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ROADS AND MARITIME SERVICES SCHOOL CROSSING SUPERVISORS AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Secretary

December 2024

(Case No. 342977 of 2024)

AWARD

Arrangement

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1. Definitions

Additional Hours - Time worked by permanent SCSs in excess of their contract hours and for which a loading in lieu of annual leave is paid.

Casual - Casual SCSs are employed on an intermittent basis to cater for special needs or to provide cover for intermittent periods of absence.

Casual Loading - An additional rate added to the rate of pay for casual SCSs to compensate for their ineligibility for paid leave and public holidays.

Contract Hours - The standard weekly hours or daily hours required to be worked by permanent SCSs. Contract hours for permanent SCSs are the hours specified in their contract or letter of appointment.

Domestic Violence - means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007* (NSW).

Extended Leave - A form of leave entitlement which recognises and rewards long service as provided by the Extended leave provisions covered in section 68Q (2) of the *Transport Administration Act 1988* (NSW).

Headquarters - The centre to which SCSs are attached for administrative purposes, or from which SCSs are required to operate on a long term basis.

Permanent SCS - A permanent SCS is a SCS who works a set number of hours and days per week.

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* (NSW) 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* (NSW) 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" refer 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 Act 1988* (NSW) as being part of the RMS Group who are not part of any other Group of Staff. A Memorandum of Understanding dated 31 July 2019 between the Secretary of the Department of Transport and the Secretary of Unions NSW applies to any proposed changes to an employee's designation as being part of the RMS Group throughout the life of this Award. In the event of any dispute about the MOU, clause 19 Disputes Settlement Procedure applies

SCS - School Crossing Supervisor

Temporary Work Location - The place from which permanent SCSs temporarily perform official duty if they are required to work away from headquarters.

"Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988* (NSW).

Union - Australian Workers' Union (AWU) and/or Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

Working Hours - The specified times that SCSs are required to work as outlined in their letters of engagement.

2. Area, Incidence, Duration

- 2.1 This Award will be known as the Roads and Maritime Services School Crossing Supervisors Award 2019.
- 2.2 The Award applies to all SCSs employed as members of the Transport Service in the RMS Group.
- 2.3 This Award rescinds and replaces the Roads and Maritime Services - School Crossing Supervisors Award 2017 published 20 March 2020 (387 I.G. 379) and all variations thereof.
- 2.4 This Award comes into effect on 1 July 2019 and will remain in force until 30 June 2022. This award remains in force until varied or rescinded, the period for which it was made having already expired.

3. Parties to the Award

3.1 The parties to this Award are:

the Secretary of the Department of Transport as head of the Transport Service;

- (a) the Australian Workers' Union, New South Wales (AWU); and
- (b) the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

4. Duties

4.1 SCSs are responsible for the implementation of the School Crossing Supervisor Scheme at designated school crossing sites.

4.2 In order to achieve this, SCSs must:

- (a) Place CHILDREN CROSSING flags at each end of the crossing at the commencement of duties and remove the flags at the completion of duties
- (b) Be at their designated crossing at the times specified by RMS;
- (c) Comply with the Safe Work Method Statement (SWMS) for the site at which they are working;
- (d) Perform their duties in accordance with training provided by RMS;
- (e) Follow any lawful directions given by RMS;
- (f) Use only the safety clothing and equipment provided by RMS.

5. Appointment and Probation

5.1 SCSs must serve a three-month probation period before their employment is confirmed.

5.2 SCSs cannot commence duty until they have successfully completed both on-site and off-site training and have met the criteria for the criminal record check as outlined in clause 17.

5.3 The probation period may be extended for a period up to six months in exceptional circumstances. SCSs must be informed of the extension at least one week prior to the date on which they will complete three months' service.

6. Hours of Duty

6.1 Other than for reasons outlined in subclause 6.5 below, permanent SCSs will be rostered to work during the 41-week NSW school year.

6.2 The contract hours for SCSs will not include four weeks of the school summer vacation period in December/January each year. Any training held in January will be notified and paid for as per clause 16, Training.

6.3 The contract hours of duty for permanent SCSs are determined according to the operating hours of the crossing at their designated site, including the setting up and storage of equipment. The specific hours will be notified to permanent SCSs in their letters of engagement.

6.4 Unless otherwise agreed by the SCS, the contract hours of duty for permanent SCSs may be varied on a permanent basis provided that three weeks' notice is given (i.e. 15 weekdays, including school and public holidays). This does not restrict RMS to direct SCSs to work different than their contract hours on a temporary basis, e.g. to cover short-term absences of other staff.

- 6.5 Subject to clause 16, Training, permanent SCSs may, by agreement, work in excess of their contract hours. The additional hours worked, up to 38 hours per week, will be paid at ordinary time plus a 1/12 loading in lieu of additional annual leave (see clause 7.4 below).
- 6.6 Permanent or casual SCSs who are directed to work in excess of 8 hours per day or 38 hours per week will be paid for the time worked at overtime rates as time and a half for the first two hours and double time thereafter.
- 6.7 The hours of duty for casual SCSs will fluctuate between engagements. Generally, casual SCSs cannot be engaged for longer than the ordinary hours worked by permanent SCSs.
- 6.8 RMS may arrange training to be conducted during the school holidays. Refer to clause 16, Training.
- 6.9 RMS may require SCSs to work reasonable overtime at overtime rates. An SCS may refuse to work overtime in circumstances where the working of overtime would result in the SCS staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to the SCSs health and safety;
 - (b) the SCSs personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by RMS regarding the working of overtime, and by the SCS of their intention to refuse the working of overtime; or
 - (e) any other relevant matter.

7. Payment of Wages

- 7.1 The hourly rate of pay for SCSs will be calculated with reference to a base hourly rate of \$N per hour. The rates of pay are set out in the table in clause 26. Rates of Pay, will be increased by
- (a) 4.0% operative from the first full pay period on or after 1 July 2024
 - (b) 3.0% operative from the first full pay period on or after 1 July 2025 and
 - (c) 3.0% operative from the first full pay period on or after 1 July 2026.
- 7.2 The rate paid to permanent SCSs will be averaged over a period of 48 weeks. The calculation takes into account the 41-week school year plus the entitlement to four weeks' annual leave as permanent Employees. Permanent SCSs will continue to be paid for their contract hours during school holidays that fall between the months of February and December. Permanent SCSs will not be paid for the four weeks of the school summer vacation period in December/January each year.
- 7.3 The hourly rate paid to permanent SCSs will be calculated on the following basis:

$$\frac{N \times 45}{48} = \$P$$

Where 'N' is the base rate per hour and 'P' is the actual hourly rate.

- 7.4 Additional hours worked by permanent SCSs will be calculated on the following basis:

$$N + \left(N \times \frac{1}{12} \right) = \$A$$

Where 'N' is the base rate per hour and 'A' is the actual hourly rate.

This rate will also apply to all time spent training by permanent SCSs outside their contract hours.

7.5 Casuals are paid for actual time worked and all training but are otherwise not paid during school holidays.

7.6 As casuals are entitled to a loading in lieu of all forms of paid leave except for extended leave, the hourly rate paid to casual SCSs will be calculated on the following basis:

$$N + (N \times 20\%) = \$C$$

Where 'N' is the base rate per hour and 'C' is the actual hourly rate.

7.7 Wages will be paid on a fortnightly basis into an account nominated by each SCS.

8. Superannuation

8.1 RMS will contribute a proportion of each SCSs wage as determined by Commonwealth superannuation legislation into a superannuation fund nominated by each SCS. The superannuation proportion is 11.5% effective from 1 July 2024.

9. Minimum Period of Engagement

9.1 The minimum period of engagement for SCS (whether casual or permanent) shall be one hour.

9.2 SCSs who work both morning and afternoon shift in any one day will be considered to have worked two (2) periods of engagement for that day.

9.3 The period(s) of engagement for permanent SCSs will be specified in their letter of appointment.

10. Work Location

10.1 Subject to subclause 10.3 below, permanent SCSs will be appointed to a designated work school crossing site to which they must report for duty.

10.2 Casual SCSs are not assigned to a specific work location and may be offered work at locations as required by RMS.

10.3 SCSs who have their employment converted from casual to permanent through the operation of clause 21, Secure Employment, may be assigned to a designated work school crossing site and/or may be required to undertake their contract hours at different locations. The different locations will be within a reasonable boundary and will be agreed at the time of conversion. Such SCSs will not be entitled to reimbursement for additional fares or time spent travelling to these locations as per subclauses 13.1 and 13.2.

10.4 SCSs who elect to convert to permanent status by way of subclause 10.3 will be offered the choice to transfer to permanent status as outlined at subclause 10.1, upon a SCSs position falling vacant.

11. Leave

11.1 Calculation of leave

(a) Unless otherwise specified, permanent SCSs will be entitled to leave on a pro-rata basis, calculated on their weekly contract hours.

- (b) For the purpose of taking leave, 'day' means the normal/contract hours of duty that SCSs would have worked on that day. This does not include intermittent training carried out during the school term.

11.2 Casuals

- (a) Casuals receive a loading in lieu of all forms of paid leave except long service leave.
- (b) With the exception of long service leave, casuals are not entitled to take paid leave.

11.3 Recreation Leave

- (a) Permanent SCSs are entitled to four (4) weeks' recreation leave each year.
- (b) The wages paid to SCSs take into account the four-week entitlement and SCSs are not entitled to take recreation leave during the school term.
- (c) SCSs will have a period of four weeks per year (in one or more blocks) where they will not be required to attend work and/or training. Refer to clause 16, Training.

11.4 Annual Leave Loading

The wages paid to SCSs incorporate a loading of 1.35% per annum to account for their entitlement to annual leave loading based on four weeks' leave per year.

11.5 Public Holidays

- (a) Permanent SCSs will be paid for all gazetted state public holidays that occur on a day on which they are normally rostered and for the hours that they would have worked.
- (b) Public holidays that occur during school holidays will be treated as normal work days and no additional payment will be made.
- (c) Permanent SCSs will be entitled to observe local public holidays (half day or full day as gazetted) where the school to which the crossing applies is observing that local public holiday.

11.6 Sick Leave

- (a) Permanent SCSs are entitled to 12 sick days per year.
- (b) For the purpose of this clause, the sick leave year commences on 1 January. SCSs who commence duty during the course of a calendar year will be credited with a pro rata entitlement of 12 days per year.
- (c) RMS may defer payment of sick leave to SCSs who take sick leave during their first three months of service until the SCS has completed three months of service
- (d) SCSs re-employed in the same year are entitled to the lesser of:
 - i a maximum of 12 days sick leave, or
 - ii the sick leave SCSs would have been entitled to had employment been continuous from the date of first employment in that year.
- (e) Previous periods of employment are not taken into account for sick leave purposes.
- (f) All sick leave not taken during the leave year accumulates and may be used as required for genuine absences due to illness or incapacity.

- (g) If SCSs are unable to attend work due to illness or injury, they are to contact their supervisor prior to the commencement of their shift and advise:
 - i that they are unable to attend work, and
 - ii the nature of their illness or incapacity, and
 - iii the estimated period of absence.
- (h) The granting of paid sick leave shall be subject to the SCS providing evidence which indicates the nature of illness or injury. If the SCS is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the Human Resources Section.
- (i) If a SCS is absent from duty for more than 2 consecutive working days because of illness they must provide a medical certificate to RMS in respect of the absence.
- (j) If a SCS takes sick leave in excess of 5 uncertified working days in a calendar year the SCS concerned may be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (k) As a general practice backdated medical certificates will not be accepted. However, if the SCS concerned provides evidence of illness that only covers the latter part of the absence, RMS may allow the granting of sick leave for the whole period if satisfied that the reason for the absence was genuine.
- (l) If the RMS is concerned about the diagnosis described in the evidence of illness produced, the RMS may, after discussion with the SCS refer the evidence provided and the application for leave to an independent medical practitioner for advice.
 - i The type of leave granted to the SCS will be determined by RMS based on the medical advice received.
 - ii If sick leave is not granted, RMS will, as far as practicable, take into account the wishes of the SCS when determining the type of leave granted.
- (m) RMS may direct the SCS to participate in a return to work program if they have been absent for a long period of sick leave.
- (n) Nothing in this subclause 11.6 removes the right of RMS to request medical certificates for single day absences where required or from referring the SCS for an independent medical assessment for other reasons as prescribed in RMS's sick leave policy.
- (o) The reference in this clause to evidence of illness shall apply, as appropriate:
 - i for absences up to and including 5 working days evidence may be provided by a registered doctor, dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at RMS's discretion, other forms of evidence that satisfy that the SCS had a genuine illness including from another registered health services provider,
 - ii 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.
- (p) SCSs who have used all their accrued sick leave but are unable to return to work due to illness or incapacity and have supporting medical certificates may take accrued extended leave or leave without pay.

- (q) SCSs who are sick for a week or more whilst on extended leave and who have a supporting medical certificate will be entitled to accrued sick leave for the period covered by the medical certificate. The extended leave replaced by the sick leave will be re-credited to the SCSs entitlement.
- (r) Sick leave will not be granted for extended leave taken prior to resignation or termination of services.

11.7 Extended leave

11.7.1 Extended leave entitlements

- (a) Extended leave for SCSs is set by the *Transport Administration Act 1988* (NSW).
- (b) SCSs who have completed 10 years' service recognised by RMS are entitled to the following extended leave:
 - 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 entitles SCSs to accrue 11 working days extended leave.
- (d) From 1 January 2005, SCSs who have completed at least 7 years continuous service with RMS, or as recognised in accordance with subclauses 11.7.1(f) and (g) below, are entitled to access pro rata extended leave on the basis of 4.4 working days per completed year of service.
- (e) Casual SCSs with regular and consistent patterns of employment are entitled to Extended Leave on the same basis as that applying to permanent SCSs, calculated on a pro rata basis.
- (f) All previous full-time and part-time service SCSs have had with RMS, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority are taken into account as service towards Extended Leave for permanent SCSs.
- (g) Service with other NSW government bodies will also be recognised in accordance with the *Government Sector Employment Act 2013* (NSW) and Schedule 2 of the Government Sector Employment Regulation 2014 (NSW).
- (h) Nothing in subclauses 11.7.1(f) or (g) above entitles SCSs to payment for previous service recognised, where the accrual for that service has been taken as extended leave in service or paid out on termination.

11.7.2 Effect of Approved Leave Without Pay on Extended Leave Entitlements.

- (a) To determine if SCSs have completed the required 10 years of service:
 - i Any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not SCSs have completed 10 years of service.
 - ii Any period of approved LWOP you have taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) For SCSs who have had 10 years' service recognised by RMS, approved LWOP for the reasons listed below counts as service for Extended Leave accrual:
 - i Military service (e.g. Army, Navy or Air Force);

- ii Major interruptions to public transport;
 - iii Periods you are on leave accepted as workers compensation.
- (c) For SCSs who have completed 10 years of recognised service, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

11.7.3 Taking of Extended Leave.

- (a) Subject to RMS approval, SCSs may take extended leave:
- i At a time convenient to RMS;
 - ii For a minimum period of one hour, irrespective of whether it is paid at full pay, half pay or double pay.
- (b) Extended leave may be taken at full pay, half pay or double pay.
- (c) For extended leave taken at double pay:
- i SCSs leave balance will be debited for the actual number of working days/hours of leave at full pay plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - ii the additional payment is made as a taxed, non-superable allowance, with the exception of payment to members of First State Super or another complying fund of their choice for whom the additional payment is superable.

11.7.4 For extended leave taken at half pay, SCSs leave balance will be debited at the rate of half the days/hours taken as extended leave.

11.7.5 SCSs who take extended leave in service, may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

11.7.6 Sick Leave while on Extended Leave.

- (a) SCSs are only entitled to claim sick leave that occurs during an absence on extended leave when sick for five or more consecutive working days. To claim sick leave, SCSs must provide a medical certificate for the period claimed as soon as practicable.
- (b) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave, if leave is taken on a full or half pay basis.
- (c) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance.
- (d) The above applies if extended leave is taken prior to retirement but not extended leave taken prior to resignation or termination of services by RMS.

11.7.7 Public Holidays while on Extended Leave.

- (a) Public holidays that fall while SCSs are absent on extended leave are not recognised as extended leave and are not deducted from the extended leave balance.
- (b) Payment for public holidays is paid at single time even if SCSs have chosen to take extended leave at half-pay or double pay.

11.7.8 Payment or Transfer of Extended Leave on Termination

- (a) If SCSs are entitled to extended leave on termination of your employment, including retirement, they will be paid the monetary value of the extended leave as a gratuity, in lieu of your taking the leave.
- (b) SCSs who have at least five years' service but less than seven years' service are paid pro-rata extended leave if their services are terminated:
 - i By RMS for any reason other than serious and intentional misconduct;
 - ii By SCSs in writing on account of illness, incapacity or domestic or other pressing necessity or.
- (c) SCSs who resign to join another Government Department, and who 'transfer' as defined by the *Government Sector Employment Act 2013 (NSW)* and Part 6 of the *Government Sector Employment Rules 2014 (NSW)*, are entitled to have their extended leave accrual accepted by their new Employer.

11.8 Parental leave

(a) Definitions

For the purpose of this clause:

- i "Partner" includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who is the Employee's husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee. For the avoidance of doubt, all the relationships identified in this definition apply regardless of the gender or sex of those in the relationship.
- ii "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 or children.
- iii "Miscarriage" means a pregnancy that ceases prior to 20 weeks gestation or, where the number of weeks is unknown, the baby weighed less than 400g.
- iv "Pre-term birth" means the birth of a live child prior to 36 weeks gestation.
- v "Full-term birth" means the birth of a live child at 37 weeks onwards.

(b) Unpaid Parental Leave

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, adoption or surrogacy birth of their child. Paid parental leave, annual leave and extended leave can be taken within the total period of unpaid parental leave but do not extend the 104 week unpaid parental leave period.

(c) Paid Parental Leave

- i An employee who has or will have completed not less than 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth) is entitled to up to 14 weeks Paid Parental Leave, provided the employee has or will have Primary Responsibility for the care of their child (or children) at the time of birth, adoption or surrogacy birth.
- ii Paid Parental Leave must be taken within 12 months from the date of birth, adoption or surrogacy birth, pregnant employees may commence leave up to 9 weeks prior to the date of birth.

- iii Paid parental leave may be taken at full pay, half pay or as a lump sum.
- iv Where the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiates their date of return to work with the Employer.

(d) Paid Other Parental Leave

An employee who has at least 40 weeks continuous service (at the time of the 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:

- i 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
- ii 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.
- iii Paid other parent leave may be taken at full pay, half pay or as a lump sum.

(e) Simultaneous Unpaid Parental Leave

An unbroken period of up 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption or altruistic surrogacy, from the date of taking custody of the child. The request may only be refused on reasonable grounds. This period is inclusive of the 2 weeks paid other parent leave taken at the time of birth.

(f) Special Pre-Term Parental Leave

- i Where an employee or the Partner of an employee gives birth to a pre-term child (prior to 37 weeks), 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.

(g) Miscarriage Leave

- i Where an employee or the Partner of an employee miscarries, an 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.
- ii Special miscarriage leave will commence from the date the miscarriage occurs and is to be taken in one continuous block.

(h) Special Adoption Leave

An Employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. As an alternative to special adoption leave an

Employee can elect to charge the period of leave against annual leave, extended leave, flex leave or family and community service leave.

(i) Subsequent Parental Leave – rate of pay

An Employee who commences a subsequent period of parental leave (associated with the birth, adoption, or altruistic surrogacy) for another child within 24 months of commencing an initial period of maternity, adoption or altruistic surrogacy leave will be paid:

- i at the rate (full-time or part-time) they were paid before commencing the initial leave if they have not returned to work; or
- ii at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced their hours during the 24 month period; or
- iii at a rate based on the hours worked prior to the subsequent period of leave where the Employee has not reduced their hours.

(j) Alternate Duties

- i If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the Secretary, should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- ii If such adjustments cannot reasonably be made, the Employee may elect, or the Employer may require the Employee to commence Maternity Leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born, whichever is the earlier.

(k) Communication during Parental Leave

Where Employees are on parental leave and the Employer makes a definite decision to introduce significant change at the workplace, the Employer will 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 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 held before commencing parental leave.
- iii Employees must take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of 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.
- iv Employees must notify the Employer of changes of address or other contact details which might affect the Employers' capacity to comply with the requirements of this clause.

(l) Right to Request

An Employee who has taken paid or unpaid parental leave may make a request to the Employer to:

- i extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;

- ii return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;
- (m) have part-time hours structured in a way to enable carer responsibilities to be fulfilled.
- (n) The Employer shall consider all requests made under this clause 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 Employees, loss of efficiency and the impact on customer service.
- (o) Return to Work
 - i An Employee has the right to their former position if they have taken paid or unpaid parental leave and they resume duty immediately after the approved leave or work on a part time basis,
 - ii If the position occupied by the Employee immediately prior to the taking of paid or unpaid parental leave has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position for which they are qualified subject to availability.
 - iii The Employer shall not fail to re-engage a regular casual Employee (see section 53(2) of the *Industrial Relations Act 1996* because:
 - A. the Employee or the spouse is pregnant, or
 - B. the Employee is or has been immediately absent on parental
 - C. provided the rights of the Employer in relation to engagement or re-engagement of casual Employees are not affected, other than in accordance with this clause.
- (p) Evidence Requirements

Employees accessing leave under this clause are required to meet the evidence requirements set out in the applicable policy/procedure as varied from time to time.

11.9 Family and community service leave

- (a) RMS shall grant to an SCS some or all of their accrued family and community service leave on full pay for reasons related to unplanned and emergency family responsibilities or other emergencies outlined in subclause 11.9(b). RMS may also grant leave for purposes as outlined in subclause 11.9(c). Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.
- (b) Such unplanned and emergency situations may include, but not be limited to, the following:
 - i Compassionate grounds, such as the death or illness of a close member of the family or a member of the SCS's household;
 - ii 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;
 - iii Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens an SCS's property and/or prevents a SCS from reporting for duty;
 - iv 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;

- v Attendance at court by a SCS to answer a charge for a criminal offence, only if RMS considers the granting of family and community service leave to be appropriate in a particular case.
- (c) Family and community service leave may also be granted for:
- i A SCS'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 SCS does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - ii A SCS's attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if a SCS is selected to represent Australia or the State.
- (d) Family and community service leave shall accrue as follows:
- i in the first 12 months of service 2.5 days.
 - ii in the second year of service 2.5 days.
 - iii for each completed year of service after 2 years of service 1 day
- (e) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 3 days may be granted on a discrete, 'per occasion' basis to a SCS to cover the period necessary to arrange or attend the funeral of a family member or relative.
- (f) For the purposes of this subclause, 'family' means:
- i spouse;
 - ii de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
 - iii child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
 - iv parent (including a foster parent or legal guardian);
 - v grandparent or grandchild;
 - vi sibling (including the sibling of a spouse or de facto spouse);
 - vii same sex partner who they live with as a de facto partner on a bona fide domestic basis; or
 - viii relative who is a member of the same household where, for the purposes of this definition:
 - A. 'relative' means - a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - B. 'affinity' means - a relationship that one spouse or partner has to the relatives of another; and
 - C. 'household' means - a family group living in the same domestic dwelling.
- (g) Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow SCSs to provide short-term care or support for a family member who is ill.

- (h) Access to other forms of leave is available to SCSs for reasons related to family responsibilities or community service, subject to approval. These include:
 - i Leave without pay
 - ii Make up time
 - iii Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- (i) SCSs appointed to RMS who have had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous Employer.
- (j) Bereavement entitlements for casual Employees
 - i Casual SCSs are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in subclause 11.9(f) of this subclause.
 - ii RMS and the SCS shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the SCS is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The SCS is not entitled to any payment for the period of non-attendance.
 - iii If required by RMS, the SCS must establish the need to take leave, by production of evidence, such as a death certificate or statutory declaration providing details of the circumstances of death.
 - iv RMS shall not fail to re-engage a casual SCS because the Employee accessed the entitlements provided for in this subclause. The rights of RMS to engage or not engage a casual SCS is otherwise not affected.
- (k) Personal Carers Entitlement for casual Employees
 - i Casual SCSs are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph (f) of this subclause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - ii RMS and the SCS shall agree on the period for which the SCS will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The SCS is not entitled to any payment for the period of non-attendance.
 - iii If required by RMS, the SCS must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
 - iv RMS shall not fail to re-engage a casual SCS because the Employee accessed the entitlements provided for in this clause. The rights of RMS to engage or not to engage a casual SCS are otherwise not affected.

11.10 Domestic and Family Violence

a. General Principle

The Employer recognises that Employees may experience domestic and family violence, and that this may have a significant impact on an Employee's health, safety and wellbeing, both at home and in the workplace. The Employer is committed to taking steps to prevent domestic and family violence and supporting Employees who experience domestic and family violence in a manner

that takes into account the impacts of the trauma experienced by the Employee and those supporting them.

b. Definition of Domestic and Family Violence

- i. For the purposes of this Award, domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern of controlling or coercive behaviour.
- ii. Domestic and family violence behaviours can include, but are not limited to:
 - A. physical and sexual violence
 - B. verbal abuse and threats
 - C. emotional and psychological abuse
 - D. financial abuse
 - E. social isolation
 - F. stalking
 - G. intimidation
 - H. technology facilitated abuse
 - I. threats or actual harm to others, pets and/or property.
- iii. An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not.
- iv. A family relationship includes people who are related to one another through blood, marriage, de facto partnerships, adoption and fostering relationships, and sibling or extended family and kinship relationships.

c. Principles of prevention and response

- i. The Employer recognises that every Employee's experience of domestic and family violence is unique. In providing support for, and minimising the risk to safety of, Employees experiencing domestic and family violence the Employer will:
 - A. subject to subparagraph (c)(i) (B) respect the agency of the Employee as the decision maker in relation to the nature of the support they require (as outlined in subclause (e) or otherwise) and any associated communication about these supports;
 - B. prioritise the safety of the Employee experiencing domestic and family violence, and other Employees, in the workplace;
 - C. acknowledge that any actions taken by the Employer may impact Employees and their dependents' safety at work and at home;
 - D. recognise the Employee's right to confidentiality, as outlined in subclause (f), except in instances where the safety of Employees (including other employees not directly experiencing domestic or family violence) must be prioritised;
 - E. train identified Employees as contact officers to provide information and support to Employees experiencing domestic and family violence;
 - F. provide Employees with training on domestic and family violence, with a specific focus on preventative steps and response in the workplace;
 - G. ensure that Employees who are required to support Employees experiencing domestic and family violence are equipped to provide evidence based support, which acknowledges the impact of trauma, through the provision of training and other resources;

- H. clearly communicate to an Employee experiencing domestic and family violence any mandatory reporting obligations the Employer may have to comply with;
 - I. acknowledge and take into account the Employee's experience of domestic and family violence if an Employee's attendance or performance at work is affected by domestic or family violence.
- ii. The Employer recognises that there will be Employees who use domestic and family violence. In line with the Employer's position against domestic and family violence the Employer may:
 - A. support Employees to access evidence-based behaviour change supports
 - B. approve any reasonable request for flexible work arrangements to facilitate the Employee seeking evidence-based behaviour change supports.
 - iii. The Employer may take disciplinary action against an Employee who has used domestic and family violence, up to and including termination of employment.
- d. Leave
- i. Full time, Part -Time and Temporary Employees experiencing domestic or family violence will have access to 20 days paid domestic and family violence leave per calendar year to support the establishment of their safety and recovery.
 - ii. Domestic and family violence leave will be paid at the Employee's full rate of pay for the hours they would have worked if they had not taken leave.
 - iii. Domestic and family violence leave will assist Employees to:
 - A. Attend medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
 - B. organise alternative care or education arrangements for their children,
 - C. attend court and other legal proceedings relating to their experience of domestic and family violence,
 - D. allow time for the employee to seek alternate or safe accommodation, and
 - E. undertake other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
 - iv. Domestic and Family Violence leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days.
 - v. Given the emergency context in which this leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
 - vi. When assessing applications for Domestic and Family Violence leave, the Employer needs to be satisfied on reasonable grounds that domestic and family violence occurred. The Employer may require evidence and should utilise discretion as to whether evidence, or what type of evidence is necessary to be provided and should only require evidence to support the application for domestic and family violence leave in exceptional circumstances.

- vii. An employee providing care and support may access their existing:
 - A. Family and Community Service leave when providing care and support to a Family Member experiencing domestic or family violence.
 - B. Carers leave when providing care and support to a Family Member or a member of the Employees' household.

Care and support may include but is not limited to, accompanying them to legal proceedings, counselling or appointment with a medical or legal practitioner to assist them with relocation, caring for children or fulfilling other carer responsibilities to support the person experiencing domestic or family violence.

e. Workplace Domestic and Family Violence Support

- i. To provide support to an Employee experiencing domestic and family violence, the Employer will approve any reasonable request from an Employee experiencing domestic and family violence for but not limited to:
 - A. changes to their span or pattern of hours and/or shift patterns;
 - B. job redesign or changes to duties;
 - C. relocation to suitable employment with the Employer;
 - D. a change to their telephone number and/or email address to avoid harassing contact;
 - E. any other appropriate measure including those available under existing provisions for flexible work arrangements; and
 - F. increased security measures in their workplace including entry and egress.
- ii. Subject to the Employee being satisfied that safety has been established and the Employer also being satisfied, if an Employee has requested a reasonable change to their working arrangements in accordance with paragraph (e) (i), an Employer will not then unreasonably refuse a request from an Employee to maintain, change or remove these arrangements.
- iii. The Employer will assist an Employee experiencing domestic or family violence with access to support and referral services and/or other local resources.

f. Protecting the confidentiality of Employees experiencing domestic or family violence

- i. The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence and a breach of confidentiality may pose a risk to the safety of the Employee and others.
- ii. to protect the confidentiality of an Employee experiencing domestic or family violence the Employer will:
- iii. adopt a 'needs to know' approach to any communications regarding the Employee's experience;
- iv. not store or include any information about the following matters on the Employee's personnel file or payslip:
 - A. the Employees experience of domestic or family violence

- B. leave accessed for the purpose of domestic and family violence leave in accordance with this clause.
 - C. support provided by the Employer (under clause (e) or otherwise).
- v. Any information regarding an Employee's experience of domestic or family violence, including any domestic and family violence leave or supports provided (under subclauses (d), (e) or otherwise), can only be accessed by Executive Director People and Culture Business Partnering.
- vi. The Employee recognises that the Employer's commitment to, and obligations regarding, confidentiality are subject to:
 - A. any steps that the Employer must to take to ensure the safety of all Employees
 - B. any mandatory reporting requirements.
- vii. Where the Employer does need to disclose confidential information for the reasons outlined in paragraph (f) (vi), the Employer will make every reasonable effort to inform the Employee of this disclosure before it is made and support the employee to take practical steps to minimise an associated safety risks.

12. Travelling to a Temporary Work Location

- 12.1 Permanent SCSs required to travel to a temporary work location will be entitled to ordinary time payment for the additional time taken to travel to the temporary work location compared to the time that they normally take to travel to their headquarters.
- 12.2 Where permanent SCSs travel by public transport to a temporary work location, they will be entitled to reimbursement of any additional fares paid.
- 12.3 Subject to clause 16, Training, casual SCSs are not entitled to excess fares or travel to a work location.

13. Relocation of School Crossing Supervisors

- 13.1 RMS may relocate SCSs, either temporarily or permanently, where another location is available within a reasonable distance.
- 13.2 Reasons for the transfer may include, but are not limited to:
 - (a) Where an SCS is no longer required on a site for reasons outlined in subclause 15.4;
 - (b) for performance management or disciplinary reasons; or
 - (c) For other reasons at RMS's discretion.
- 13.3 SCSs are not entitled to relocation expenses.

14. Termination

- 14.1 Subject to subclause 14.2 below, permanent SCSs who wish to cease their employment must provide RMS with at least two weeks' notice.
- 14.2 Permanent SCSs who do not wish to continue their employment in a new school year must inform RMS of their intention to cease their employment prior to 1 December of the previous year.
- 14.3 Should RMS terminate the employment of permanent SCSs for any other reason, apart from serious or wilful misconduct, RMS must provide the SCSs with the following period of notice (or payment in lieu), based on the length of continuous service:

Continuous Service	Period of Notice
Not more than 1 year	at least 1 week
More than 1 year, but less than 3 years	at least 2 weeks
More than 3 years, but less than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

NB: 'service' includes all time worked for RMS since 1992

The period of notice shall be increased by one week where the SCS is over 45 years of age and has completed at least two years continuous service.

- 14.4 Reasons for termination of employment of permanent SCSs under subclause 14.3 above may include, but are not limited to:
- (a) the installation of traffic signals at that site;
 - (b) the removal of a crossing;
 - (c) the installation of an overhead walkway or pedestrian underpass;
 - (d) the closure of a school.
- 14.5 Prior to terminating the employment of a SCS for any of the reasons outlined in subclause 14.4 above, RMS will seek to place SCSs at an alternate location within a reasonable distance. RMS cannot guarantee that SCSs will be allocated the same hours of duty if an alternate location is found.

15. Training

- 15.1 RMS will provide SCSs with training necessary to conduct their duties. SCSs must attend all training to which they have been directed.
- 15.2 Training will generally be provided outside of the normal working hours of a SCS or during school holidays as necessary.
- 15.3 RMS must set aside a period of four weeks (in one or two blocks) during which no training can be organised. This will allow permanent SCSs to have at least four weeks' annual recreation leave per year.
- 15.4 RMS must notify SCSs of the times for training to be undertaken in school holidays at least two months in advance.
- 15.5 Time spent training by permanent SCSs will be paid in line with the calculation for 'additional hours' and paid for in accordance with clause 7.4.
- 15.6 Casuals will be paid for all time spent training in accordance with clause 7.5.
- 15.7 Casuals required to travel more than 30 minutes to a training venue will be paid excess fares and for all time in excess of 30 minutes spent travelling.

16. Criminal Record Checks

- 16.1 RMS will undertake criminal record checks on SCSs for any offences relevant to their employment as a SCS:
- (a) prior to their appointment; and
 - (b) at regular intervals; or
 - (c) at RMS's discretion.

- 16.2 Such offences will include, but will not be limited to, the types of offences that prohibit Employees from working with children under the *Child Protection (Working With Children) Act 2012* (NSW) and the *Child Protection (Working With Children) Regulation 2013*.
- 16.3 RMS may only take action against a SCS with a criminal record where the offence is related to their employment as a SCs or the offence is not related to their employment but they have not informed RMS of their record. Such action may include summary dismissal.
- 16.4 SCSs must advise RMS of any charge or conviction against them that may affect their ability to carry out their duties. Failure to notify RMS of the charge or conviction may result in summary dismissal.

17. Safety Clothing and Equipment

- 17.1 SCSs will be provided with safety clothing and equipment as required, including:
 - (a) Hat
 - (b) Safety Vest
 - (c) Rain Coat
 - (d) Rain Pants
 - (e) Sun Screen 30+
 - (f) Note Book and Pen
 - (g) Bum Bag
 - (h) Water Proof Cap
 - (i) Long Sleeve Shirt
- 17.2 Any additional safety clothing and/or equipment will be determined by the appropriate Work Health Safety/risk assessment.
- 17.3 SCSs must use the safety clothing and equipment provided (and only the safety equipment provided) when on duty.

18. Anti-Discrimination

- 18.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) 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; and any other ground provided for in the *Anti-Discrimination Act 1977* (NSW) or applicable Commonwealth anti-discrimination legislation.
- 18.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 18.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 18.4 Nothing in this clause is to be taken to affect:

- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) Offering or providing junior rates of pay to persons under 21 years of age;
- (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW);
- (d) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

NOTES

- (a) Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

19. Grievance Resolution and Dispute Settlement

19.1 Dispute Settlement Procedure

- (a) 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.
- (b) It is essential that management and the Unions consult on all issues of mutual interest and concern, not just issues considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the Unions is contrary to the intention of the following process.
- (d) This disputes procedure outlined at subclause 20.2 below shall apply to any dispute that arises with respect to the following:
 - i. matters pertaining to the relationship between the Employer and Employees;
 - ii. matters pertaining to the relationship between the Employer and the Union parties to this Award which pertain to the Award; and/or
 - iii. the operation and application of this Award.

19.2 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 cannot be resolved through the procedure outlined in Steps 1-2, 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 Principal Manager, Human Resources and Industrial Relations (or their representative) to attempt to achieve a resolution between the parties.

Step Four

If following Steps 1-3 the dispute remains unresolved, any relevant party may refer the matter to the NSW Industrial Relations Commission (IRC) for conciliation in the first instance, and if conciliation does not resolve the Dispute, the matter shall be arbitrated by IRC.

19.3 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 IRC for urgent resolution.

19.4 Whilst this procedure is continuing, no work stoppage or any other form of work limitation shall occur.

19.5 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 IRC may be required.

19.6 Grievance Procedure

(a) A grievance is a personal concern about work or the work environment for which Employees seek hearing or resolution.

(b) A grievance may, for example, relate to:

- i allocation of work or development opportunities,
- ii a perceived denial of an entitlement, or
- iii suspected discrimination or harassment.

(c) RMS' grievance resolution policy and guidelines, as amended by RMS from time to time, are to be followed when a grievance arises.

(d) While the policy, guidelines and procedures are being followed, normal work is to continue.

19.7 Dispute relating to WHS issues

(a) The RMS and SCSs are committed to the *Work Health and Safety Act 2011* (NSW) and any other statutory requirements, at all times.

(b) When a WHS risk is identified or a genuine safety factor is the source of a dispute:

- i. SCSs have a duty to notify the RMS of the risk to the SCS Work Health and Safety Committee, and;
- ii. allow the RMS a reasonable amount of time to respond.
- iii. the RMS has a duty to address the issue identified; and

- iv. report on the issue within a reasonable timeframe.
- (c) If a SCS notifies WorkCover without allowing the RMS a reasonable amount of time to respond to the issue, it is a breach of the legislative provisions.
- (d) The RMS respects the rights of all SCSs to refuse to continue working due to a genuine safety issue.
- (e) The Unions and SCSs acknowledge that the creation of an industrial dispute over a WHS matter that is not legitimate is a breach of the legislative provisions under section 268 of the *Work Health and Safety Act 2011* (NSW).

20. Union Contributions

- 20.1 Where SCSs authorise RMS in writing to deduct Union fees from their wage, RMS will where practical, make the deduction and forward it to the Unions.
- 20.2 SCSs elected as job representatives, who have notified and have been accepted by RMS as accredited representatives of the Union(s) shall be allowed sufficient time during working hours to interview the supervisor, manager and/or the staff members who they represent on matters affecting staff.

21. Secure Employment

21.1 Objective of this Clause

The objective of this clause is for the Employer to take all reasonable steps to provide its Employees with secure employment by maximising the number of permanent positions in the Employer's workforce, in particular by ensuring that casual Employees have an opportunity to elect to become full- time or part-time Employees.

21.2 Casual Conversion

- (a) A casual Employee engaged by a particular Employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have their ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every Employer of such a casual Employee shall give the Employee notice in writing of the provisions of this sub-clause within four weeks of the Employee having attained such period of six months. However, the Employee retains their right of election under this subclause if the Employer fails to comply with this notice requirement.
- (c) Any casual Employee who has a right to elect under subclause 21.2(a), upon receiving notice under subclause 21.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Employer that they seek to elect to convert their ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the Employee, the Employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an Employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual Employee who does not, within four weeks of receiving written notice from the Employer, elect to convert their ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (e) Once a casual Employee has elected to become and been converted to a full-time Employee or a part-time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- (f) If a casual Employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with subclause 21.2(c), the Employer and Employee shall, in accordance with this paragraph, and subject to subclause 21.2(c), discuss and agree upon:
 - i. whether the Employee will convert to full-time or part-time employment; and
 - ii. if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);
 - iii. Provided that an Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the Employer and the Employee.
- (g) Following an agreement being reached pursuant to paragraph (f), the Employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

21.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - i. A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another Employer for the purpose of such staff performing work or services for that other Employer.
 - ii. A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another Employer to provide a specified service or services or to produce a specific outcome or result for that other Employer which might otherwise have been carried out by that other Employer's own Employees.
- (b) Any Employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - i. consult with Employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
 - ii. provide Employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such Employees to perform their jobs safely;
 - iii. provide Employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own Employees; and

- iv. ensure Employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 21.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* (NSW) or the *Workplace Injury Management and Workers Compensation Act 1998* (NSW).

21.4 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this Award.

- 21.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (NSW) (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

22. Code of Conduct

- 22.1 RMS requires that all SCSs comply with the Transport Code of Conduct.

- 22.2 Where a disciplinary matter is alleged, suspected or known to have occurred, the SCS's manager is to take prompt action to:

- (a) Escalate the matter to senior management and/or the Business Partner as required. Conduct a fact-finding investigation, if and as required.

- 22.3 Interviews will be conducted to:

- (a) Present facts or alleged facts that could lead to disciplinary action being taken against the SCS(s)
- (b) Offer an opportunity for the SCS(s) to respond to the allegations or facts; and
- (c) Gather sufficient facts to enable a decision on whether disciplinary action is appropriate

- 22.4 Disciplinary action may be initiated when SCSs are involved in matters including but not limited to:

- (a) corrupt conduct;
- (b) misconduct;
- (c) negligence, inefficiency or incompetence in the discharge of duties, or
- (d) wilfully disobeying or disregarding any lawful request or direction given in the course of employment by any person having the authority to do so.

- 22.5 Transport Conduct Management and Discipline Procedure, as varied from time to time, should be observed when disciplinary matters arise.

- 22.6 RMS may suspend SCSs from duty with or without pay during disciplinary or criminal actions, as provided for under section 70 of the *Government Sector Employment Act 2013* (NSW).

- 22.7 As a result of a disciplinary breach being proven against SCSs, RMS may choose to impose any one or more of the following sanctions:

- (a) a reprimand and warning;
- (b) transfer;

- (c) suspension from duty;
 - (d) termination of service.
- 22.8 If a disciplinary sanction is to be made against a SCS, details of this will be given in writing.
- 22.9 Except in the case of termination of services without notice, SCSs will be given seven calendar days to respond in writing to RMS regarding the sanction proposed or to provide any further relevant information.
- 22.10 Offers of resignation will not be accepted until approved by the Disciplinary Panel if SCSs are likely to be, or currently are the subject of disciplinary action, where the reason for the action is:
- (a) serious misconduct;
 - (b) misappropriation;
 - (c) fraud, or
 - (d) corrupt conduct.
- 22.11 RMS retains the right to refer a disciplinary matter to the relevant external body where RMS has reason to believe it is necessary. This may include but is not limited to:
- (a) the Police;
 - (b) the Independent Commission Against Corruption (ICAC);
 - (c) the Ombudsman;
 - (d) the Commission for Children and Young People
- 22.12 SCSs have the right to appeal any disciplinary action taken against you by RMS before the NSW Industrial Relations Commission.

This clause:

- (a) does not remove RMS's right to summarily dismiss a SCS for gross misconduct or fraud, should the Chief Executive consider such action appropriate.
- (b) must not be construed as requiring the taking of disciplinary proceedings in order that RMS may dispense with the services of an RMS officer or any other Employee of RMS.

23. Local Arrangements

- 23.1 Local arrangements may be negotiated between RMS and relevant Unions in relation to any matter contained in this Award.
- 23.2 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 68K of the *Transport Administration Act 1988* (NSW).

23.3 A local arrangement approved in accordance with this clause will override this Award to the extent of any inconsistency.

24. No Extra Claims

24.1 The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the Industrial Relations Act 1996, there will 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 2027 unilaterally made by a party to this Award unless otherwise agreed by the parties.

24.2 This undertaking does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to 30 June 2027.

25. Rates of Pay

Category Refer to clause 7, Payment of Wages for the calculation of rates	4.0% Operative from the first full pay period on or after 1 July 2023 (\$/hr)	4.0% Operative from the first full pay period on or after 1 July 2024 (\$/hr)	3.0% Operative from the first full pay period on or after 1 July 2025 (\$/hr)	3.0% Operative from the first full pay period on or after 1 July 2026 (\$/hr)
Base Rate (N)	26.3168	27.37	28.19	29.04
Permanent SCSs (P)	24.6720	25.66	26.43	27.22
Additional hours/training(A)	28.5099	29.65	30.54	31.46
Casual SCSs (C)	31.5802	32.84	33.83	34.84

Printed by the authority of the Industrial Registrar.