any reason.

35.17 Previous periods of employment are not taken into account for sick leave purposes.

36. Special Sick Leave

36.1 Employees who have a good employment and sick leave record, have exhausted their paid sick leave entitlement and have been suffering from a genuine prolonged illness, shall be entitled, subject to Chief Executive approval in accordance with RMS policy, to additional paid sick leave.

37. Maternity Leave

37.1 An Employee who is a female Employee (including a part-time and casual Employee who has worked for RMS on a regular and systematic basis for at least 12 months), is entitled to unpaid maternity leave to enable the Employee to retain their position and return to work within a reasonable time after the birth of the Employee's child.

37.2 Unpaid maternity leave may be granted on the following basis:

- (a) up to nine weeks before the expected date of birth;
- (b) up to 12 months after the actual date of birth.

37.3 Paid maternity leave may be granted to an Employee who is engaged on a permanent or limited duration basis if the Employee has completed at least 40 weeks continuous service in the NSW public sector prior to the expected date of birth of the child.

37.4 Paid maternity leave is paid at the ordinary rate of pay for:

- (a) fourteen weeks at full pay, or
- (b) 28 weeks at half pay, or
- (c) a combination of the two options above.

37.5 An Employee may request that the paid maternity leave component be paid as a lump sum in advance at the commencement of the period of maternity leave. The lump sum payment is made up to the maximum period indicated in clause 37.4, or for the period of leave actually taken, whichever is the lesser.

37.6 If an Employee requests to be paid for maternity leave as a lump sum and then requests to return to work before the period of leave is completed, the Employee must repay the remainder of the lump sum amount.

37.7 An Employee is not entitled to receive payment under this clause if the Employee has received payment under clause 39 (Parental Leave).

- 37.8 If the child is born before the expected date of birth, the Employee's period of maternity leave commences from the date of birth of the child.
- 37.9 An Employee who commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid as follows:
- (a) at the rate the Employee was paid before commencing the initial leave if the Employee has not returned to work; or
 - (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced the hours of work during the 24 month period; or
 - (c) at a rate based on the hours the Employee worked prior to the subsequent period of leave where the Employee has not reduced the hours of work.

38. Adoption Leave

- 38.1 An Employee is entitled to adoption leave if the Employee assumes the primary role in providing care and attention to an adopted child.
- 38.2 Adoption leave starts from the date of taking custody of the child.
- 38.3 All Employees (including casual Employees who have worked for RMS on a regular and systematic basis for at least 12 months) are entitled to unpaid adoption leave and this may be taken as:
- (a) short adoption leave, being three weeks leave without pay; or
 - (b) extended adoption leave up to 12 months on leave without pay including any short or paid adoption leave.
- 38.4 Paid adoption leave may be granted to an Employee who is engaged on a permanent or limited duration basis if the Employee has completed at least 40 weeks continuous service in the NSW public sector prior to taking custody of the child.
- 38.5 Paid adoption leave is paid at the ordinary rate of pay for:
- (a) fourteen weeks or;
 - (b) 28 weeks at half pay, or;
 - (c) a combination of the above two.
- 38.6 An Employee may request that the paid adoption leave component be paid as a lump sum in advance at the commencement of the period of adoption leave. The lump sum payment is made up to the maximum period indicated in 38.5, or for the period of leave actually taken, whichever is the lesser.
- 38.7 If an Employee requests to be paid for adoption leave as a lump sum and then requests to return to work before the period of leave is completed, the Employee must repay the remainder of the lump sum amount.
- 38.8 An Employee is not entitled to receive payment under this clause if the Employee has received payment under clause 39 (Parental Leave).
- 38.9 Where an Employee's partner is employed in the public sector, adoption leave is only granted to one of the partners for each adoption.
- 38.10 An Employee who commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid as follows:

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

39. Parental Leave

- 39.1 An Employee (including a casual Employee who has worked for RMS on a regular and systematic basis for at least 12 months) who is not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable the Employee, as a parent, to share in the responsibility of caring for a child or children of the Employee.
- 39.2 An Employee who is employed on a Full-time or Part-time basis and who has completed at least 40 weeks continuous service within the NSW public sector, is entitled to paid parental leave of one week at full ordinary pay or, if the Employee and RMS agree, two weeks at half ordinary pay. The remainder of any requested leave is treated as unpaid leave for the first 5 days or two weeks of leave taken.
- 39.3 An Employee may take approved parental leave as:
- (a) short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of the spouse or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken, as outlined above (NB. extended parental leave is unpaid).
- 39.4 An Employee may commence a period of extended parental leave at any time within two years from the date of the birth of the child or the date of placement of the adopted child and leave may be taken:
- (a) full-time for a period not exceeding 12 months or;
 - (b) part-time over a period not exceeding two years or;
 - (c) partly full-time and partly part-time over a proportionate period of up to two years.

40. Other Matters Relating to Maternity, Adoption and Parental Leave

- 40.1 Communication during Maternity, Adoption and Parental Leave
- (a) Where an Employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, RMS shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing maternity, adoption or parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing maternity, adoption or parental leave.
 - (b) An Employee on maternity, adoption or parental leave must take reasonable steps to inform RMS about any significant matter that will affect the Employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

- (c) The Employee must also notify RMS of changes of address or other contact details which might affect RMS' capacity to comply with this clause.

40.2 Rights of request during Maternity, Adoption or Parental Leave

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

to assist the Employee in reconciling work and parental responsibilities.

- (b) RMS shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or RMS' business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The request and RMS' decision made under this clause must be recorded in writing.

40.3 Re-engagement of casual Employees

- (a) Where the Employee wishes to make a request to return to work on a part-time basis in accordance with this clause, 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.
- (b) RMS shall not fail to re-engage an Employee who is a regular casual Employee (see section 53(2) of the Industrial Relations Act 1996) because the Employee is or has been immediately absent on maternity, adoption or parental leave, or because the Employee's spouse is pregnant. The rights of RMS in relation to an Employee's engagement and re-engagement are not affected, other than in accordance with this subclause.

41. Family and Community Service Leave

41.1 In this clause, "Family Member" in relation to an Employee means the Employee's:

- (a) spouse;
- (b) De Facto Partner;
- (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 Partner);
- (g) 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.

41.2 RMS may grant family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies including, but not limited to, the following reasons;

- (a) compassionate grounds, such as the death or illness of a close Family Member or a member of the Employee's household;
- (b) emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (c) emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens your property and/or prevents the Employee from reporting for duty;
- (d) attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
- (e) attendance at court by you to answer a charge for a criminal offence, only if the Chief Executive considers the granting of family and community service leave to be appropriate in a particular case.

41.3 Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.

41.4 Family and Community Service Leave may also be granted for the following reasons:

- (a) an Employee's absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the Employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- (b) an Employee's attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if the Employee is selected to represent Australia or the State.

41.5 The maximum amount of family and community service leave payable at ordinary rates that may be granted is the greater of:

Conditions	Entitlement
In the first 12 months of services	19 hrs (2.5 days)
In the second year of service	19 hrs (2.5 days)
For each completed year of service after two years completed service	7.6 hrs (1 day)

41.6 Family and community service leave is available to Part-time Employees on a pro-rata basis.

41.7 If an Employee's family and community service leave balance is exhausted, RMS may grant additional paid family and community service leave of up to 3 days on a discrete, 'per occasion' basis to cover the period necessary to arrange or attend the funeral of a Family Member or relative.

41.8 Subject to approval, an Employee's accrued sick leave may be accessed when the Employee's family and community service leave has been exhausted, to allow the Employee to provide short-term care or support for a Family Member who is ill.

41.9 Access to other forms of leave is available for reasons related to family responsibilities or community service, subject to approval. These include:

- (a) accrued annual leave (including single-day periods);
- (b) leave without pay;

- (c) time off in lieu of payment for overtime;
- (d) make up time.

41.10 Depending on your circumstances, you may take an individual form of leave or a combination of leave options. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.

41.11 An Employee who was employed in the NSW Public Sector immediately prior to commencing employment with RMS may transfer the Employee's family and community service leave accruals from the previous Employer.

41.12 An Employee who is a Casual Employee is entitled to not be available to attend work, or to leave work:

- (a) upon the death in Australia of a Family Member; or
- (b) if the Employee is required to care for a Family Member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

41.13 Where a Casual Employee is unavailable to attend work for one of the reasons outlined above, the Employee and RMS shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, a Casual Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Such an Employee is not entitled to any payment for that period.

41.14 If required by RMS, a Casual Employee must produce evidence of the need to take the leave as follows:

- (a) in the case of death, a death certificate or a statutory declaration providing details of the circumstances of death;
- (b) in any other case, a medical certificate or a statutory declaration setting out the nature of the illness or emergency, as applicable.

41.15 RMS shall not fail to re-engage a Casual Employee who has accessed the entitlements provided for in this subclause. The right of RMS to engage or not engage the Employee is otherwise not affected.

42. Study and Examination Leave

42.1 An Employee may claim an entitlement to study leave if the Employee is studying a course which:

- (a) is appropriate to the Employee's present classification;
- (b) is relevant to RMS; or
- (c) provides the Employee with progression or reclassification opportunities.

42.2 Study leave is granted as follows:

Leave basis	Leave entitlement
Face-to-face students	The lesser of: (a) One half hour for every hour of lectures, up to a maximum of four hours per week, or (b) Twenty days per academic year
Correspondence students	The lesser of: (a) One half hour for every hour of lecture time in the face-to-face course, up to a maximum of four hours per week, or (b) Twenty days per academic year

42.3 To assist an Employee who is attempting final examinations in approved courses and to release the Employee from work immediately prior to an examination, the Employee is allowed a maximum of:

- (a) five days examination leave per calendar year for time spent travelling to and from and attending final examinations, or
- (b) half a day for pre-examination leave on the day of the examination, up to a maximum of five days per calendar year.

43. Military Leave

43.1 An Employee, other than a Broken Hill Workshop Employee, who is apart-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves, is eligible for military leave in accordance with RMS policy as follows:

- (a) Naval and Military Reserves up to 24 working days per year;
- (b) Air Force Reserves up to 28 working days per year.

43.2 A Broken Hill Workshop Employee who is a part-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves, is eligible for military leave as follows:

Reason for leave	Entitlement (calendar days)		
	Army	Navy	Air Force
Annual training	14	13	16
Instruction school, classes or courses	14	13	16
Additional obligatory training	4	4	4

44. Special Leave

44.1 RMS may grant special leave for certain activities that are not covered by other forms of leave, including:

- (a) jury service;
- (b) acting a witness when called or subpoenaed by the Crown;
- (c) emergency volunteer activities;
- (d) declared emergencies;
- (e) emergency services and bush fire fighting courses;
- (f) volunteers in policing - education programs;
- (g) trade union activities and training, including:
 - (i) trade union training (up to 12 days every two years);
 - (ii) attending as a witness for a trade union;
 - (iii) assisting counsel or acting as a union advocate;
 - (iv) acting as a member of a conciliation committee;
 - (v) loan of services to a trade union;
 - (vi) as a member of a union executive or council.

- (h) ex-armed services personnel (eg. Medical Review Board, etc.);
- (i) NAIDOC Week, in accordance with RMS policy;
- (j) other miscellaneous activities associated with an Employee's required involvement:
 - (i) as a returning officer;
 - (ii) with local government - holding official office;
 - (iii) with retirement seminars;
 - (iv) as a bone marrow donor;
 - (v) with exchange awards - (eg. Rotary or Lions);
 - (vi) at sporting events - (eg. Olympic or Commonwealth Games);
 - (vii) with graduation and other academic ceremonies;
 - (viii) with professional or learned society meetings/conferences.

45. Public Holidays

45.1 In this Award, Public Holiday means:

- (a) any day or part-day declared or prescribed under a law of NSW to be observed generally within NSW as a public holiday;
- (b) the first Monday in December (recognised as Union Picnic Day); and
- (c) up to a maximum of one Local Public Holiday per calendar year.

45.2 For a holiday to be recognised as a Local Public Holiday under this Award, the following criteria must be satisfied:

- (a) the holiday must be gazetted by the NSW Government as a Public Holiday in a particular region within NSW;
- (b) the holiday must occur on a normal working day; and
- (c) the Employee must be at work in the particular area to which the gazetted holiday applies on the working day before and after the holiday. However, the Employee also satisfies this clause if the Employee would have been required to work on those days in the particular area, but was on approved leave.

45.3 A Local Public Holiday may be taken as two gazetted half-days.

45.4 Where a Local Public Holiday is gazetted for part of a day, Employees must attend work for that part of the Employee's ordinary working hours that are not regarded as a Public Holiday, unless on approved leave.

45.5 Public Holidays and picnic days are compensated at eight hours pay at the hourly rate. However, if a Public Holiday falls on a weekend, no additional payment is made unless the Employee is required to work on that day.

45.6 Employees, other than Broken Hill Workshop Employees, required to work on a Public Holiday or picnic day shall receive double time and a half for time worked on this day. Employees required to work on a picnic day shall be entitled to a minimum of four hours pay.

- 45.7 Broken Hill Workshop Employees required to work on a Public Holiday shall receive double time for time worked on this day, and receive equivalent time off in lieu. Broken Hill Workshop Employees required to work on a picnic day shall be entitled to a minimum of four hours pay.
- 45.8 Employees absent from work on approved leave without pay shall receive payment for any Public Holidays occurring during the first two weeks of the absence at the hourly rate. Public Holidays occurring beyond this two week period are unpaid.
- 45.9 Employees entitled to payment in respect of a Public Holiday under this clause shall receive payment for any Public Holidays occurring during a period of absence covered by workers compensation payments.
- 45.10 Apprentices and trainees who are required to attend classes or training on the Union Picnic Day shall receive a day off in lieu at a mutually agreeable time between the Employee and RMS. In such circumstances, they shall be paid the normal hourly rate.

SECTION 6 - COMMUNICATION AND CONSULTATION

46. Consultation

- 46.1 Pursuant to the provisions contained in this subclause, there shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees.
- 46.2 Consultation regarding major workplace change
- (a) Where the Employer has made a definite decision to introduce major changes in production, workplace policies, organisation, structure or technology that are likely to have significant effects on Employees, the Employer will meet with the Employees who may be affected by the proposed changes and their representatives.
 - (b) Significant effects means declaring Employees excess; major changes in the composition, operation or size of the Employer's workforce; technological changes that impacts on the working arrangements of Employees; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters, and subject to subclause 15.5, an alteration is deemed not to have significant effect.
 - (c) The Employer will provide information to the affected Employees and their representatives about:
 - (i) the proposed changes;
 - (ii) the effects on the Employee(s) of the proposed changes;
 - (iii) the rationale for the proposed changes.
 - (d) The Employees will be given an opportunity to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
 - (e) The Employer will respond to any feedback provided by Employees and the Employee Representatives.
 - (f) Provisions regarding consultation in the context of contracting out are contained in Appendix A, clause 6 of this award.
- 46.3 RMS's Single Bargaining Unit (SBU)

- (a) A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the unions, Unions NSW and RMS management meets regularly and continues to oversee the development, negotiation and implementation of an agreed enterprise arrangement to ensure:
 - (i) a consistent approach;
 - (ii) an effective implementation process in order to achieve the agreed outcomes within the allotted time frames; and
 - (iii) the achievement of sustainable and measurable productivity improvements.

46.4 Regional Consultative Groups

- (a) Regional Consultative Groups exist in each region and include both RMS nominees and union nominated wages staff.
- (b) The groups' role is to continue to promote positive cooperation in overseeing the implementation of each of RMS's workplace reform agenda areas within the regions and to resolve any localised issues including industrial problems that arise during the implementation process.
- (c) The groups provide regular minutes/reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the regional level to the SBU for determination.

46.5 Project teams

- (a) Project teams are established, if required, to oversee the technical development and implementation of RMS's workplace reform agenda items.
- (b) Project teams are under the managerial control of an RMS Project Manager and include both RMS and union nominated wages staff representatives.
- (c) The project teams provide regular reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the project level to the SBU for determination.

46.6 Wages staff task groups

Wages staff task groups are established as required to research and provide recommendations in line with the agreed terms of reference.

46.7 General principles

- (a) The SBU, project teams and regional consultative groups circulate the minutes of their respective meetings to relevant staff.
- (b) Wages staff representatives assigned to a project team, task group or regional consultative group are released from their normal duties, as required, to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they are referred to the SBU.
- (c) Regional consultative groups:
 - (i) are chaired (to be shared) by the union and RMS staff representatives;
 - (ii) develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.

- (d) The SBU, project teams and regional consultative groups are able to second a wages staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- (e) Nominated representatives and group members have agreed to relevant training to assist them in their roles.
- (f) The SBU, project teams, task groups and regional consultative groups are appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

47. Grievance and Dispute Resolution

47.1 In this Award:

- (a) "Grievance" means a personal concern or problem about work or the work environment that the Employee seeks hearing or resolution of and may be the result of a perceived or actual concern regarding:
 - (i) allocation of work or development opportunities;
 - (ii) workplace communication difficulties, or interpersonal disputes;
 - (iii) changes in work processes or practices.

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

47.3 This disputes procedure outlined at subclause 47.4 below shall apply to any dispute that arises with respect to the following:

- (a) matters pertaining to the relationship between the Employer and Employees;
- (b) matters pertaining to the relationship between the Employer and the union parties to this Award which pertain to the Award; and/or
- (c) the operation and application of this Award.

47.4 Dispute Settlement Process

Step One

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

Step Two

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

Step Three

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

Step Four

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

Step Five

If following Steps 1 -4 the dispute remains unresolved, any relevant party may refer the matter to the NSWIRC for conciliation in the first instance, and if conciliation does not resolve the Dispute, the matter shall be arbitrated by the NSWIRC.

- 47.5 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the next in sequence to accelerate resolution or for some other reason(s), or to agree to refer the dispute to the NSWIRC for urgent resolution, or for making a submission to the NSWIRC that the status quo should remain.
- 47.6 Whilst this procedure is continuing, no work stoppage or any other form of work limitation shall occur, or any other form of work limitation will be applied.
- 47.7 The parties acknowledge that where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health and safety of any person, it may not be practical to follow the procedure in this clause in attempting to resolve the dispute; and that an urgent reference to the NSWIRC may be required.

48. Disputes Relating to Work Health and Safety

- 48.1 Where a Work Health and Safety risk is identified or a genuine safety factor is the source of a dispute, the following procedure shall be observed:
- (a) Employees and the Unions have an obligation to notify RMS of the risk through the Work Health and Safety Committee;
 - (b) RMS shall be allowed a reasonable time to respond;
 - (c) RMS must address and report on the issue identified within a reasonable time.
- 48.2 The parties acknowledge that all reasonable efforts must be made to achieve an effective resolution of the issue, prior to asking the Regulator to assist in resolving the issue.
- 48.3 Under the WHS Act, an Employee may cease, or refuse to carry out, work if the Employee has a reasonable concern that to carry out the work would expose the Employee to a serious risk to the Employee's health or safety emanating from an immediate or imminent exposure to a hazard. In this case, the Employee must remain available to carry out suitable alternative work.
- 48.4 The Parties acknowledge that it is an offence under the WHS Act to:
- (a) provide false or misleading information in complying or purportedly complying with the Act;
 - (b) make false or misleading representations to another person about that person's rights or obligations under the Act.
- 48.5 RMS, the Unions and Employees are committed to the WHS Act and all other relevant statutory requirements. This clause is intended to operate in a manner that is consistent with the operation of the WHS Act.

49. Union Contributions

- 49.1 Upon written authority from an Employee, RMS will deduct Union membership fees from the Employee's fortnightly pay (or such other frequency as agreed between RMS and the relevant Union) and forward these fees regularly to the relevant Union. RMS will also include all necessary information to enable the union to reconcile and credit subscriptions to the Employee's membership account.
- 49.2 If an Employee has already authorised the deduction of their union membership fees from their 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.

50. Union Representatives

- 50.1 In this clause, Union Delegate means an Employee in respect of which:
- (a) the Union to which the Employee is a member is elected as a delegate in accordance with the relevant union's rules; and
 - (b) that Union is entitled to represent the Employee of the Employer; and
 - (c) the Union has notified the RMS Industrial Relations team in writing that the Employee is an elected delegate.
- 50.2 An Employee who is a Union Delegate shall be provided with sufficient time in working hours to interview the supervisors, managers and Employees whom the Delegate represents, on matters affecting them.

SECTION 7 - CLAUSES OF SPECIFIC APPLICATION

51. Sydney Harbour Bridge Maintenance Employees

- 51.1 This clause applies to Employees who are attached to the Sydney Harbour Bridge Maintenance office, and does not apply to any other Employee.
- 51.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.

Working Hours

- 51.3 Normal Work Cycle, in relation to an Employee covered by this clause, means a work cycle consisting of:
- (a) nine working days within a 10 day, two week cycle;
 - (b) eight hours and 27 minutes worked each day between 6:00 am and 6:00 pm;
 - (c) a 30 minute meal break which includes a paid 10 minute morning tea break and a 20 minute unpaid break between 11:30 am and 12 noon; and
 - (d) a 10 minute tea break immediately before finishing time.
- 51.4 During this cycle, 51 minutes of each day worked is accrued towards one day off in each two week cycle, known as an Accrued Day Off (ADO).
- 51.5 If an ADO falls on a Public Holiday, the ADO may be taken on:
- (a) the next working day;
 - (b) an alternative day in the same two week cycle; or

- (c) an alternative day in the next two week cycle.

Amenities

- 51.6 RMS provides a "clean/dirty" area for Employees to store personal clothing separate from protective clothing. This area shall have sufficient washing and showering facilities separated from all dirty sections of the area.
- 51.7 Employees shall be provided with the following breaks, in addition to any other breaks in this clause:
- (a) a five minute break before lunch to wash and put away personal belongings, or a ten minute break if the Employee was performing tasks associated with lead paint removal (as outlined in subclause 24.5), to shower and put away personal belongings;
 - (b) a ten minute break before finishing time to shower, and
 - (c) enough time before lunch and finishing time to reach an area from the Employee's place of work on the bridge.
- 51.8 Employees shall be provided with a separate area for the storage of clothes, tools and food. This area must not contain painting materials.
- 51.9 If Employees are required to work temporarily from another location that is not the Sydney Harbour Bridge Maintenance office, the Employee will be entitled to be reimbursed all fares actually and necessarily incurred to travel to the other location.

52. Traffic Signals Employees

- 52.1 This clause applies to Employees who are engaged as Traffic Signals Technicians' Assistants, and does not apply to any other Employee.
- 52.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.
- 52.3 If an Employee is a Traffic Signals Technicians' Assistant:
- (a) an afternoon shift finishes after 6:00pm and at or before midnight
 - (b) a night shift finishes after midnight and at or before 8:00am
 - (c) regular afternoon or night shifts apply which are a normal feature of the Employee's work, occur five nights each week and are in operation for more than four consecutive weeks.
- 52.4 If an Employee works regular afternoon or night shifts, the Employee is paid at the normal rate plus 15%. Any work other than regular afternoon or night shifts is paid as follows:
- (a) the first five shifts are paid at time-and-a-half.
 - (b) more than five shifts and up to four weeks are paid at the ordinary rate plus 20%.
 - (c) more than four weeks are paid at the ordinary rate plus 15%.
- 52.5 If an Employee works only night shifts, the Employee is paid at the normal rate plus 30% for each shift the Employee works.
- 52.6 Saturday time is:
- (a) worked between Friday midnight and Saturday midnight.

- (b) paid at time-and-a-half for normal rostered shifts.

52.7 Sunday time is:

- (a) worked between Saturday midnight and Sunday midnight.
- (b) paid at double-time.

53. Traffic Emergency Patrollers

53.1 This clause applies to Employees who are engaged as Traffic Emergency Patrollers (TEPs), and does not apply to any other Employee.

53.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.

53.3 If an Employee is a TEPs, the Employee is either a:

- (a) shift worker engaged on a combination of morning and afternoon shifts, or
- (b) continuous shift worker engaged on a 24 hour, 7 day, rotating roster.

53.4 An Employee is not required to work more than 6 consecutive days during the Employee’s roster cycle.

53.5 Employees’ working hours and shift allowances are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 1:00pm	ordinary rate plus 12.5%
Night	at or after 4:00pm	ordinary rate plus 15%

53.6 Employees will be paid at time-and-a-half of the ordinary pay rate for all ordinary time worked on Saturday.

53.7 Employees will be paid at double the ordinary pay rate for all ordinary time worked on a Sunday.

53.8 Employees will be paid at double-time-and-a-half of the ordinary pay rate for all ordinary time worked on a Public Holiday.

53.9 Employees will be allowed and paid a crib break in accordance with subclause 19.13 above.

53.10 Shift rosters operate in the following manner:

- (a) Employees are rostered to work shifts as required by RMS.
- (b) Notice of shifts to be worked is given at least seven days in advance.
- (c) If less than seven days notice is given of shift changes, an Employee is paid at the same rate as the Employee’s previous shift, provided it is greater.

53.11 If an Employee is rostered on a special or spare shift and the Employee is directed to work another shift which:

- (a) pays a lesser pay rate, then the Employee is entitled to retain the pay rate of the Employee’s normal shift.
- (b) has a greater penalty, then the Employee is entitled to the higher pay rate based on the inclusion of the penalty for the shift the Employee actually worked.

- 53.12 If an Employee is directed to temporarily work a shift that pays a lesser pay rate, the Employee is entitled to retain the pay rate of the Employee's normal shift.
- 53.13 If an Employee is directed to work at an alternative location, the Employee is paid the appropriate fares to the new destination, in accordance with the provisions outlined in clauses 27, 28 and 29.
- 53.14 If an Employee is required to change their shift and/or location with less than 48 hours notice, the Employee is paid an additional 3 hours at the Employee's ordinary/unloaded pay rate, in addition to the provisions outlined above, in recognition of any inconvenience caused by the change to the Employee's shift pattern.
- 53.15 A full time Employee who ordinarily works a roster with a day on which a Public Holiday is proclaimed, but is rostered off on that day, will be entitled to time off in lieu, for this time up to a maximum of 7.6 hours. The time off in lieu shall be taken at a time nominated by the Employee's manager and subject to operational requirements.

54. Tow Truck Employees

- 54.1 This clause applies to Employees who are engaged as Tow Truck Drivers or Tow Truck Attendants (Tow Truck Employees), and does not apply to any other Employee.
- 54.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.
- 54.3 If an Employee is a Tow Truck Driver or Tow Truck Attendant the Employee is engaged on a 24 hour, 7 day, rotating roster.
- 54.4 Tow Truck Employees shall not be required to work more than 6 consecutive days during the roster cycle.
- 54.5 The working hours and shift allowances for Tow Truck Staff are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 12 Noon	ordinary rate plus 15%
Night	at or after 6:00pm	ordinary rate plus 20%

- 54.6 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.
- 54.7 Payment for all time worked on a Sunday shall be at the rate of double the ordinary rate of pay.
- 54.8 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.
- 54.9 Employees will be allowed and paid a crib break in accordance with clauses 19.13, above.
- 54.10 Shift rosters shall operate in the following manner:
 - (a) Employees shall be rostered to work shifts as required by RMS.
 - (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.

- 54.11 If an Employee is rostered on a relief line and the Employee's shifts, as notified in subclause 54.10 above, are changed with less than 7 days notice the Employee will be paid at the rate of the previously rostered shift providing that it is greater.
- 54.12 Where an Employee is directed to work at an alternate location, the Employee will be paid the appropriate fares to the new destination in accordance with the provisions outlined in clauses 27, 28 and 29.
- 54.13 Where an Employee is required to change shift and/or location with less than 48 hours notice, the Employee will be paid an additional 3 hours at the unloaded rate of pay, in addition to the provisions outlined in subclause 54.11 above, in recognition of any inconvenience caused by the alternation to the shift pattern.
- 54.14 A full time Employee who ordinarily works a roster with a day on which a Public Holiday is proclaimed, but is rostered off on that day, will be entitled to time off in lieu, for this time up to a maximum of 7.6 hours. The time off in lieu shall be taken at a time nominated by the Employee's manager and subject to operational requirements.

PART B - PAY RATES AND ALLOWANCES

MONETARY RATES

Table 1 - Rates of Pay, Non Trades (not applicable to Broken Hill Workshop Employees)

Pay point	Positions	Weekly Rates effective from the first full pay period on or after 1 July 2017 and inclusive of 2.5% increase \$	Weekly Rates effective from the first full pay period on or after 1 July 2018 and inclusive of 2.5% increase \$
1	Roadworker Grade 1 Sydney Harbour Bridge Worker Grade 1	1051.37	1077.65
2	Roadworker Grade 2 Sydney Harbour Bridge Worker Grade 2	1079.58	1106.57
3	Roadworker Grade 3 Linemarkers Grade 1 Building Attendant Sydney Harbour Bridge Worker Grade 3	1107.91	1135.60
4	Bridge Worker Grade 4 Technician's Assistant Grade 1 Works Assistant Grade 1 Road Worker Grade 4 Plant Operator Grade 1 Roller Operator Tow Truck Attendant Linemarkers Grade 2 Storeperson Grade 1 Sydney Harbour Bridge Worker Grade 4	1136.23	1164.63
5	Bridge Worker Grade 5 Technician's Assistant Grade 2 Road Worker Grade 5 Plant Operator Grade 2 Truck Driver (MR General) Truck Driver (Stores) Linemarkers Grade 3 Storeperson Grade 2	1164.87	1193.99

	Rigger Grade 1 Traffic Emergency Patroller		
6	Technician's Assistant Grade 3 Works Assistant Grade 2 Bituminous Spray Operator Plant Operator Grade 3 Truck Driver (MR Gang Truck) Truck Driver (HR Truck - General) Water Cart Operator Snowplough Operator Rigger Grade 2 Truck Mounted Attenuator (TMA) Operator	1193.09	1222.91
7	Works Assistant Grade 3 Truck Driver (HR Gang Truck) Truck Driver (Semi Trailer) Rigger Grade 3	1221.84	1252.39
8	Rigger Grade 4 Bitumen Spray Driver Finishing Grader Operator Truck Driver (Tow Truck) Barrier Transfer Operator	1250.05	1281.31
9	Truck Driver (Road Train) Team Leader (Rigger) Team Leader Grade 1 Team Leader (Stores) Traffic Emergency Patroller (Team Leader)	1278.59	1310.56
10		1306.81	1339.48
11		1335.13	1368.51
12	Team Leader Grade 2 Team Leader (Tow Trucks) Team Leader Barrier Transfer Operator	1363.67	1397.76

Table 2 - Rates of Pay, Trades (not applicable to Broken Hill Workshop Employees)

Pay point	Positions	Weekly Rates effective from first full pay period on or after 1 July 2017 and inclusive of 2.5% increase \$	Weekly Rates effective from first full pay period on or after 1 July 2018 and inclusive of 2.5% increase \$
1	Painter Grade 1 Traffic Facilities Painter Grade 1	1144.63	1173.24
2	Plasterer Grade 1	1163.69	1192.78
3	Mechanical Trades Grade 1 Fitter Grade 1	1169.61	1198.85
4	Painter Grade 2	1172.95	1202.27
5	Signwriter Grade 1	1178.66	1208.12
6	Metal Fabricator Grade 1 Plumber Grade 1	1181.46	1210.99
7	Shipwright Grade 1	1191.69	1221.48
8	Painter Grade 3 Traffic Facilities Painter Grade 2	1201.81	1231.86
9	Bridge Maintenance Welder Grade 1 Construction Carpenter Grade 1	1203.10	1233.18
10	Electrician Grade 1	1228.52	1259.23
11	Painter Grade 4 Traffic facilities Painter Grade 3	1230.24	1261.00

12	Mechanical Trades Grade 2 Fitter Grade 2	1232.50	1263.31
13	Signwriter Grade 2	1237.46	1268.39
14	Metal Fabricator Grade 2 Plumber Grade 2	1240.58	1271.59
15	Bridge Maintenance Welder Grade 2 Construction Carpenter Grade 2	1263.30	1294.88
16	Signwriter Grade 3	1266.96	1298.64
17	Electrician Grade 2	1290.01	1322.26
18	Construction Carpenter Grade 3	1293.24	1325.57
19	Mechanical Trades Grade 3 Fitter Grade 3	1294.42	1326.78
20	Plumber Grade 3	1299.70	1332.19
21		1335.13	1368.51
22	Electrician Grade 3	1351.07	1384.84
23		1355.91	1389.81
24	Plumber (Team Leader) Mechanical Trades Team Leader Fitter (Team Leader) Painter (Team Leader) Bridge Maintenance Welder (Team Leader) Metal Fabricator (Team Leader) Construction Carpenter (Team Leader) Shipwright (Team Leader) Signwriter (Team Leader) Traffic Facilities Painter (Team Leader)	1363.67	1397.76
25	Electrician (Team Leader)	1412.45	1447.76

Table 3 - Rates of Pay, Broken Hill Workshop Employees Only

Positions	Weekly Rates effective from first full pay period on or after 1 July 2017 and inclusive of 2.5% increase \$	Weekly Rates effective from first full pay period on or after 1 July 2018 and inclusive of 2.5% increase \$
Tradesperson		
Plant Mechanic	1262.65	1294.22
Boilermaker	1262.65	1294.22
Carpenter	1262.65	1294.22
Painter	1262.65	1294.22
Electrical Fitter	1285.27	1317.40
Plant Operator		
Mobile Crane Operator	1135.90	1164.30
General		
Storeman	1115.87	1143.77
Cleaner	1120.94	1148.96
Labour (Fitter/Plant Mechanic)	1095.09	1122.47
General Labour	1086.47	1113.64
Labourer (Testing Laboratory)	1086.47	1113.64
Labourer Junior Male (19/21 years)	975.56	999.94
Labourer Hammer & Drill	1108.44	1136.15
Labourer (Proline Borer or Benkleman Beam)	1127.61	1155.80
Apprentice - School Certificate		
Year 1	670.04	686.79
Year 2	808.85	829.07
Year 3	947.56	971.24

Year 4	1086.47	1113.64
Apprentice -Higher School Certificate Level		
Year 1	808.85	829.07
Year 2	947.56	971.24
Year 3	1086.47	1113.64
Year 4	1224.96	1255.59

Table 4 - Rates of Pay, Apprentices (not applicable to Broken Hill Workshop Employees)

Pay point	Positions	Weekly Rates effective from first full pay period on or after 1 July 2017 and inclusive of 2.5% increase \$	Weekly Rates effective from first full pay period on or after 1 July 2018 and inclusive of 2.5% increase \$
1	Apprentice 1st Year Painter/Decorator Signwriter	512.49	525.30
2	Apprentice 1st Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	521.32	534.36
3	Apprentice 1st Year Bricklayer Civil Construction	528.11	541.31
4	Apprentice 1st Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	537.69	551.13
5	Apprentice 1st Year Carpenter/Joiner Shipwright	559.88	573.87
6	Apprentice 1st Year Bridge & Wharf Carpenter	571.40	585.68
7	Apprentice 2nd Year Painter/Decorator Signwriter	664.12	680.72
8	Apprentice 2nd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	672.95	689.77
9	Apprentice 2nd Year Bricklayer Civil Construction	679.52	696.51
10	Apprentice 2nd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer	689.10	706.33

	Welder Plumber		
11	Apprentice 2nd Year Carpenter/Joiner Shipwright	711.72	729.51
12	Apprentice 2nd Year Bridge & Wharf Carpenter	723.13	741.21
13	Apprentice 3rd Year Painter/Decorator Signwriter	842.99	864.06
14	Apprentice 3rd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	851.93	873.23
15	Apprentice 3rd Year Bricklayer Civil Construction	858.17	879.63
16	Apprentice 3rd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	868.08	889.78
17	Apprentice 3rd Year Carpenter/Joiner Shipwright	889.94	912.19
18	Apprentice 3rd Year Bridge & Wharf Carpenter	901.36	923.89
19	Apprentice 4th Year Painter/Decorator Signwriter	966.83	991.00
20	Apprentice 4th Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	975.88	1000.28
21	Apprentice 4th Year Bricklayer Civil Construction	982.34	1006.90
22	Apprentice 4th Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	992.46	1017.27
23	Apprentice 4th Year Carpenter/Joiner Shipwright	1014.54	1039.90
24	Apprentice 4th Year Bridge & Wharf Carpenter	1025.31	1050.94

Table 5 - Other Rates and Allowances (not applicable for Broken Hill Workshop Employees)

^	To be updated in accordance with the CE Wages Staff (Rates of Pay) Award
*	To be updated in accordance with the NSW Treasury Circulars
~	To be updated in accordance with clause 23.2 of the CE (Skilled Trades) Award

Clause	Description	Weekly Rates effective from first full pay period on or after 1 July 2017 and inclusive of 2.5% increase \$	Weekly Rates effective from first full pay period on or after 1 July 2018 and inclusive of 2.5% increase \$
Other Rates			
24.10	Sydney Harbour Bridge Maintenance Staff		
	Sydney Harbour Bridge Allowance	209.02	214.25
Allowances			
24.5	Lead Paint Removal Allowance (per hour)	2.4768	2.5388
24.6	Asbestos Materials		
	Tradespersons	1.01	1.04
24.7	Asbestos Eradication		
	Tradespersons	2.75	2.81
24.3	Asphalt Plant Repairs		
	Tradespersons	1.01	1.04
24.8	Long/Wide Loads Allowance		
	Transport Workers		
	2.90m wide or 18.29m long or 4.30m high	2.5898	2.6545
	minimum payment	10.36	10.62
	3.36m wide or 21.34m long or 4.58m high	4.8460	4.9672
	minimum payment	19.38	19.87
20.13 & 20.14	Meal Allowance		
(a)	First meal	^	^
(b)	Subsequent meal	^	^
27.2	Fares		
(b)	per week	12.00	12.00
	per day	2.40	2.40
27.3	Travelling Allowance		
	3 but not more than 10 kms	4.20	4.20
	More than 10 but not more than 20km	8.30	8.30
	More than 20 km but not more than 30km	12.40	12.40
	More than 30km but not more than 40km	16.50	16.50
	More than 40km but not more than 50km	20.70	20.70
	More than 50km but not more than 60km	24.80	24.80
	More than 60km but not more than 70km	29.00	29.00
	More than 70km but not more than 80km	33.00	33.00
	More than 80kms but more than 90km	37.20	37.20
	More than 90km but not more than 100km	41.30	41.30
29	Distant Work		
	Board & Lodging	*	*
	Broken parts of week where camp not provided	*	*

	Breakfast	*	*
	Lunch	*	*
	Dinner	*	*
	Incidentals	*	*
	Private Vehicle over 2700cc	*	*
	Private Vehicle 1600cc - 2700cc	*	*
	Private Vehicle under 1600cc	*	*
	Other Conditions		
24.4	First Aid Allowance	3.65	3.74
31.1(c)	Insuring Tools Reimbursement for Loss	~	~

APPENDIX A

Workplace Reform

1. Benchmarking

The parties agree to co-operate in benchmarking processes to measure performance of RMS Road Services Business Units against other public and private sector road services providers.

2. Process Improvement

RMS, Unions and Employees are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which result in improvement in productivity and/or the elimination of duplication and waste. The regional consultative groups monitor the development and implementation of process improvement and provide appropriate updates, reports and recommendations to the SBU.

3. Performance Planning & Feedback

- 3.1 RMS will implement a performance planning and feedback scheme that applies to all wages staff and is:
- (a) implemented in consultation with the unions that will link performance in the workplace with the goals of RMS, its regions and work units;
 - (b) supported by appropriate training; and
 - (c) evaluated and monitored by the SBU.
- 3.2 This scheme recognises and reflects the increasing importance of teams in RMS and their contribution to service and quality.
- 3.3 The parties are committed to:
- (a) ensuring teams and Employees understand the relationship or interdependence of their role with other teams and Employees;
 - (b) clearly defining expectations for each team and Employee against the agreed goals of RMS and productivity standards;
 - (c) ensuring each team and Employee clearly understands RMS's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals;

- (d) obtaining feedback from teams and Employees on RMS's work practices, management practices and possible innovations; and
- (e) encouraging teams and Employees to participate in their work unit's decision making process.

4. Conditions of Employment

4.1 The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes are:

- (a) developed and implemented in consultation with the unions to link performance in the workplace with the goals of RMS;
- (b) evaluated and monitored by the SBU.

4.2 In making this commitment, the parties accept, in principle, the need to:

- (a) review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources;
- (b) review and rationalise administrative procedures;
- (c) reduce and update documentation;
- (d) ensure, where possible, consistent working conditions for all wages staff;
- (e) provide opportunities for all Employees to better manage their working and personal lives;
- (f) review current work patterns to investigate flexible work arrangements which better meet Employees and customers' needs.

5. Workplace Health & Safety

5.1 RMS is committed to ensuring the health, safety and wellbeing of its staff in the workplace. This is achieved by:

- (a) implementation of appropriate health and safety practices and procedures;
- (b) appropriate management policies and practices; and
- (c) the active and constructive involvement of all wages staff; and
- (d) management and wages staff representatives' participation on occupational health and safety committees.

5.2 RMS encourages Employees to take a constructive role in promoting improvements in work health, safety and welfare to assist RMS in achieving a healthy and safe working environment.

6. Contracting Out

6.1 Application and Definition

- (a) For the purpose of this clause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.

6.2 Considering Proposal to Contract Out Work

- (a) Where RMS determines it intends to pursue a proposal to contract out work, subject to Government Approval, relevant unions and affected Employees will be notified. Sufficient time will be provided to relevant unions and affected Employees to discuss RMS's intention to pursue a proposal to contract out work.

6.3 Decision to Contract Out Work

- (a) Once RMS has finalised a proposal and has made a decision to contract out work, RMS agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work. This does not require the disclosure of confidential or commercial in confidence information.
- (b) Prior to implementation of a proposal to contract out work, RMS will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.
- (c) Subject to reasonable notice and operational requirements, RMS agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 6.3(b) above.

6.4 Dispute Settlement Procedure

- (a) Any issues or matters in dispute should be dealt with under the Dispute Settlement Procedure in clause 46 of this Award.

7. Contractors Protocol

7.1 Where work is to be carried out by contract, including sub-contract, RMS:

- (a) abide by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.
- (b) ensures that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying the rates and providing conditions contained in the appropriate award and/or registered industrial agreement, as well as complying with other statutory provisions and RMS specified standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards and the provisions set out in clause 7, Work Health and Safety.
- (c) on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RMS standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards, , takes necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract is implemented, if appropriate.

8. Unplanned absenteeism (sick leave)

The parties are committed to implementing tailored strategies to reduce the level of sick leave being taken by Employees.

Employees who have a good sick leave record who have been suffering from a genuine prolonged illness shall, subject to Chief Executive approval, continue to be entitled to additional paid sick leave should they exhaust their existing paid sick leave entitlement.

9. Communication

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

10. Field Input Data Operation

The parties agree to fully implement data collection and analysis systems to improve scheduling and prioritising of maintenance works.

11. Alliance Model

The parties agree to fully implement the Alliance Model of work whereby RMS staff work alongside private industry parties in order to achieve the outcomes of RMS.