

TRANSPORT SERVICE SENIOR MANAGER AND SENIOR EXECUTIVE EMPLOYMENT CONDITIONS INSTRUMENT

APPLICATION:

This Conditions Instrument (**Instrument**) is applicable to all persons employed as a member of the Transport Service Senior Manager and Transport Service Senior Executive as defined in the Transport Administration Act. This includes all persons who were employed as a member of the Transport Senior Service on 30 June 2017.

This Instrument is not incorporated into and does not form part of any contract of employment or Determination, nor does it impose any contractual obligations on the Employer. This Instrument may be varied, replaced or withdrawn by the Employer at any time.

Contents

1	DEFINITIONS.....	2
2	POLICIES AND PROCEDURES	3
3	PROBATIONARY PERIOD.....	3
4	FORMS OF EMPLOYMENT AND HOURS OF WORK.....	3
5	CLASSIFICATION AND TOTAL REMUNERATION PACKAGE	4
6	TERMINATION OF EMPLOYMENT	4
7	ABSENCE FROM DUTY.....	4
8	ABANDONMENT OF EMPLOYMENT	4
9	LEAVE PROVISIONS	4
10	PUBLIC HOLIDAYS	11
11	HIGHER DUTIES	11
12	BANKRUPTCY DECLARATION	12
13	TRANSITIONAL ARRANGEMENTS	12

1 DEFINITIONS

Act	<i>Transport Administration Act 1988</i> (including as amended by the <i>Government Sector Employment Legislation Amendment Act 2016</i> on 1 July 2017)
Domestic Violence	means domestic violence as defined in the <i>Crimes (Domestic and Personal Violence) Act 2007</i> .
Employee	all persons designated as a Transport Service Senior Manager or employed and assigned as a Transport Service Senior Executive as defined in the Act. This includes all persons who were employed as member of the Transport Senior Service on 30 June 2017.
Employer	means the Transport Secretary in accordance with section 68C(3) of the Act.
Family Member	<p>a) a spouse of the Employee;</p> <p>b) a de facto spouse, who, in relation to a person is a person of the opposite (or same) sex to the Employee who lives with the Employee as the husband or wife on a bona fide domestic basis although not legally married to the Employee.</p> <p>c) a child or adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the Employee or spouse or de facto spouse of the Employee.</p> <p>d) a relative of the Employee who is a member of the same household, where for the purposes of this definition:</p> <ul style="list-style-type: none"> 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 the other; and iii. “household” means a family group living in the same domestic dwelling.
Family Responsibilities	means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member), attending to unplanned or unforeseen family responsibilities (such as attending a child’s school for an emergency reason or emergency cancellations by child care providers).
Full-Time Employee	means a person who is employed to work the ordinary hours prescribed in Clause 4.
Parental Leave	Leave for employees who stop working to care for their newborn baby or a child in their care through placement, adoption or surrogacy.
Part-Time Employee	means a person employed to work fewer ordinary hours than those worked by a Full-Time Employee of the same classification and grade.
Preserved Remuneration	for Senior Managers this means the remuneration range in place for the classification of Senior Service 1 on 30 June 2017, including future adjustments in accordance with SOORT.

	for Senior Executives this means the remuneration ranges in place for the classifications of Senior Service 2-6 on 30 June 2017, including future adjustments in accordance with SOORT.
--	---

2 POLICIES AND PROCEDURES

- 2.1 Transport Service Senior Managers and Senior Executives must comply with applicable policies and procedures in the Transport Service and Transport Agency in which they undertake duties.
- 2.2 A reference to a policy, procedure or legislation does not incorporate the policy, procedure or legislation into this Conditions Instrument and does not affect the ability to vary the policy, procedure or legislation from time to time.
- 2.3 Where there is a reference to a policy or legislation in this Instrument, the policy or legislation to be applied will be that in force on the relevant occasion, which may be different to the policy or legislation in force at the time this Instrument is made.
- 2.4 Transport policies and procedures apply to employees when indicated in the relevant policy or procedure.
- 2.5 Transport Service Senior Managers and Senior Executives must uphold the values and integrity of the Transport Service in accordance with the Transport Code of Conduct, the Code of Ethics and Conduct for NSW government sector employees, the Information Security Policy and other applicable policies and procedures.

3 PROBATIONARY PERIOD

- 3.1 All new Employees, other than an Employee who immediately prior to their employment in the Transport Service was employed in the NSW Public Sector, will be subject to a probationary period of 6 months' service.

4 FORMS OF EMPLOYMENT AND HOURS OF WORK

- 4.1 Employees are engaged either on a full-time or part-time basis.
- 4.2 The Employee's below hours of work are for the purpose of calculating leave entitlements. Employees must work all hours reasonably necessary, and at such times as are reasonably required, to perform the Employee's duties and responsibilities.

4.3 Full-Time Employment

The standard hours to be worked by a Full-Time Employee are a notional 35 hours per week/ 7 hours per day for the purposes of calculating leave entitlements.

4.4 Part-Time Employment

- (a) A Part-Time Employee shall be engaged to work a regular number of agreed days per week and hours per day (for between 3 and 7 hours per day). The agreed hours shall be the contract hours of work for the purpose of calculating leave entitlements.
- (b) Part-Time Employees shall be paid at the same hourly rate of a Full-Time Employee in the same classification based on a 35 hour working week, including any relevant expenses and/or allowances as prescribed in this Instrument.
- (c) Part-time Employees receive full time entitlements on a pro rata basis calculated according to the number of hours an Employee works in a part-time role or under a

part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.

5 CLASSIFICATION AND TOTAL REMUNERATION PACKAGE

- 5.1 Employees are employed in a classification as a Transport Service Senior Manager or in a Transport Service Senior Executive band.
- 5.2 Employees will be paid a Total Remuneration Package (**TRP**) per annum in accordance with the applicable TRP range (refer to clause 13 - Transitional Arrangements if employed as a member of the Senior Service on 30 June 2017).
- 5.3 Unless otherwise stated in this Instrument or in policy, an Employee's TRP is inclusive of all expenses, allowances, loadings (including annual leave loading), and superannuation contributions.
- 5.4 Any remuneration increases will be based on a formal performance assessment in accordance with the relevant policy and the application of SOORT determination/government policy. As a result of this review the Employee's remuneration may be adjusted or remain unchanged.
- 5.5 The remuneration bands will be increased in accordance with SOORT determination/government policy.
- 5.6 Employees will be paid monthly.

6 TERMINATION OF EMPLOYMENT

- 6.1 Termination provisions are contained in the Employee's Employment Agreement and Employer policies and procedures.
- 6.2 Where the Employee has been provided with notice of termination, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.

7 ABSENCE FROM DUTY

- 7.1 An Employee must not be absent from duty unless reasonable cause is shown.
- 7.2 Where an Employee is absent from duty because of illness or other emergency, the Employee must, as soon as practicable, provide an explanation for the absence.
- 7.3 Where an explanation to the satisfaction of the Employer is not provided, the amount paid to the Employee for the period of absence may be deducted from the Employee's pay.

8 ABANDONMENT OF EMPLOYMENT

- 8.1 If an Employee is absent for a period of 5 consecutive working days without authorisation they may have their employment terminated in accordance with their contract of employment and applicable policy.

9 LEAVE PROVISIONS

9.1 Annual Leave

- (a) Subject to this clause, annual leave is in accordance with the *Annual Holidays Act 1944*.
- (b) Employees are entitled to 4 weeks' annual leave each year, which accrues on a pro-rata basis over a calendar year.

- (c) Limits on accumulation of leave:
 - (i) Employees must take at least 2 consecutive weeks of annual leave every 12 months, unless otherwise agreed.
 - (ii) Where operational requirements permit, the wishes of the Employee will be taken into account regarding the time that such leave is to be taken.
- (d) Additional annual leave, at the rate of 5 days per year, accrues to those employees stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal.
- (e) An Employee who takes unpaid parental leave in accordance with this Instrument, is entitled to take annual leave on half pay at the same time.
- (f) An Employee may seek approval to cash out their accrued annual leave, subject to a balance of a minimum of 10 days (or equivalent in the case of a Part-Time Employee) accrued annual leave remaining.

9.2 Sick Leave

- (a) Where it is established that leave is necessary on account of illness or injury, an Employee may be granted leave of absence with pay at ordinary rates as follows:
 - (i) Sick leave on full pay accrues to an Employee at the rate of 15 days each calendar year, and any such accrued leave, which is not taken, is cumulative;
 - (ii) Employees are required to provide medical certificates when sick leave exceeds 2 consecutive days; and
 - (iii) Subject to any restrictions imposed as a result of unsatisfactory attendance, Employees are entitled to a maximum of 5 single days of total sick leave entitlements in any one year as uncertified absences, after which all such leave requires a medical certificate.
- (b) Accrued but untaken sick leave will not be paid out on termination of employment.

9.3 Carer's Leave

- (a) Employees will be able to elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide care and support when a Family Member is ill, or requires care due to an unexpected emergency.
- (b) Employees will be entitled to Carer's Leave when:
 - (i) their entitlements to Family and Community Service Leave is exhausted; and
 - (ii) they are the primary care-giver of a category of a Family Member.
- (c) Carer's leave is only available for Employees to care for a Family Member where the illness is sudden or short term.
- (d) Other forms of leave and carer's responsibilities

An Employee may, by agreement, take annual leave at any time within a period of 24 months from the date at which it falls due.

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

9.4 Family and Community Service Leave

- (a) Family and Community Service Leave (FACSL) is available:
 - (i) for reasons related to family responsibility;
 - (ii) for reasons related to performance of community service; or
 - (iii) in case of pressing necessity, natural disaster or major transport disruption.
- (b) Family and community service leave shall accrue as follows:
 - (i) 2.5 days in the Employee's first year of service;
 - (ii) 2.5 days in the Employee's second year of service; and
 - (iii) 1 day per year thereafter.
- (c) If available FACSL is exhausted, on the death of a Family Member, additional paid FACSL of up to 2 days will be granted on a discrete, per occasion, basis to an Employee.

9.5 Extended Leave

- (a) Employees will be entitled to Extended Leave in accordance with Schedules 1 and 2 of the *Government Sector Employment Regulation 2014*.
- (b) An Employee who has completed 10 years of continuous service with the Transport Service is entitled to extended leave of:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, Employees accrue 11 working days extended leave.
- (d) Employees who have completed at least 7 years of continuous service with the Transport Service, or as recognised in accordance with Schedules 1 and 2 of the

Government Sector Employment Regulation 2014, are entitled to access the extended leave accrual indicated in subparagraph (b) above on a pro rata basis of 4.4 working days per completed year of service.

- (e) Part-Time Employees are entitled to extended leave on the same basis as that applying to Full-Time Employees but payment for the leave is calculated on a pro rata basis.
- (f) An Employee may seek approval to be paid the whole or part of the monetary value of their accrued extended leave.

9.6 Parental Leave

(a) Definitions

For the purpose of this clause:

- (i) “Child” means a child, or children from a multiple birth or Placement.
- (ii) “Partner” of the Employee includes a spouse, De facto partner, former partner or former De facto partner.
- (iii) “De facto Partner” of the Employee means a person who is the Employee’s partner, who lives with the Employee on a bona fide domestic basis, although not legally married to the Employee.
- (iv) “Primary Responsibility” means the person who meets the Child’s physical needs more than anyone else, including feeding, dressing, bathing and otherwise supervising the Child. Only one person at a time can have primary responsibility for the Child.
- (v) “Placement” includes placement of a Child through:
 - A. Adoption;
 - B. Surrogacy;
 - C. Permanent out of home care arrangements where the date of the guardianship or permanent placement order is on or after 1 October 2022.

(b) Unpaid Parental Leave

- i. Employees after 40 weeks continuous service are entitled to a combined total of 104 weeks’ unpaid parental leave on a shared basis with their Partner in relation to the birth or Placement, adoption or surrogacy of their Child. Paid parental leave, annual leave and long service leave can be taken within the total period of unpaid parental leave but does not extend the 104 weeks’ unpaid parental leave period.

(c) Paid Parental Leave for a Child born or Placed before 1 October 2022

- i. An Employee who has, or will have, completed not less than 40 weeks continuous service (at the expected date of birth, adoption or surrogacy) is entitled to up to 14 weeks’ Paid Parental Leave, as set in this clause (c), provided the employee has or will have Primary Responsibility for the care of their Child at the time of birth, adoption or surrogacy.

- ii. Paid parental leave must be taken within 12 months from the date of birth, adoption or surrogacy birth.
- iii. A pregnant Employee whose child is stillborn, may elect to take the remainder of any paid parental leave entitlement. The Employee may also elect to take up to 12 months' unpaid parental leave.

Paid Other Parent Leave

- iv. An Employee who has at least 40 weeks' continuous service (at the expected date of birth, adoption or surrogacy birth, irrespective of when the Employee elects to take the paid leave under this clause) and who will not have Primary Responsibility for the care of their Child at the time of the birth, adoption or surrogacy birth, is entitled to:
 - A. Up to 2 weeks' paid parental leave at the time of the birth, adoption or surrogacy birth when they do not have Primary Responsibility (which may be taken concurrently with the Employee's Partner); and
 - B. Up to 12 weeks' additional paid parental leave within the first 12 months from the date of birth or adoption of the Child provided that the Employee assumes Primary Responsibility for the care of the Child during the 12 week period; and the Employee's Partner is not concurrently taking Primary Responsibility for the care of the Child.

(d) Paid parental leave for a Child born or where the adoption or placement order is on or after 1 October 2022

- i. An Employee who has or will have completed not less than 40 weeks' continuous service (at the expected date of the birth or time of Placement) is entitled to up to 14 weeks' paid parental leave.
- ii. The Employee must have or will have responsibility for the care of their Child. Both parents may have responsibility for the Child at the same time.
- iii. An Employee who meets the requirements of this clause (d) is entitled to an additional 2 weeks' bonus paid parental leave where each Partner has exhausted any paid parental leave offered by their employer. Employees who are single parents or where the Employee's Partner does not have access to employer paid parental leave, will receive the additional 2 weeks' bonus paid parental leave.
- iv. Paid parental leave must be taken within 24 months from the date of birth or Placement in accordance with the applicable Policy/Procedure, as varied from time to time.
- v. A pregnant Employee whose child is stillborn, may elect to take the remainder of any paid parental leave entitlement. The Employee may also elect to take up to 12 months' unpaid parental leave.

Concurrency of Paid Parental Leave

- vi. Employees can request to take up to all their paid parental leave entitlement concurrently with their partner (except where both parents are employees within the Transport Service).

- vii. Where both parents are employees within the Transport Service up to 4 weeks' paid parental leave can be taken concurrently (unless the employer agrees to a request to take more than 4 weeks concurrent leave).
- viii. Applications and approval/refusal of parental leave requests are to comply with the applicable policy/procedure, as varied from time to time.

e) Special pre-term leave

- i. Where an Employee or the Partner of an Employee gives birth to a pre-term Child (prior to 37 weeks' gestation), the parent with Primary Responsibility, who has, or would have if not for the pre-term birth, completed 40 weeks continuous service at the expected due date, is entitled to paid special pre-term parental leave from the date of birth of the Child up to the end of 36 weeks.
- ii. Immediately following the period of paid special pre-term parental leave and at the commencement of 37 weeks, paid parental leave of up to 14 weeks will apply to the parent with Primary Responsibility.
- iii. Special pre-term leave will commence from the date the pre-term birth occurs and must be taken in one continuous block of leave at full pay up to the end of 36 weeks and not to be taken concurrently with any other form of leave available.

f) Miscarriage leave

- i. Where an Employee or the Partner of the Employee miscarries, the Employee is entitled to five days' paid special miscarriage leave on each occasion a pregnancy ceases by way of miscarriage up to 20 weeks' gestation or, where the number of weeks is unknown, the baby weighed less than 400g.
- ii. Special miscarriage leave will commence from the date the miscarriage occurs and is to be taken in one continuous block, not to be taken concurrently with any other form of leave available.

g) Fertility treatment leave

- i. Fertility Treatment means the following assisted reproductive treatments: Intrauterine insemination (IUI), In vitro fertilisation (IVF) and Intracytoplasmic sperm injection (ICSI).
- ii. Where an Employee is absent from work to undergo Fertility Treatment, the Employee is entitled to up to 5 days' paid special fertility treatment leave per year. Paid special fertility treatment leave is not available to a Partner of a person undergoing fertility treatment.
- iii. Paid special fertility treatment leave is non-cumulative and can be taken in part-days, single days, or consecutive days, not to be taken concurrently with any other form of leave.

9.7 Return to work after Parental leave

- (a) An Employee who has taken leave in accordance with clause 9.6 may make a request to the Employer to:
 - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 24 months (on a full time basis) or 36 months (on a part time basis);

- (ii) return from a period of full time parental leave on a part time basis until the child reaches school age.
- (b) The Employer shall consider a request under sub clause (i) having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

9.8 Leave for Domestic Violence

- (a) Employees have access to 20 days paid domestic and family violence leave per calendar year. This leave is non-cumulative and can be taken in part-days, single days, or consecutive days, for absences from the workplace related to matters arising from domestic violence. The leave is not pro-rated for part-time employees.
- (b) The Employer needs to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof including documentation from the Police Force, a Court, a member of the legal or medical professions, or a domestic violence support service.
- (c) This leave entitlement can be accessed without having to first exhaust other leave entitlements. Employees can also utilise Sick Leave, Carer's Leave and Family and Community Service Leave for domestic violence purposes once the entitlement in sub-clause (a) is exhausted.
- (d) The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

9.9 Military Leave

- (a) During the period of 12 months (commencing on 1 July each year, an Employee who is a volunteer part-time member of the Defence Forces may be granted military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the Employee's unit.
- (b) Up to 24 working days military leave per financial year may be granted to Employees of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause (a) of this clause.
- (c) At the expiration of any period of military leave, the Employee shall furnish to the Employer a certificate of attendance and details of the Employee's reservist pay signed by the commanding officer or other responsible officer.

9.10 Jury Duty

- (a) An Employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the Employee.
- (b) An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons will continue to be paid their ordinary rate of pay. This payment will be reimbursed to the Employer if upon return to duty after discharge from jury service, an Employee does not furnish to the Employer a certificate of attendance issued by the

Sheriff or by the Registrar of the court giving particulars of attendance by the Employee during any such period and the details of any payment or payments made to the Employee under the *Jury Act 1977* in respect of any such period.

- (c) An Employee must on receipt of any payment or payments made to the Employee under the *Jury Act 1977* in respect of the period of jury duty (except for out of pocket expenses) pay that amount to the Employer.

10 PUBLIC HOLIDAYS

10.1 Employees are entitled, without loss of pay, to the following public holidays:

- New Year's Day;
- Australia Day;
- Good Friday;
- Easter Saturday;
- Easter Sunday;
- Easter Monday;
- Anzac Day;
- Sovereign's Birthday;
- Labour Day;
- Christmas Day;
- Boxing Day;
- an additional day between Boxing Day and New Year's Day determined by the Secretary; and
- such other public holiday/s as gazetted by the government from time to time.

10.2 Where Employees are not required to work on a public holiday and where the holiday is due they shall receive payment of the monetary value of the day.

10.3 Employees are not entitled to be paid on a public holiday where it occurs under the following circumstances:

- (a) During approved leave of absence without pay exceeding 1 month; or
- (b) When an Employee is on strike or is suspended without pay.

11 HIGHER DUTIES

11.1 Employees may be directed to perform the duties of another role within or above their band or classification.

11.2 Employees who are directed to perform the duties of a role in a higher classification, band or sub-remuneration range for 5 or more consecutive days shall, in accordance with the Higher Duties policy, be paid not less than the minimum rate of pay for the role for which the Higher Duties are performed.

12.3 Where in any one period of Higher Duties of 5 consecutive days or more the Employee does not perform the whole of the duties of the higher classification, band or sub-remuneration range role they are to be paid a percentage, as determined, of the minimum salary of the higher graded role.

12 BANKRUPTCY DECLARATION

- 12.1 An Employee who becomes bankrupt or makes a composition, arrangement or assignment for the benefit of their creditors must immediately notify the Employer in writing.
- 12.2 The Employee may be required to provide information on the cause and further information, in relation to a declaration under 12.1.
- 12.3 Engagement in a role relating to financial management may be conditional on providing a declaration of whether or not the Employee has, at any time, been declared bankrupt or made a composition, arrangement or assignment for the benefit of the Employee's creditors.

13 TRANSITIONAL ARRANGEMENTS

Transport Service Senior Managers

- 13.1 Senior Managers who, on 30 June 2017, were employed in the classification of Senior Service 1 on an ongoing basis, will continue to receive their TRP and will continue to be subject to the Preserved Remuneration range for Senior Managers. This clause ceases to apply to their employment in the following circumstances:
- (a) if the Employee accepts employment in a role that has a maximum remuneration level higher than their current TRP;
 - (b) if the Employee accepts employment in a role which has a classification with a lower remuneration level than the Senior Manager classification ; or
 - (c) if an ongoing Employee accepts a term contract of employment (does not include temporary transfer or secondment); or
 - (d) where the Employee accepts employment outside of the Transport Service.
- 13.2 Senior Managers who on 30 June 2017 were employed in the classification of Senior Service 1 on a term basis or temporary assignment, continue to be subject to the preserved remuneration range for Senior Managers, while they remain subject to their current contract, inclusive of variation, renewal or extension. This clause ceases to apply in the following circumstances:
- (a) where the Employee accepts appointment to a role in a different classification; or
 - (b) where the Employee accepts a new contract of employment, including an offer of ongoing employment

Transport Service Senior Executives

- 13.3 Senior Executives who, on 30 June 2017, were employed in the classification of Senior Service 2 - 6 on an ongoing basis, will continue to receive their TRP and will continue to be subject to the Preserved Remuneration parameters for Senior Executives. This clause ceases to apply to their employment in the following circumstances:
- (a) where the Employee accepts employment in a role in a classification that is not as a Transport Service Senior Executive, such as a Transport Service Senior Manager role; or
 - (b) if an ongoing Employee accepts a role which is subject to a term contract of employment (does not include temporary transfer or secondment); or
 - (c) where the Employee accepts employment outside of the Transport Service

- 13.4 Senior Executives who on 30 June 2017 were employed in the classification of Senior Service 2 - 6 on a term basis or temporary assignment, will continue to receive their TRP and will continue to be subject to the Preserved Remuneration parameters for Senior Executives, while they remain subject to their current contract, inclusive of variation, renewal or extension. This clause ceases to apply in the following circumstances:
- (a) where the Employee accepts a role in a different classification band; or
 - (b) where the term Employee accepts a new contract of employment, including an offer of ongoing employment.
- 13.5 The remuneration payable to an Employee is not to be reduced due to an Employer initiated transfer or assignment to another role in accordance with the Act.