

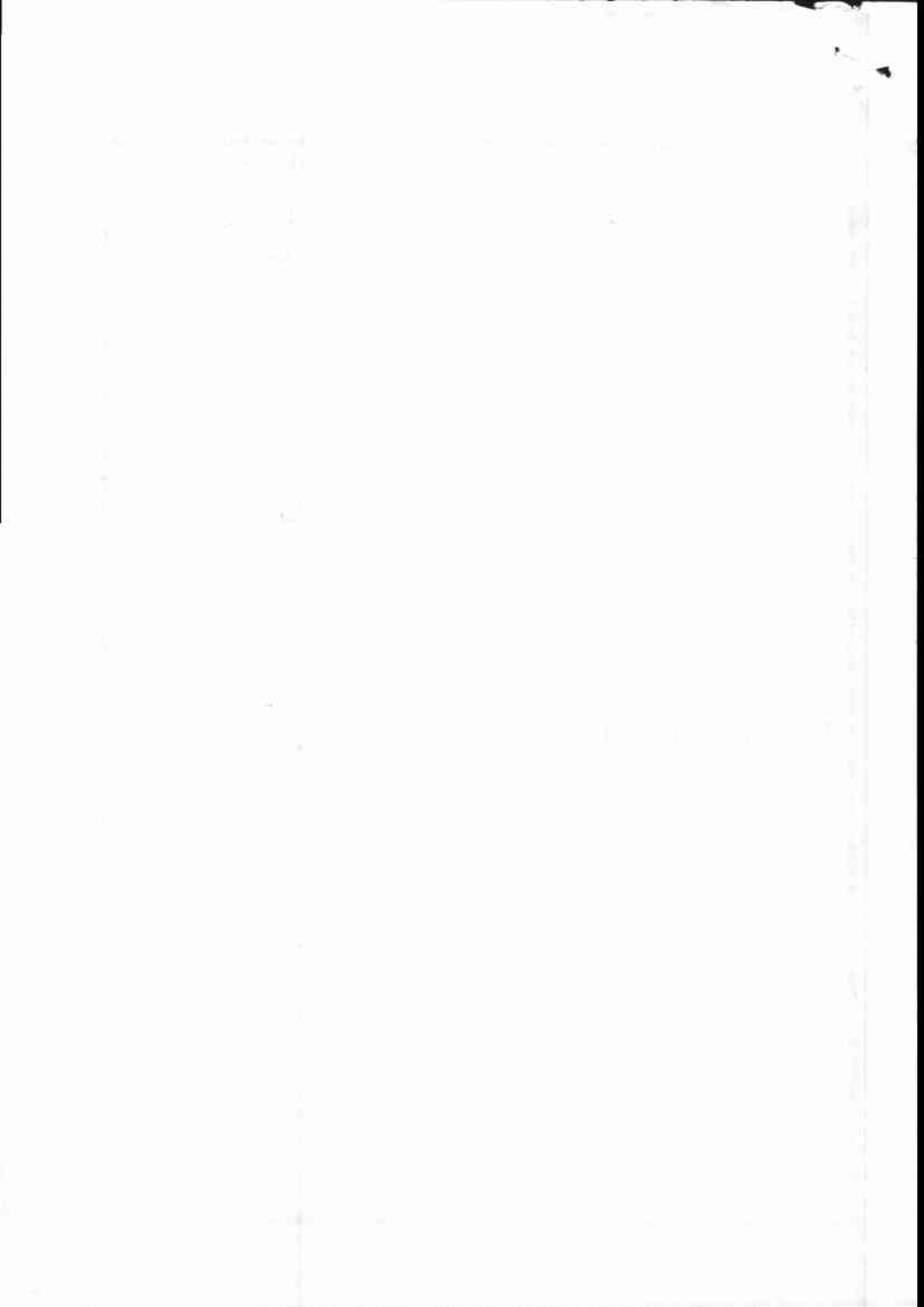
Registered  
Enterprise Agreement  
Industrial Registrar

# ENTERPRISE AGREEMENT

NO. EA 98/199  
.....

DATE REGISTERED 6-7-98  
.....

PRICE \$ 96  
.....



**REGISTER OF  
ENTERPRISE AGREEMENTS**



**ENTERPRISE AGREEMENT NO: EA98/199**

**TITLE: Roads and Traffic Authority of New South Wales (Traffic Signals Salaried Staff) Enterprise Agreement 1998**

**I.R.C. NO: 98/1013**

**DATE APPROVED/COMMENCEMENT: 6 July 1998**

**TERM: Expires 31 December 1999**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 48**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to Traffic Signals Salaried Staff of the Roads and Traffic Authority operating from their offices throughout New South Wales.**

**PARTIES: Roads and Traffic Authority of New South Wales -&- Electrical Trades Union of Australia, New South Wales Branch**

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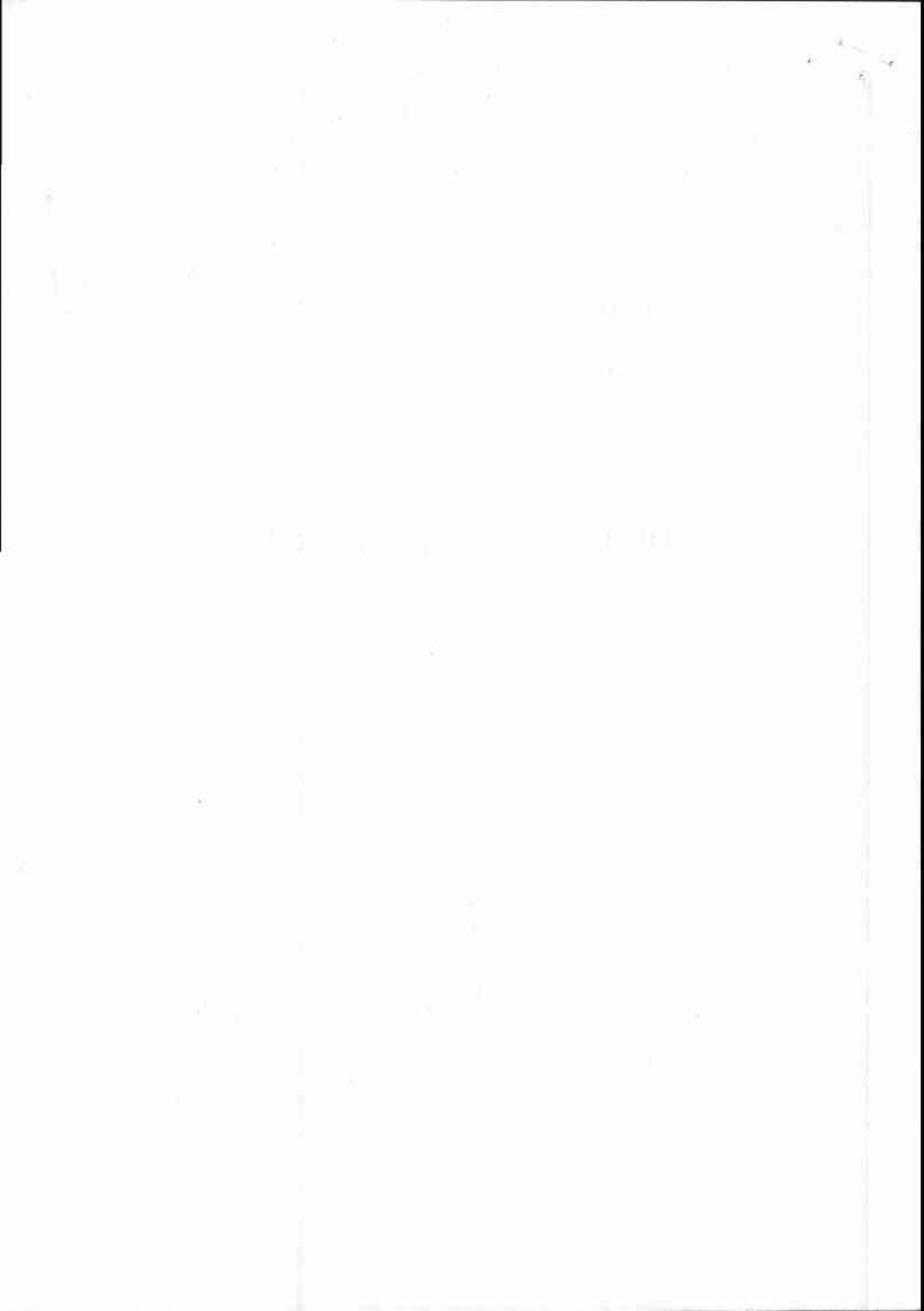
Registered  
Enterprise Agreement  
Industrial Registrar

**Roads and Traffic Authority  
of New South Wales**

**(Traffic Signals Salaried Staff)**

**Enterprise Agreement  
1998**





# Table of Contents

## Part A



<b>1 Workplace reform.....</b>	<b>2</b>
<b>1.0 Introduction.....</b>	<b>2</b>
<b>1.1 Parties to the agreement.....</b>	<b>2</b>
<b>1.2 Purpose of this agreement.....</b>	<b>2</b>
<b>1.3 Enterprise bargaining infrastructure.....</b>	<b>2</b>
<i>1.3.1 RTA's Single Bargaining Unit (SBU).....</i>	<i>2</i>
<i>1.3.2 Project Teams.....</i>	<i>3</i>
<i>1.3.3 Staff Task Groups.....</i>	<i>3</i>
<i>1.3.4 Regional Consultative Groups.....</i>	<i>3</i>
<i>1.3.5 General principles.....</i>	<i>3</i>
<b>1.4 Commercialisation.....</b>	<b>4</b>
<b>1.5 Process improvement.....</b>	<b>4</b>
<b>1.6 Competency based training.....</b>	<b>4</b>
<b>1.7 Performance planning and feedback.....</b>	<b>5</b>
<b>1.8 Conditions of employment.....</b>	<b>5</b>
<b>1.9 Work environment.....</b>	<b>6</b>
<b>1.10 Consultation on excess staff.....</b>	<b>6</b>
<b>1.11 Contractors' protocol.....</b>	<b>7</b>
<b>1.12 Agreed procedures for market testing and contracting out.....</b>	<b>7</b>
<b>1.13 Unplanned absenteeism (sick leave).....</b>	<b>7</b>
<b>1.14 Spread of hours.....</b>	<b>7</b>
<b>1.15 Productivity measures.....</b>	<b>7</b>
<b>1.16 Consultation.....</b>	<b>8</b>
<b>1.17 Communication.....</b>	<b>8</b>
<b>1.18 Casual and limited duration employment.....</b>	<b>8</b>
<b>1.19 HIAB, Driving and compressor allowances.....</b>	<b>8</b>
<b>1.20 Meal allowances.....</b>	<b>8</b>
<b>1.21 Training.....</b>	<b>8</b>
<b>1.22 Austel licence.....</b>	<b>8</b>
<b>1.23 First aid.....</b>	<b>8</b>
<b>1.24 Work apparel.....</b>	<b>8</b>
<b>1.25 Classification review.....</b>	<b>9</b>

<b>2 Implementation.....</b>	<b>9</b>
<b>2.1 Duration of agreement and operative dates for future salary increases...</b>	<b>9</b>
<b>2.2 Declaration.....</b>	<b>9</b>
<b>2.3 Savings provision.....</b>	<b>9</b>
<b>2.4 Negotiating the next agreement.....</b>	<b>9</b>



## Part B

Registered  
Enterprise Agreement  
Industrial Registrar

<b>3</b>	<b>Contract of Employment</b> .....	11
3.1	General terms.....	11
3.2	Part-time employment.....	11
3.3	Working hours.....	12
3.4	Shiftwork.....	13
3.4.1	General.....	13
3.4.2	Short term shiftwork.....	14
3.5	Promotion criteria.....	15
<b>4</b>	<b>Payments</b> .....	16
4.1	Salaries.....	16
4.2	Minimum and maximum payments.....	16
4.3	Incremental progression.....	16
4.4	Overtime.....	17
4.4.1	General.....	17
4.4.2	Call-outs.....	18
4.4.3	Rest Break between Shifts after Overtime.....	18
4.5	Higher duties relief.....	19
4.6	Salary and grade appeals.....	19
4.7	Allowances and expenses.....	20
4.7.1	Meals on Journeys that do not require Overnight Accommodation....	20
4.7.2	Meals on Overtime.....	20
4.7.3	Private Motor Vehicle Allowances.....	21
4.7.4	Residential Course Allowance.....	21
4.7.5	Lodging and Travelling Allowances.....	21
4.7.6	Location Expenses.....	22
4.8	Provision of tools.....	22
4.9	Compensatory travel leave and payments.....	23
<b>5</b>	<b>Leave</b> .....	24
5.1	Public holidays.....	24
5.1.1	Local Public Holidays.....	24
5.1.2	Public Service Holiday.....	24
5.2	Recreation leave.....	25
5.2.1	General.....	25
5.2.2	Annual Leave Loading.....	25
5.3	Long service leave.....	25
5.4	Sick leave.....	26
5.5	Maternity leave.....	27

5.6	Adoption leave.....	27
5.7	Parental leave.....	27
5.8	Study leave.....	28
5.8.1	Examination and Pre-Examination Leave.....	28
5.9	Military leave.....	28
5.10	Special leave.....	29
5.11	Leave without pay.....	29
5.12	Family and bereavement (compassionate) leave.....	29
6	Other terms and conditions.....	30
6.1	Grievance resolution and dispute settlement.....	30
6.1.1	Grievance Resolution.....	30
6.1.2	Dispute Settlement.....	30
<b>Appendices</b>		
	Traffic signals salaried staff - salary increases.....	32
	Grievance resolution policy.....	33
	Market testing and contracting out.....	38
	Definitions.....	41

Registered  
Enterprise Agreement  
Industrial Registrar

**Roads and Traffic Authority  
of New South Wales**

**(Traffic Signals Salaried Staff)**

**Enterprise Agreement**

**1998**

**Part A**

1887

1888

1889

1890

1891

1892

1893

1894

1895

1896

1897

1898

1899

Registered Enterprise Agreement  Industrial Registrar
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# 1. Workplace reform

## 1.0 Introduction

This Agreement will be known as the Roads and Traffic Authority of New South Wales (Traffic Signals Salaried Staff) Enterprise Agreement 1998. The terms of this Agreement will apply to Traffic Signals Salaried Staff of the Roads and Traffic Authority operating from their offices throughout New South Wales.

Part B of this Agreement provides conditions of employment for Traffic Signals Salaries Staff.

Additional reference may be made to the Traffic Signals - Trades Group Agreement No. 6266 of 1980 (as amended), the Roads and Traffic Authority (Traffic Signals Salaried Staff) Enterprise Agreement 1995 and the Crown Employees (Roads and Traffic Authority of New South Wales - Traffic Signals Salaried Staff - Salaries) Award 1996.

## 1.1 Parties to the agreement

The parties bound by the Agreement are the Roads and Traffic Authority of New South Wales (hereinafter called the "RTA") and:

- Electrical Trades Union of Australia, New South Wales Branch (hereinafter called the "union")

## 1.2 Purpose of this agreement

a) The main purpose of this Agreement is to ensure that the following parties:

- RTA management
- RTA staff
- the union

are committed to continually improving all areas of the RTA to achieve lasting customer satisfaction and increased productivity.

b) The RTA is totally committed to improving the way in which it performs its operations to ensure it meets customers' needs. This is being done by means of the RTA Continuous Improvement Strategy.

## 1.3 Enterprise bargaining infrastructure

Implementation of continuous improvement will be based on consultation. The following bodies will assist in facilitating a consultative and participative approach.

### 1.3.1 RTA's Single Bargaining Unit (SBU)

A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the union and RTA management will meet regularly and continue to oversee the development, negotiation and implementation of an agreed enterprise bargaining agenda and enterprise agreement to ensure:

- a consistent approach
- an effective implementation process in order to achieve the agreed outcomes within the allotted time frames
- the achievement of sustainable and measurable productivity improvements.

### 1.3.2 Project teams

Project teams will be established, if required to oversee the technical development and implementation of the RTA's workplace reform agenda items.

Project teams will be under the managerial control of an RTA Project Manager and will include both RTA and union nominated staff representatives.

The project teams will provide regular reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the project level to the SBU for determination.

### 1.3.3 Staff task groups

Staff task groups will be established as required to research and provide recommendations in line with the agreed terms of reference.

### 1.3.4 Regional consultative groups

Regional consultative groups will continue in each region of the Country Operations Directorate and one in the Sydney Operations Directorate and will include both RTA nominees and union nominated staff.

The groups' role will continue to promote positive cooperation in overseeing the implementation of each of the RTA's workplace reform agenda areas within the directorates and to resolve any localised issues including industrial problems that arise during the implementation process.

The groups will provide regular minutes/reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the directorate level to the SBU for determination.

### 1.3.5 General principles

- a) The SBU, project teams and regional consultative groups will circulate to these groups minutes of their respective meetings.
- b) Staff representatives assigned to a project team, task group or regional consultative group will be released from their normal duties, as required to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they will be referred to the SBU.
- c) Regional consultative groups will:
  - be chaired (to be shared) by the union and RTA staff representatives
  - develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.
- d) The SBU, project teams and regional consultative groups will be able to second a staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- e) Nominated representatives and group members will have relevant training to assist them in their roles.
- f) The SBU, project teams, task groups and regional consultative groups will be appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

## 1.4 Commercialisation

The union and staff agree to co-operate in the implementation of a commercialisation focus as the basis for the RTA's business principles and practices to ensure the most efficient utilisation of resources, by adopting the RTA's business rules and by developing achievable performance measurement targets.

## 1.5 Process improvement

The RTA, the union and staff are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which will result in improvement in productivity and/or the elimination of duplication and waste.

The regional consultative groups will under the direction of the SBU:

- monitor the development and implementation of process improvement at the directorate and regional level
- provide appropriate updates, reports and recommendations to the SBU.

## 1.6 Competency based training

The parties recognise the need for greater efficiency and productivity improvements which require a greater commitment to training and skill development. This commitment includes:

- acknowledgment of skills held
- developing a more highly skilled and flexible workforce
- providing staff with the opportunity to acquire additional skills through appropriate training, thereby improving career opportunities
- ensuring equality and fairness of access to training for all staff based on organisational need to increase flexibility and productivity
- removing barriers to the use of skills acquired, thus providing greater flexibility and efficiency for the organisation and greater variety and job satisfaction for the wages staff.

The RTA will develop and implement competency based training programs that will assist in upskilling and/or multi-skilling staff and will be available and applied equitably to all staff. In order to achieve this outcome such training programs will be:

- developed and implemented in consultation with the union to link performance in the work place with the goals of the RTA
- evaluated and monitored by the SBU.

Training will be conducted by qualified and accredited trainers and consists of on-the-job work experience, self-paced learning, computer based training and traditional classroom training. It will draw upon both external training resources and demonstrated in-house training expertise.

Wherever practical, training will meet external accreditation requirements for industry portability. The RTA will attempt to negotiate articulation (ie. advanced standing) with TAFE and other educational providers for RTA accredited training wherever practicable.

RTA organised training programs will be conducted in paid time and within ordinary working hours, where practicable.

## 1.7 Performance planning and feedback

The RTA will implement a performance planning and feedback scheme that applies to all staff and is:

- implemented in consultation with the union that will link performance in the work place with the goals of the RTA, its regions and work units
- evaluated and monitored by the SBU.

This scheme recognises and reflects the increasing importance of teams in the RTA and their contribution to service and quality.

The parties are committed to:

- ensuring teams and staff understand the relationship or interdependence of their role with other teams and staff
- clearly defining expectations for each team and staff member against the agreed goals of the RTA and productivity standards
- ensuring each team and staff member clearly understands the RTA's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals
- obtaining feedback from teams and staff on the RTA's work practices, management practices and possible innovations
- encouraging teams and staff to participate in their work unit's decision making process.

## 1.8 Conditions of employment

- a) The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes will be:
  - developed and implemented in consultation with the union to link performance in the work place with the goals of the RTA
  - evaluated and monitored by the SBU.
- b) In making this commitment, the parties accept, in principle, the need to:
  - review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources
  - review and rationalise administrative procedures
  - reduce and update documentation
  - ensure, where possible, consistent working conditions for all staff
  - provide opportunities for all staff to better manage their working and personal lives
  - review current work patterns to investigate flexible work arrangements which better meet staff and customers' needs.



## 1.9 Work environment

### a) Occupational health and safety

The RTA is committed to achieving and maintaining an accident free and healthy workplace. This will be achieved by:

- implementation of appropriate health and safety practices and procedures
- appropriate management policies and practices
- the active and constructive involvement of all staff; and
- management and staff representatives participation on safety committees.

The RTA and staff will seek to comply with the Occupational Health and Safety Act 1983 and other relevant statutory requirements at all times.

The RTA will encourage staff to take a constructive role in promoting improvements in occupational health, safety and welfare to assist the RTA in achieving a healthy and safe working environment.

### b) Equality of employment

The RTA is committed to the implementation of practices which provide equality of opportunity in employment in an environment that is free of all forms of discrimination.

### c) Harassment free workplace

Harassment is any form of conduct which causes offence and is unacceptable in the workplace.

Harassment is behaviour intimidating and disruptive to the well-being of staff and their productivity.

Harassment deemed unlawful under the Anti-Discrimination Act 1977 including grounds of sex, race, religion, marital status, physical or mental disability, homosexuality, trans gender status, or age will be condoned by the RTA.

The RTA is committed to ensuring all staff work in an environment free of harassment.

Managers and supervisors will prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace, and by taking immediate and appropriate measures to stop any form of harassment of which they are aware.

Staff are required to refrain from being a party to any form of harassment in the workplace.

## 1.10 Consultation on excess staff

The RTA is committed to managing excess staff through a consultative approach in accordance with Government policy and continuous improvement strategies.

The parties are committed to the development and implementation of a process which will ensure equitable treatment of excess staff throughout the RTA.

Such a process will include appropriate training, career and financial assistance counselling, provision of equipment and participation in the RTA's Job Assist Scheme.

The implementation of any clause in this Agreement is not intended to cause any forced redundancies.

It is not the intention that any clause in this Agreement will prevent the RTA managing excess staff in accordance with Government policy and through a consultative process with staff and the union.

### 1.11 Contractors' protocol

Where work is to be carried out by contract, including sub-contract, the RTA will:

- ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying award rates, providing award conditions and complying with other statutory provisions and RTA specified standards including but not limited to the RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards and the provisions set out in clause 1.9 Work environment
- on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RTA standards including but not limited to RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards, as set out in clause 1.9 Work environment, will take necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract will, if appropriate, be implemented.

### 1.12 Agreed procedures for market testing and contracting out

Where work is presently carried out by RTA staff, the parties agree that the Government's policy on Market Testing and Contracting Out will be observed. If increased efficiency through contracting out is to be considered, full consultation on all aspects, including the contracting out process and the capacity of staff to perform the work to contractual specifications, will take place between the RTA and the union before initiating any change to operations presently carried out by RTA staff.

This is to ensure that all parties are informed of plans and staff can offer input, seek clarification of issues and be kept abreast of major developments. (See Appendix C for Principles, Definitions and Consultative Process).

### 1.13 Unplanned absenteeism (Sick leave)

The parties are committed during the life of the Agreement to finalising the development and implementation of strategies to identify the underlying causes of unplanned absenteeism, develop staff awareness of the problem(s) and to introduce initiatives to address the causes.

Staff who have a good employment and sick leave record and who have been suffering from a genuine prolonged illness will continue to be entitled, by Chief Executive approval, to paid sick leave should they exhaust their paid sick leave entitlement.

### 1.14 Spread of hours

The parties agree to continue negotiations to achieve a wider and more flexible spread of hours during the life of the Agreement to enable the RTA to better meet its customers' needs and give recognition to variations that exist between locations and types of work.

### 1.15 Productivity measures

The parties agree to jointly develop and implement suitable measures and targets to assist in measuring productivity improvements across the RTA.

The RTA is proposing to adopt a scorecard approach for measuring its productivity both at an organisational level and at the workplace.

### 1.16 Consultation

The parties agree that in order to maximise the benefits that can be obtained through the enterprise bargaining process there is a need for full and open consultation on all relevant issues affecting staff and the union.

The parties are committed to timely and effective consultation which will provide RTA staff and the union with the opportunity for input into such matters that impact upon them prior to their implementation.

### 1.17 Communication

The parties agree to develop and implement initiatives designed to ensure that there are structured communication processes between the RTA's corporate and operational directorates, regional and frontline areas to ensure timely and accurate upward and downward feedback.

### 1.18 Casual and limited duration employment

The parties agree to enter into negotiations concerning the employment and conditions of casual and limited duration staff.

### 1.19 HIAB, Driving and compressor allowances

The parties agree to enter negotiations concerning the payment of allowances for operating a HIAB and a compressor and an allowance for driving vehicles.

### 1.20 Meal allowances

The parties agree to enter negotiations concerning the payment of meal allowances when travelling outside their headquarters in the Sydney, Newcastle and Wollongong Transport Districts.

### 1.21 Training

The parties agree to enter into negotiations concerning training of staff.

### 1.22 Austel licence

The parties agree to enter into negotiations concerning staff gaining the appropriate Austel License.

### 1.23 First aid

The parties agree to enter negotiations concerning the provision of first aid training and entitlements.

### 1.24 Work apparel

The parties agree to enter negotiations concerning the provision of Work Apparel.

### 1.25 Classification review

The parties agree to review the work undertaken by Traffic Signals Technicians Grades 1, 2 and 3, Leading and Supervising Technicians and Senior Supervising Technician with a view to establishing new Job and Person Specifications.

## 2. Implementation

### 2.1 Duration of the agreement and operative dates for future salary increases

- a) This Agreement will take effect from \_\_\_\_\_, 1998 being the date of registration and will operate until 31st December 1999 and thereafter until replaced or rescinded.
- b) Staff covered by this Agreement will receive increases in base rates of pay payable during the life of the Agreement as follows:
  - (i) a 3 % increase in base rates of pay plus a further 2% increase onto the calculated amount payable from the first full pay period to commence on or after 1 July 1998
  - (ii) a 5 % increase in base rates of pay payable from the first full pay period to commence on or after 1 January 1999
  - (iii) a lump sum payment which would be the equivalent to and result in:
    - 1% increase in base rates of pay from the first full pay period to commence on or after 1 January 1997,
    - 3% increase in base rates of pay from the first full pay period to commence on or after 1 July 1997, and a further
    - 2% increase in base rates of pay from the first full pay period to commence on or after 1 January 1998,to the date of registration. This payment, and increases in base rates will be paid in consideration of the acceptance of this Agreement. The new base rates are set out in Appendix A - Traffic signals salaried staff - salary increases.
- c) The salary increase referred to in sub-clause 2.1(b) (ii) contains a 2% productivity based payment which is subject to:
  - (i) Such savings being achieved by Traffic Signal Salaried Staff in conjunction with other salaried staff of the RTA through implementation of the RTA's workplace reform agenda, and
  - (ii) The Crown Employees (Public Sector - Salaries June 1997) Award being varied by the Industrial Relations Commission of New South Wales to grant such payment.

### 2.2 Declaration

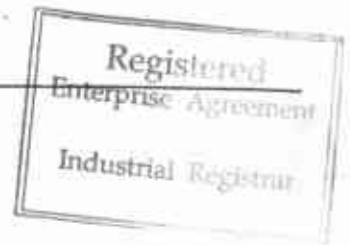
The parties to this Agreement declare that it was not entered into under duress.

### 2.3 Savings provision

This Agreement replaces the Roads and Traffic Authority (Traffic Signals Salaried Staff) Enterprise Agreement, 1994 the Crown Employees (Roads and Traffic Authority of New South Wales Traffic Signals Salaried Staff - Salaries Interim Award 1996 and the Traffic Signals - Trades Group Agreement No. 6266 of 1980 (as amended).

### 2.4 Negotiating the next agreement

The parties agree to begin negotiations for a new agreement at least six months prior to the expiration of this Agreement



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**Roads and Traffic Authority  
of New South Wales**

**(Traffic Signals Salaried Staff)**

**Enterprise Agreement**

**1998**

**Part B**

# Mathematics

Chapter 1: Introduction to Algebra

Section 1.1: Linear Equations

Section 1.2: Quadratic Equations

Section 1.3: Functions

Section 1.4: Systems of Equations

Section 1.5: Inequalities

Section 1.6: Factoring

Section 1.7: Rational Equations

Section 1.8: Radical Equations

Section 1.9: Complex Numbers

Section 1.10: Review

Section 1.11: Additional Problems

Section 1.12: Final Exam

Section 1.13: Appendix

Section 1.14: Index



### 3. Contract of Employment

#### 3.1 General terms

- a) Employment is by the fortnight for full-time and part-time staff
- b) The RTA will pay all staff fortnightly by electronic funds transfer into a bank or other approved financial institution.
- c) The RTA and the union recognise that all staff will perform work as specified by the RTA. The RTA will regard any unreasonable failure to perform this work requirement as a refusal to perform duties. The RTA's disciplinary policy will be followed in such cases.
- d) Staff must carry out duties that:
  - they have the skills, competence, training and qualifications to undertake
  - are within the classification structure of this agreement
  - do not promote de-skilling.
- e) The RTA will not require a staff member to work in an unsafe or unhealthy environment or in breach of any statutory or regulatory requirement.
- f) Employment of full-time and part-time staff can be terminated by the RTA with the following periods of notice dependent upon the years of "continuous service":
  - up to three year's service 2 weeks notice
  - more than three years but less than five year's service at least 3 weeks notice
  - more than 5 years service at least 4 weeks notice with a loading of one week on the applicable period where the staff member is over 45 years and has at least 2 years completed years of continuous service with the RTA as at the date of termination.

#### 3.2 Part-time employment

- a) Staff may be employed on a part time basis subject on the needs of the RTA and in accordance with its policies and procedures for permanent and part-time staff.
- b) Staff may apply to work part-time and the decision to do so is voluntary. No person can be directed or placed under any duress to move from full-time to part-time work, or vice versa.
- c) Part-time staff will be employed as required.
- d) If it is essential that part-time staff work extra hours, the extra hours will be paid at the following rates:
  - ordinary rates of pay plus a loading of 4/48ths in lieu of recreation leave for work performed up to the normal daily working hours of full-time staff performing similar duties
  - appropriate overtime rates for work performed in excess of the normal working hours of full-time staff performing similar duties.
- e) Individual working arrangements will be:
  - agreed between the RTA and the staff member concerned

- set out in a written agreement signed by both parties and approved by the appropriate Branch Manager
  - able to be varied at any time by negotiation between the parties.
- f) The salaries and conditions of employment for part-time staff will be based on a pro-rata application of salaries and conditions of employment contained in this agreement for full-time position staff performing similar duties.
- g) The RTA will notify the union prior to the employment of part time staff.

### 3.3 Working hours

- a) A normal working week for workers other than continuous shift workers will consist of 38 hours worked as follows:
- a 20 day, 4 week cycle
  - Monday to Friday inclusive
  - 19 working days of 8 hours each
  - working hours each day between 6.00am and 5.30pm.
- b) The commencing times operating at the various RTA offices at the time of implementing this clause shall not be changed without consultation with the union.
- c) For each day worked 0.4 hours per day accrues as an entitlement to take the fourth Monday in each work cycle as a Paid Accrued Day Off ("ADO").
- d) Staff required to work on their ADO, will be given at least 24 hours notice, or failing such notice, will be paid for all time worked at double time.
- e) Staff who attend RTA conferences on their ADO, or who sit for an examination on their ADO will have another day off in lieu.
- f) By agreement with the RTA staff may be required to substitute the fourth Monday with another day (nominated in advance) in the working cycle. The conditions of this agreement will apply to the alternate nominated ADO
- g) Where the fourth Monday (or ADO) falls on a public holiday, the next working day is taken in lieu of the ADO. By agreement with the RTA an alternate day of the four week cycle may be taken as the ADO.
- h) Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks is regarded as a day worked for accrual purposes.
- i) Staff members who are ill or incapacitated on their ADO are not entitled to paid sick leave on that day, nor is the staff member's sick leave entitlement reduced.
- j) Staff who have either:
- not worked a complete four-week cycle, or
  - are regarded as not having worked a complete four-week cycle according to (a) above
- receive pro rata entitlements on the ADO for each day (or fraction of day) worked, or regarded as having been worked. On termination of employment staff receive pro rata accrued entitlements on the ADO.

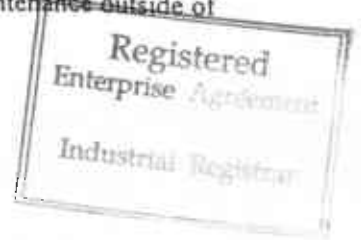


k) Staff may be required to work on their ADO for the following reasons:

- to allow other staff to be employed productively to carry out maintenance outside of ordinary working hours
- because of unforeseen delays to a particular project (or part)
- emergency or other unforeseen circumstances on a project.

Staff required to work on their ADO will be paid at Saturday rates.

- l) Staff required to work on their ADO may elect, where practicable, to have another day off instead. This day off must be taken before the end of the succeeding work cycle. In such cases, the accrued entitlements are transferred to the substituted day off.
- m) Staff on continuous shift work accrue 0.4 hours for each eight hour shift work to allow one complete shift to be taken off for every 20 shift cycle.
- n) The conditions in (b) to (k) above also apply to continuous shift workers.
- o) Staff on shiftwork shall have their 20 minute crib break, at the workplace rather than return to their headquarters for this purpose.



## 3.4 Shiftwork

### 3.4.1 General

a) For the purpose of this clause:

- "Afternoon shift" means a shift on which ordinary time
  - finishes after 6.00pm and
  - at or before midnight
- "Night shift" means a shift on which ordinary time
  - finishes after midnight and at or before 8.00am
  - commences at or before 4.00am.

b) Staff engaged on shift work will be allowed a minimum of 10 hours between shifts except:

- at change of shifts when a minimum of 8 hours will be allowed, or
- in cases of unavoidable necessity.

c) If the RTA instructs staff to resume or continue work without having 10 consecutive hours off duty, they will be:

- paid double time until they are released from duty
- entitled to be absent, without loss of pay for ordinary working time, until they have completed 10 consecutive hours off duty.

d) The conditions in (c) above also apply to shift workers except that 8 hours will be substituted for 10 hours when overtime is worked:

- for the purpose of changing shift rosters
- where shift workers do not report for duty and day workers or shift workers are required to replace them
- where a shift is worked by arrangement between staff themselves.

- e) In addition to salaries to which they are entitled under this agreement, staff on afternoon and/or night shift are paid an additional 15 percent for each ordinary afternoon or night shift performed on week days.
- f) All time worked:
- between 11.00pm and 12.00 midnight Friday
  - between 12.00 midnight Sunday and 7.00am Monday
- is paid a shift loading of 15 percent of the ordinary rate of pay.
- g) **Sunday time**
- "Sunday time" is:
- time worked between 12.00 midnight on Saturday and 12.00 midnight Sunday
  - paid at double time rate.
- h) **Saturday time**
- Saturday time is:
- time worked between 12.00 midnight on Friday and 12.00 midnight on Saturday
  - paid at the rate of time and a half (the time which forms part of the ordinary hours of the week continues to be taken into consideration for the calculation of overtime).
- i) Staff employed under this clause and working a six or seven-day week three-shift roster are credited with an additional five days recreation leave per annum. This leave accrues at the rate of 5/12 of a day for each complete month that an officer so works.

#### 3.4.2 Short term shiftwork

Where shiftwork for construction or maintenance works is of up to 2 weeks duration the following will apply:

- a) Staff required to work shift work will be given at least 48 hours notice. If staff shift hours are changed, they will be notified by the finishing time of their previous shift.
- b) Shift work will be worked between:
- Sunday to Thursday inclusive, or
  - Monday to Friday inclusive.
- c) Working hours and payment for shifts are:
- Single shifts: - no longer than 8 hours, and
  - paid at time and a half.

Single shifts are worked after 6:00 pm and finish before 6:00 am.

For shifts worked between Sunday and Thursday, Sunday shifts are normal shifts that start before midnight Sunday.

For shifts worked between Monday and Friday, Friday shifts are normal shifts that start before and end after midnight Friday

- Two shifts: - worked between 6.00 am and midnight or as agreed with the RTA, and
- paid at time and a quarter

- Three shifts: - with the third (night) shift being seven hours and 17 minutes
  - paid at time and a quarter.
- d) Staff who are employed during normal working hours are not allowed to work afternoon or night shifts except at overtime rates.
- e) Work in excess of shift hours, Sunday to Thursday or Monday to Friday (other than public holidays) will be paid double time.
- f) Time worked on a Saturday, Sunday or public holidays will be paid at overtime rates, provided that:
  - Friday shifts referred to in clause 3.4.2 (d) will be paid at ordinary shift rates
  - Sunday shifts referred to in clause 3.4.2 (d) will be paid at ordinary shift rates after midnight Sunday.
- g) If staff work a shift of less than five continuous days and:
  - it is not due to the actions of staff they will be paid overtime rates
  - it is due to the actions of the staff they will be paid normal shift rates.
- h) If a shift exceeds four hours, staff will be allowed and paid 30 minutes crib time on each shift.
- i) 0.4 of one hour for each shift worked will be accrued, entitling staff to one shift off without pay, in every 20 shift cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wages period during which it has been worked.
- j) Each shift of paid leave taken and any public holidays occurring during a four week cycle will be counted as a shift worked for accrual purposes.
- k) Staff who do not work a complete four week cycle will receive pro-rata accrued entitlements for each shift (or part of a shift) worked.
- l) Local management and staff will agree on the:
  - arrangements for ADOs during the 20 shift cycle
  - accumulation of ADOs (maximum of five).
- m) Once ADOs have been rostered they must be taken unless the RTA requires a staff member to work in emergencies.

### 3.5 Promotion criteria

All promotion from one grade to another will be on the basis of merit and be subject to the existence of a vacancy.

- Selection shall be in accordance with the RTA Selection Policy in force from time to time.

## 4. Payments

### 4.1 Salaries

- a) For a detailed list of the salaries of staff, refer to Appendix A.
- b) For the purposes of this agreement:
  - the weekly rate will be calculated by dividing the annual salary by 52.17857
  - the hourly rate will be calculated by dividing the weekly rate by 38.

### 4.2 Minimum and maximum payments

Staff who attend for duty and::

- who are not required shall receive five hours pay unless 12 hours notice was given personally that they were not required
- who commence work shall receive 7 hours pay.

Staff will not be paid more than double time in any circumstance.

### 4.3 Incremental progression

- a) Staff will be entitled to incremental progression within a grade after 12 months satisfactory service and conduct on each step-in grade.
- b) The RTA may withhold an increment or reduce a staff member's salary on the basis of the staff member's:
  - inefficiency
  - misconduct in an official capacity.
- c) The RTA will provide staff members with written reasons for withholding an increment or reducing their salary within 30 days of the increment being due, or of the reduction taking effect.
- d) Periods of leave without pay where the total period of absence in any one year is greater than 5 days will not count as service when determining increments.

#### Leading technicians

- a) Incremental progression will be subject to satisfactory service on completion of 12 months service on the preceding scale.

Progression from 3rd year to thereafter is after three years at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops etc.

#### Supervising technicians

- a) Incremental progression will be subject to satisfactory service on completion of 12 months service on the preceding year of scale.

Progression from 3rd year to thereafter is after 3 years service at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops etc.

## 4.4 Overtime

### 4.4.1 General

- a) Overtime will be paid only for work performed in excess of the normal working hours per day which is specifically directed by an authorised officer.
- b) Overtime is used to allow essential work to be carried out which, due to its character or special circumstances, cannot be performed during normal working hours. It is not an optional work pattern.
- c) Overtime will be kept to a minimum and other work arrangements such as shift work should be considered before overtime is undertaken.
- d) If staff work flexible working hours, overtime will only be paid for approved overtime worked outside the bandwidth.
- e) Overtime will be paid at the following rates:
  - first two hours
    - time and a half
  - after the first two hours
    - double time
  - all work on Saturday
    - time and a half for the first two hours and
    - double time after the first two hours
  - all work on Sunday
    - double time
  - all work on a public holiday
    - double time and a half
- f) Staff who are required to attend work on a Saturday, Sunday public holiday, picnic day or ADO will be paid for at least four hours work at the appropriate overtime rate.
- g) Overtime is not payable for:
  - any period of work that is less than a quarter of an hour
  - time taken as a meal break (except as provided for in 4.4.1 j.)
  - time spent travelling outside normal hours.
- h) If staff work overtime on a Saturday, Sunday or public holiday, they may apply for leave in lieu of payment for all or part of their entitlement calculated at the appropriate overtime rate. This is provided that:
  - the application for leave in lieu of payment is made within two working days of their work on a Saturday, Sunday or public holiday
  - leave in lieu is taken at the convenience of the RTA
  - leave in lieu is taken in multiples of a quarter of a day
  - the maximum period of the leave in lieu for a single period of overtime is one day
  - leave in lieu is taken within one month of approval to take leave in lieu, except for work performed on a public holiday which may, at the election of staff, be added to annual leave credits
  - staff are paid for the balance of any entitlement not taken as leave in lieu.

- i) Overtime will not be paid for attending activities which principally benefit the staff member and only indirectly benefit the RTA. Such activities may include:
  - conferences of professional bodies
  - lectures conducted by educational institutions
  - self-nominated training activities.
- j) Staff required to work two hours or more overtime after their normal ceasing time are entitled to:
  - 30 minutes for a meal or crib break without loss of pay, after the first 2 hours, and
  - a similar time allowance for each additional 4 hours of overtime worked.
  - To qualify for the above allowance staff must continue to work after their allowed break.
  - Staff required to work past 12 noon on Saturday are entitled to a 30 minute meal break, without loss of pay between 12 noon and 1 pm.
- k) Staff working overtime and supervising other staff will be paid the same penalties as those staff under their control.

#### 4.4.2 Call-outs

- a) Staff recalled to work overtime:
  - having ceased normal duty (whether notified before or after leaving the premises)
  - are paid for a minimum of four hours work
    - at the appropriate rate for each time they are recalled
  - will not be required, except in unforeseen circumstances, to work the full four hours if the job is completed within a shorter period.

This sub-clause does not apply where:

- it is customary for staff to return to the workplace to perform a specific job outside ordinary working hours
- the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- b) Overtime is not regarded as overtime for the purposes of 4.4.3 below where the actual time worked is less than three hours on such recall or on each of such recalls.

#### 4.4.3 Rest break between shifts after overtime

- a) Staff required to work after finishing a shift without a break of 10 consecutive hours before their next starting time, are entitled:
  - to be absent from duty for 10 consecutive hours without deduction of pay.
- b) Staff required to commence duty before the expiration of the 10 hour break will be paid double time for the time worked.
- c) The provisions of (a) and (b) above also apply to shift workers who rotate from one shift to another by substituting "10 hours" with "8 hours":
  - for the purpose of changing shift rosters
  - where a shift worker does not report for duty
  - where the shift worked by arrangement between staff members.

#### 4.5 Higher duties relief

- a) When the RTA has directed a staff member to relieve in a higher graded position and the staff member performs the normal duties of the position the staff member will be paid an allowance to the first year salary rate of the position for the full period of relief
- b) If a staff member performs the duties of a higher graded position for 260 days either continuously or not they shall:
  - be paid the next higher rate of pay for the position
  - be paid the next higher rate of pay for the position on the completion of a further 260 days relief either continuously or non continuously.
- c) Periods of relief of less than 5 working days shall not be counted in the above.
- d) All time acting in a higher grade position, except when less than 5 continuous working days, shall be recognised for determining the appropriate salary when promoted to that grade.
- e) If a staff member acts in a position more than one grade above their position the period of relief will only be recognised in determining the appropriate salary when promoted to the grade immediately above them.
- f) Public Holidays falling within the period of relief shall be paid at the higher rate provided the staff member works in the higher grade on the day before and after the Public Holiday.

#### 4.6 Salary and grade appeals

- a) Staff members may apply to the RTA, through their Branch/Section Manager, for an:
  - increase in salary in excess of the rate of salary provided in this agreement
  - alteration in the grade to which the staff member is appointed.
- b) Staff members may appeal to the RTA if they:
  - are dissatisfied with a decision of the RTA
    - in respect of the staff member's salary or grade
    - in respect of any other matter under the Government and Related Employees Appeal Tribunal Act 1989, as amended (Part 3, Division 1, Promotion Appeals, or Part 3, Division 2, Disciplinary Appeals)
  - do not exercise their rights before the Government and Related Employees Appeal Tribunal by forwarding a Notice of Appeal to the RTA within 30 days of being advised of the decision to be appealed. The Notice will set out the grounds for appeal.
- c) The RTA will hear the appeal and allow the staff member to either:
  - attend the appeal and present the case, or
  - arrange for their representative to present the case.

## 4.7 Allowances and expenses

### 4.7.1 Meals on Journeys that do not require Overnight Accommodation

- a) Staff who travel on official business and who do not need to stay temporarily at a place other than their home, will be paid an allowance of \$14.90 for:
- breakfast
    - when the RTA requires them to start travelling at or before 7.00am. and return after 9.00 am.
  - an evening meal
    - when the RTA requires them to travel before 6.30pm and return is after 6.30pm.
  - lunch
    - when, due to the journey, travel commences before 1 pm and return is after 2pm
- b) The allowances will not be paid to staff unless:
- travel is outside their headquarters in the Sydney, Newcastle, Wollongong Transport Districts.
  - other staff travel at least 25 km from their headquarters.
- c) a meal allowance of \$14.90 will be paid when:
- on the first day a staff member transfers from one work location to another more than 25 km from their headquarters in the same Transport District Headquarters
  - a staff member attends an evening meeting at a location in the same Transport District 25 km from their headquarters.
- d) The hours referred to above shall read one hour earlier in respect of staff working at offices or depots which start work at 6.00am.

### 4.7.2 Meals on overtime

A meal allowance of \$14.90 will be paid when working overtime:

- for longer than one and half hours
- for working each additional four hours

When recalled to work a meal allowance will be paid:

- after working four hours
- after each additional four hours worked.

When recalled to work overtime a crib time of 20 minutes without loss of pay will be allowed for each four hours worked if work continues after the break



**4.7.3 Private motor vehicle allowances**

- a) If staff do not wish to use their private motor vehicles for RTA business, under no circumstances can they be required to do so.
- b) A staff member may use their private motor vehicle on official RTA business only if:
- there is no RTA vehicle, or public or other transport available and
  - the use of the private motor vehicle is essential for the economic performance of the staff member's duties
  - the use is authorised in advance.
- c) Staff will be paid the:
- RTA business rate
    - for use of a private vehicle on RTA business
  - specified journey rate
    - for use of private vehicle for transport to a temporary work location
    - for the approved use of a private vehicle on RTA business when a RTA vehicle or public transport is available, but the staff member chooses and prior approval is given to use the private vehicle.
- d) The rates of motor vehicle allowances will be published separately by the RTA.
- e) If staff are entitled to the cost of rail travel, but choose to use their private motor vehicle, they will be reimbursed the equivalent cost of the rail fares (including sleepers where appropriate).

**4.7.4 Residential course allowances**

Staff members who attend residential courses are entitled to allowances.

**4.7.5 Lodging and travelling allowances**

- a) If the RTA requires staff to journey away from their headquarters and stay overnight at a place other than home, they are eligible for the prescribed rate and allowances for travel and lodging expenses.
- b) If expenses exceed the prescribed rate, reasonable and actual expenses plus an incidental daily expense rate may be paid.
- c) Full expenses shall be paid in all cases irrespective of claims made.

4.7.6 Location expenses

- a) Staff shall not have their headquarters changed when it is known they will be relocated for less than six months unless they are surplus and have to be absorbed.
- b) Staff members who are relocated to new headquarters are entitled to reimbursement for necessary costs actually incurred in relocating themselves, their dependants and their household to the new headquarters. Unless approved by the Director, this does not apply to staff who relocate:
  - at their own request within two years of starting duty at their previous headquarters
  - to a new headquarters within 34 km of their previous headquarters
  - due to official misconduct
  - at their own request because of ill health or other hardship.
- c) The reimbursement of actual and necessary relocation costs will include:
  - travel and temporary accommodation on relocation
  - temporary accommodation at the new headquarters
  - removal or storage of furniture and effects
  - conveyancing costs for the sale of the residence at the former location where a new residence or land for a residence is purchased at the new location
  - rental subsidy for increased rental costs at the new location
  - education costs for dependent children
  - relocation costs on a staff member's retirement
  - relocation costs for a staff member's spouse and/or dependant on the death of a staff member (to the point of recruitment or equivalent).

4.8 Provision of tools

The salary rates of Traffic Signals staff in Appendix A takes into account that the tools listed below are provided and adequately maintained by the staff:

Centre punch	Diagonal cutting nippers (insulated, 150mm)
Measuring tape (3m)	Allen keys, metric
Hacksaw	Insulated screwdriver (Phillips No 2, 100mm)
Ball pien hammer (250g)	Screwdriver (Phillips No 0, 75mm)
Multigrips or vise-grip	Insulated screwdriver (Square, 250x10mm)
Knife (Stanley)	Screwdriver (Square, 200 x 8mm)
Universal adjustable wire stripper	Screwdriver (Square, 130 x 6mm)
Combination pliers (insulated)	Screwdriver (Square, 100 x 3mm)
Long-nose pliers (insulated, 150mm)	Shifting spanner (100mm)
	Shifting spanner (200mm)

## 4.9 Compensatory travel leave and payments

- a) Staff are entitled to claim ordinary time payment or compensatory leave (if the RTA approves) when the RTA directs them to travel in connection with official business:
- to and/or from somewhere other than their normal headquarters
  - outside normal working hours.
- b) Staff travelling on a day where they are not required to work may claim for time spent in travelling after 7.30am.
- c) Staff travelling on a day where they are required to work may claim for time spent travelling before the normal start time or after the normal finishing time, provided that:
- the normal time for the trip from home to headquarters and return is deducted from travelling time
  - periods of less than ¼ hour on any day are disregarded
  - travelling time does not include any travel between 11.00pm on one day and 7.30am on the following day when staff have travelled overnight and accommodation has been provided
  - travelling time is calculated on the basis of reasonable use of the most practical and economical means of transport
  - travelling time does not include travelling for a permanent transfer which:
    - has increased salary
    - is for disciplinary reasons
    - is made at the staff member's request.
  - travelling time does not include travel by ship on which meals and accommodation are provided.

- d) Staff are entitled to claim waiting time as follows:-

*Where no overnight stay is involved:*

- 1 hour shall be deducted from the time of arrival and the commencement of work.
- 1 hour shall be deducted from the time of ceasing work and the time of departure for home, headquarters or another work centre.

*Where overnight accommodation is provided:*

- Any time from the completion of arrival until the time of departure shall not count as travelling time unless
  - work is performed on the day of departure
  - waiting time less one hour shall be allowed.
- Where no work is done on the day of departure waiting time less one hour after normal starting time until time of departure shall be allowed.

## 5. Leave

### 5.1 Public holidays

a) This section covers the following gazetted public holidays:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Proclaimed state public holidays

Proclaimed local public holidays do not qualify.

b) If the holiday falls on a weekend, no additional payment will be made unless the RTA requires staff to work on that day. For further details, refer to Section 3.4, Shiftwork and Section 4.4, Overtime.

#### 5.1.1 Local public holidays

a) Staff in country areas may observe up to two local public holidays (or four half days) each year. This applies regardless of whether the local public holidays are:

- proclaimed (gazetted)
- locally agreed.

b) Recreation leave, study leave and flexible leave may be taken in conjunction with local public holidays.

#### 5.1.2 Public service holiday

a) Traffic Signals Staff observe the Union Picnic Day instead of the Public Service Holiday.

b) Staff are entitled to a day's leave with pay on the first Monday in December to attend an annual union picnic. If they are required to work on that day they will be granted a leave day in lieu.



## 5.2 Recreation leave

### 5.2.1 General

- a) Recreation leave accrues at 1 2/3 days for each completed month of service, up to a maximum of 20 working days per year.
- b) Leave is granted at the discretion of the RTA. The minimum grant is a quarter of a day. Staff employed on seven day continuous shift basis will accrue recreation leave of 2 1/12 days for each completed month to a maximum of 25 days.
- c) Staff shall wherever practicable, take their annual leave within six months of it becoming due.
- d) Leave shall only be accrued in excess of 40 days (or 50 days for staff working on a 7 day continuous shift basis accruing leave at the rate of 25 days per year) in special circumstances.
- e) The RTA may direct staff to take leave for which they are eligible, provided that:
  - the RTA gives the staff member at least four weeks' notice of the starting date of the leave
  - as far as practicable, the RTA takes the staff member's wishes into account when fixing the time for the leave.

### 5.2.2 Annual leave loading

Annual leave loading has been rolled up by increasing rates of pay by 1.35%, the change being implemented effective from 1 December 1994.

## 5.3 Long service leave

- a) Staff members who have completed 10 years service recognised by the RTA are entitled to the following long service leave:
  - 44 working days (two months) on full pay; or
  - 88 working days (four months) on half pay.

All public holidays falling on "normal working days", ie. Monday - Friday are to be regarded as working days for the purposes of long service leave calculations.

When a shift worker takes a period of long service leave, the number of working days to be debited is to equal the number of days that the staff member would otherwise be rostered to work during the period of leave, even through those days may sometimes be Saturdays or Sundays.

- b) For each additional completed calendar year of service the staff member will be entitled to 11 working days long service leave on full pay.
- c) Long service leave may only be taken:
  - at the convenience of the RTA
  - at half pay or full pay
  - for at least half a day, whether or not it is on full or half pay.

- d) If a staff member has the right to long service leave, upon termination of their services they will be paid, in lieu of such leave:
  - the monetary value of the accrued long service leave
  - at the substantive salary rate received on the last day of service.
- e) Staff members appointed to the RTA may have continuous service with previous employers declared under the Transferred Officers Extended Leave Act 1961 taken into account for long service leave purposes.
- f) Staff members who have completed at least five years but less than ten years service as an adult will be entitled to a proportion of long service leave if:
  - the RTA terminates their services for any reason other than serious and wilful misconduct
  - the staff member terminates their services due to:
    - illness
    - incapacity
    - domestic or other pressing necessity.
- g) The proportion of long service leave granted to staff who have completed at least five years service will be 22 working days on full pay for five years service.

#### 5.4 Sick leave

- a) Staff are eligible for sick leave where it is established that leave is necessary due to ill health.
- b) Staff are eligible for 15 days, fully accumulative, sick leave:
  - in each calendar year
  - subject to compliance with the following if required by the RTA:
    - notifications
    - the completion of applications
    - the submission of medical certificates.
- c) Part time staff are entitled to pro-rata ordinary sick leave.
- d) Staff are eligible for additional special sick leave if they:
  - have at least ten years service recognised by the RTA
  - have been or will be absent for more than three months, and
  - have exhausted or will exhaust available paid sick leave.
- e) Staff who are eligible for additional special sick leave may be granted:
  - one calendar month additional special sick leave for each ten years of service; and
  - an additional ten calendar days less all additional special sick leave previously granted.
- f) If any special sick leave is taken during service, the entitlement to special sick leave will be reduced by the amount of special sick leave already taken.

## 5.5 Maternity leave

- a) Female staff, excluding casuals, are entitled to maternity leave to allow them to retain their position and return to work within a reasonable time after the birth of the child.
- b) Maternity leave may be granted on the following basis:
  - unpaid maternity leave:
    - up to nine weeks before the expected date of birth
    - up to 12 months after the actual date of birth
  - paid maternity leave:
    - staff who have completed 40 weeks continuous full time or part-time service in the NSW public sector prior to the birth are entitled to nine weeks at the ordinary salary rate from the date the maternity leave starts.



## 5.6 Adoption leave

- a) Staff are entitled to adoption leave if they are the person who assumes the primary role in providing care and attention to the child.
- b) From the date of taking custody of the child, adoption leave will be given on the following basis:
  - paid adoption leave:
    - for staff who are to be the primary care giver
    - for staff who have completed 40 weeks continuous full or part-time service within the NSW public sector
    - three weeks at the ordinary salary rate.
  - short adoption leave:
    - three weeks on leave without pay
  - extended adoption leave:
    - up to 12 months on leave without pay
    - including any short or paid adoption leave
- c) Where both partners are employed in the public sector, adoption leave will only be granted to one partner for each adoption.

## 5.7 Parental leave

- a) Parental leave is available to those staff members who are not entitled to maternity or adoption leave.
- b) Staff may be granted up to 52 weeks unpaid parental leave to share in the responsibility of caring for their young children.
- c) Leave may commence any time up to two years from the date of birth or adoption of the child. The leave may be taken full time for up to 12 months or on a part-time basis over a period of up to two years.

## 5.8 Study leave

- a) Staff are entitled to paid study leave if they are studying a course which:
  - is appropriate to their present classification, or
  - provides progression or reclassification opportunities relevant to the RTA.
- b) Study leave will be granted on the following basis:
  - face-to-face students:
    - half an hour for every hour of lectures, up to a maximum of four hours per week, or
    - 20 days per academic year, whichever is the lesser
  - correspondence students:
    - half an hour for every hour of lecture attendance involved in the corresponding face-to-face course, up to a maximum of four hours per week; or
    - 20 days per academic year, whichever is the lesser.

### 5.8.1 Examination and pre-examination leave

- a) To assist staff attempting final examinations in courses for which study leave has been approved and to free them from work immediately prior to an examination, staff will be given a maximum of:
  - five days paid examination leave per calendar year for time occupied in travelling to and from and attending the examination
  - half a day for pre-examination leave on the day of examination, up to a maximum of five days per calendar year.

## 5.9 Military leave

- a) Staff who are part-time members of naval, military (including 21st Construction Regiment) or air force reserves will be eligible for military leave each 12 months commencing 1 July on the following basis:
  - military forces:
    - 14 calendar days annual training
    - 14 calendar days instruction school, class or course
  - naval forces:
    - 13 calendar days annual training
    - 13 calendar days instruction school, class or course
  - air force:
    - 16 calendar days annual training
    - 16 calendar days instruction school, class or course
  - an additional grant of up to four calendar days for additional obligatory training.



## 5.10 Special leave

- a) Staff will be granted special leave for jury service.

Staff may also be granted paid special leave for certain activities which are not regarded as being on duty and which are not covered by other forms of leave.

Activities may include:

- transfer
- as a witness when called or subpoenaed by the Crown
- emergency volunteers
- emergency or weather conditions
- trade union activities/training
- ex-armed services personnel: Medical Review Board etc.
- National Aborigines' Day
- miscellaneous:
  - graduation ceremonies
  - returning officer
  - local government - holding official office
  - superannuation seminars
  - naturalisation
  - bone marrow donors
  - exchange awards - Rotary or Lions
  - professional or learned societies



Staff may be granted a maximum of three years' leave without pay. Leave without pay is calculated in calendar days.

## 5.11 Leave without pay

Staff may be granted a maximum of three years' leave without pay. Leave without pay is calculated in calendar days.

## 5.12 Family and bereavement (compassionate) leave

Staff may be granted leave for reasons related to family and community responsibilities through:

- a) **Family Leave:** the maximum amount of family leave payable at ordinary rates is:
- during the first 12 months of service 2.5 working days (after deducting any family leave or short leave granted during the last 12 month period); or
  - after the completion of 12 months service 5 working days in any period of 2 years (after deducting any family leave or short leave granted during the last 2 years period); or
  - the period calculated by allowing 1 day for each completed year of continuous service and deducting the total amount of all family leave and short leave granted to the staff member throughout their service,
- whichever is the greater.
- b) **Bereavement (compassionate) leave:** up to 3 days paid leave on each occasion to cover the period necessary to arrange or attend the funeral of a relative
- c) **Access to other forms of leave** are available to specifically care for family members who are ill. These include:
- accrued sick leave
  - accrued recreation leave
  - leave without pay

Depending on the circumstances, an individual form of leave or combination of leave may be taken. It is the RTA's intention that each request for family leave be considered equitably and fairly.

d) For the purposes of this clause Family members and Relatives are defined as follows:

Family members include -

- a spouse, or
- a de facto spouse (same or opposite sex), or
- a child (including an adopted child, a step child, a foster child or ex nuptial child), or
- a parent (including a foster parent and legal guardian), or
- a grandchild, grandparent or a sibling (either the staff member's, spouse's or de facto's), or
- a relative who is a member of the same household as the staff member, where, for the purposes of this clause
  - relative means a person related by blood, affinity or marriage,
  - affinity means a relationship that one spouse, because of marriage, has to blood relatives of another, and
  - household means a family group living in the same domestic dwelling.

## 6. Other Terms and conditions

### 6.1 Grievance resolution and dispute settlement

#### 6.1.1 Grievance resolution

- a) A grievance is defined as a personal complaint or difficulty. A grievance may:
- relate to a perceived denial of an entitlement
  - relate to a perceived lack of training opportunities
  - involve a suspected discrimination or harassment.
- b) The RTA has grievance resolution policy, guidelines and procedures which should be observed when grievances arise because of this agreement.
- c) The policy, guidelines and procedures are detailed in Appendix B.
- d) While the policy, guidelines and procedures are being followed, normal work will continue.

#### 6.1.2 Dispute settlement

- a) A dispute is defined as a complaint or difficulty which affects more than one staff member. A dispute may relate to a change in the working conditions of a group of staff which is perceived to have negative implications for those staff.
- b) It is essential that management and the union consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.

- c) Failure to consult on all issues of mutual interest and concern to management and the union is contrary to the intention of these procedures.
1. If a dispute arises in a particular work location which cannot be resolved between staff or their representative and the supervising staff, the dispute must be referred to the RTA's Manager of the Industrial Relations Section or another nominated officer who will then arrange for the issue to be discussed with the union.
  2. If the issue cannot be resolved at this level, the issue must be referred to senior management.
  3. If the issue cannot be resolved at this level, the issue must be referred to the Industrial Relations Commission of New South Wales.
  4. While these procedures are continuing, no work stoppage or any other form of work limitation shall occur and the status quo existing prior to the dispute shall remain.
  5. The union reserves the right to vary this procedure where a safety factor is involved.



THIS AGREEMENT is made at Sydney on the 17<sup>th</sup>

day of FEBRUARY 1998

SIGNED for and on behalf of the  
Roads and Traffic Authority of  
New South Wales

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*[Handwritten signature]*

In the presence of:

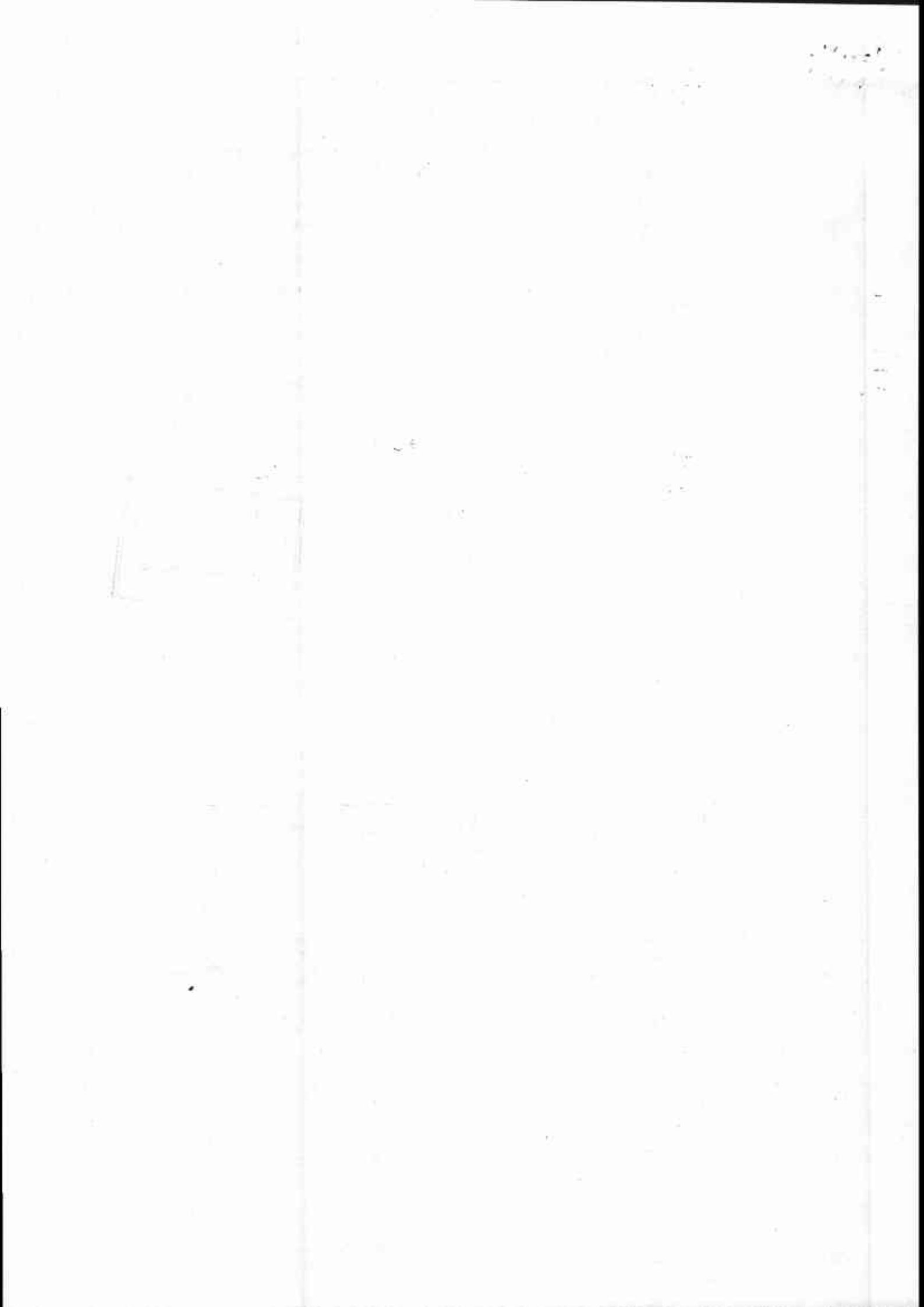
\_\_\_\_\_ *A. Hawth* \_\_\_\_\_

SIGNED for and on behalf of the  
Electrical Trades Union of Australia,  
New South Wales Branch

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*B. Rooden*

In the presence of:

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## Appendix A - Traffic Signals Salaried Staff - Salary Increases

<b>Traffic Signals Group</b>		<b>Current Rate \$</b>	<b>Plus 1% 10.1.97 \$</b>	<b>Plus 3% 11.7.97 \$</b>	<b>Plus 2% 9.1.98 \$</b>	<b>Plus 5%* 10.7.98 \$</b>	<b>Plus 5% 8.1.99 \$</b>
<b>Technician</b>							
Grade 1	1st Year	30669	30976	31905	32543	34189	35998
	2nd Year	31247	31559	32506	33156	34834	36576
Grade 2	1st Year	32130	32451	33425	34094	35819	37610
	2nd Year	33075	33406	34408	35096	36872	38716
Grade 3		34436	34780	35823	36539	38388	40307
<b>Supervising Technician Leading Technician</b>							
1st Year		35478	35833	36908	37646	39551	41529
2nd Year		36520	36885	37992	38752	40713	42749
3rd Year		37564	37940	39078	39860	41877	43971
Thereafter		39064	39455	40639	41452	43550	45728
<b>Senior Supervising Technician Field Liaison Officer Quality Assurance Inspector</b>							
1st Year		39859	40258	41466	42295	44435	46657
2nd Year		40613	41019	42250	43095	45276	47540
3rd Year		43016	43446	44749	45644	47953	50351
<b>Supervisor, Signals Construction/Maintenance, Network Inspector</b>							
		42635	43061	44353	45240	47529	49905
<b>Electronic Equipment Group</b>							
<b>Technician</b>							
Grade 2	1st Year	32130	32451	33425	34094	35819	37610
	2nd Year	33075	33406	34408	35096	36872	38716
Grade 3		34436	34780	35823	36539	38388	40307

\*Method of calculation is:

"Base Rate" (as shown under 9.1.98) + 3% = total to establish "new" base rate + 2% = new rates

1000

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## Appendix B - Grievance Resolution

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### Policy

The RTA's grievance resolution policy provides a system for managing internal grievances which:

- recognises the right of an individual to raise any concern about work-related issues and expect a prompt and fair response
- encourages appropriate behaviour in the workplace
- raises and maintains high standards of morale and work satisfaction by providing a work environment where the full potential of each staff member can be realised.

All managers have a responsibility to identify and resolve, as far as possible, causes of stress to workers under their control without waiting for a grievance to be expressed first.

Every staff member has a responsibility to avoid treating co-workers in a way that will cause distress.

### Guidelines

#### Definitions

a) **Grievant**

The grievant is the person who raises the grievance. There may be more than one grievant involved in a grievance.

b) **Respondent**

The respondent is the staff member who is alleged to:

- have acted unfairly or in a discriminatory manner
- be the instigator of the cause of the grievance.

There may be more than one respondent involved in a grievance.

c) **Grievance Adviser**

The Grievance Adviser:

- is the person who listens to a grievance, offers advice and clarifies the facts of the issue in question to enable the grievant to decide what the appropriate action is
- may also participate in any discussions or mediation as a support person but not as an advocate for the grievant
- does not have responsibility for resolving grievances through either action or decisions.

The person responsible for resolving grievances through action or decision is the appropriate supervisor or manager.

To provide individuals with increased flexibility in seeking advice regarding any work-related problem, staff members in the following positions within the RTA have been nominated as grievance advisers:

- Human Resources Managers
- EEO Manager

- Spokeswomen
- Women's Liaison Officer
- Director of Affirmative Action
- Grievance Contact persons
- Aboriginal Liaison Officer.

### General Principles of Grievance Resolution

- a) The grievance resolution guidelines are based on the following general principles:
- staff involved in grievance resolution should have access to training
  - the immediate supervisor or manager should be informed in the first instance of the grievance, wherever possible, so that appropriate action can be taken
  - staff members must have an appropriate degree of choice about whom to approach and, ideally, have a choice of actions
  - grievances can be raised either orally or in writing
  - grievances are to be resolved as promptly as possible
  - where a grievance legitimately requires time for investigation:
    - an initial response advising of the proposed actions is to be made to the grievant within two days of the grievance being made
    - the investigation is to be completed within a reasonable time frame (usually no longer than four weeks)
  - all functional managers will manage grievances with understanding, care and consideration
  - the rights of every person involved are protected
  - the grievant has control of the resolution process except in certain cases eg where the RTA may be liable or where criminal charges may be laid
  - other staff may become involved in grievance resolution
    - as and when required
    - in order to provide specialised assistance
    - to meet the special needs of EEO target group members
  - the confidentiality and the integrity of every person involved will be maintained
  - victimisation of any person involved is totally unacceptable
  - resolution should be determined in a way that is satisfactory to those involved and especially to the grievant wherever possible.

### Interpreters

- a) Language and sign interpreters are available and should be used where necessary at any stage of the grievance process.
- b) Use only professional interpreters to minimise the risk to privacy and of error. Where a non-professional interpreter raises a grievance on behalf of another person eg a friend or colleague, limit the amount of information being given to the fact that the grievant is making a complaint.



- c) The non-professional interpreter may only continue to contribute to the situation as a support person if requested to do so by the grievant.



#### External Referral Sources

- a) Staff members have the right to choose whether to use:
- the internal grievance mechanism
  - an external body.
- b) They may approach either or both at any time during the course of the grievance.
- c) The list of sources of external assistance detailed below is not exhaustive and is a guide only:
- the union
  - Anti-Discrimination Board of NSW
  - Government and Related Employees Appeal Tribunal (GREAT)
  - Industrial Relations Commission (with representation by the appropriate association/union)
  - Ombudsman
  - Privacy Committee of NSW.
- d) The RTA must be advised if a staff member approaches an external body during the course of a grievance.

#### Protection

- a) A grievant is protected against any action for defamation by the defence of qualified privilege, provided:
- the grievance is raised in accordance with these established procedures
  - the grievant does not intentionally make a malicious or substantially frivolous complaint
  - the grievant does not publish or make information about the grievance available to persons who have no legitimate interest in receiving it.
- b) Any staff member who carries out grievance resolution in accordance with established procedures or who is required to prepare a report concerning another member of staff is protected against any action for defamation by the defence of qualified privilege provided that he or she:
- is not actuated by malice
  - does not publish or make information about the grievance available to persons who have no legitimate interest in receiving it.

#### Documentation

- a) Grievance resolution should be managed as simply as possible. Keep informal notes brief and factual and do not include personal opinions.
- b) All parties involved must be given the opportunity to sight and endorse all material.
- c) The Grievance Adviser should retain all documentation until twelve months after the grievance has been resolved. Keep the material confidential and separate to personal files.

- d) Do not make any notations on personal files unless a disciplinary charge has been found proved. In this case place only the results of the charge on the personal file of the person charged.

#### Training

- a) Training courses concentrating specifically on the resolution of grievances will be made available to grievance advisers and as many staff members likely to be involved in grievance resolution as possible.

#### Assessing Grievance Resolution

- a) A grievance should only be regarded as satisfactorily resolved when the outcome is fair with regards to:
- any damage and suffering sustained
  - the prognosis for the future
  - improvement of the immediate circumstances which gave rise to the grievance.
- b) The resolution to a grievance must be lawful.
- c) In some cases a final determination may be reached which does not fully resolve the grievance or there is no possible action which can be taken but the parties accept this. The grievance is therefore considered concluded but not resolved
- d) A grievance is also considered to be concluded but not resolved when a grievant chooses to withdraw.
- e) In the terms of this policy, a respondent has a right to expect that any penalty or disciplinary action will be appropriate to the degree of culpability or fault if proven or substantiated, taking into consideration any damage or suffering sustained by the grievant, and the potential for future problems.

#### Appeal Right

- a) Any staff member who is dissatisfied with his or her treatment in terms of these procedures may appeal to the Director or Chief Executive for a re-examination of the decision.
- b) This appeal right does not in any way diminish a staff member's to seek the assistance of representative of his or her trade union or association in the matter.

### Grievance Resolution Procedures

- a) Any manager, supervisor or Grievance Adviser consulted by a grievant should:
- listen and be sympathetic to any distress exhibited by the grievant
  - be aware of their own limitations and the grievant's insecurity and fears as to the possible repercussions of lodging a grievance
  - clarify the facts of the grievance
  - ensure the confidentiality and protection of all parties involved
  - wherever possible, take into account the grievant's wishes regarding the process of resolution
  - ensure the right of the respondent to be heard before any decision is made
  - if resolution is not possible, conclude the grievance by advising the grievant of the:

- reasons
- right of appeal
- external options.

b) In addition, if you are:

- acting as a Grievance Adviser:
  - offer counsel and advice
  - refer the grievant to an appropriate functional manager. Usually this is the grievant's immediate supervisor or manager unless there is a good reason for the referral to be made to a more senior manager eg the immediate supervisor/manager is absent or is the respondent
- the supervisor or manager, take the appropriate steps to investigate and resolve the grievance.



## Appendix C - Market Testing and Contracting Out

### Principles, Definitions and Consultative Process

#### Principles

##### Selection of an Area of Work to Market Test

The following principles underlie the selection of an area of work for market testing:

- a) The area of work should be capable of being defined precisely. It should allow clear boundaries to be specified and relationships with other areas of work to be defined.
- b) The area of work should be capable of being expressed in terms of outcomes rather than the RTA having to define how the work is to be done.
- c) The performance of an in-house team or contractor completing the work should be capable of being accurately measured so that cost and quality are able to be clearly determined.
- d) There should be clear competition among bidders for the area of work.
- e) If the work is contracted out, there should be clear opportunity to penalise or replace contractors for poor or non-performance without causing significant interruption to RTA business.
- f) There should be a reasonable expectation that cost-effectiveness improvements are possible.
- g) The Market Testing process need be applied only when the scope and nature of the project is such that there would be "value for money" in doing this. That is, the financial and other costs of running the process should be justifiable in terms of the expected financial and non-financial benefits.

##### Conduct of Market Testing Projects

The following principles underlie the conduct of a market testing project:

- a) Consultation with staff and their representatives must be an integral part of the process (see definition of consultation below).
- b) Market testing of an area of work will not necessarily lead to contracting out of that work. The decision to contract out an area of work or retain it in-house must be based on a robust analysis of costs, benefits and risks, both financial and non-financial. Issues to be considered include but are not limited to:
  - track record of performing work of that type and quality of past work, including consideration of any examples of non-performance in the past
  - reports from reference sites
  - past performance in management of sub-contractors
  - fitness and quality of the process proposed by the bidder
  - financial stability of the firm
  - ability to meet statutory requirements, including occupational health and safety requirements, and
  - calibre of the key people involved in delivery of the work.
- c) Fair and effective competition must be maintained among all bidders, including in-house bid teams. Probity processes must be in place to ensure no advantage is gained by one bidder over and others but care must be taken to ensure that probity processes are not so onerous that they disadvantage any bidders or place heavy costs on the process.

- d) The market testing process used should facilitate innovation by bidders (including in-house bidders) and support the pursuit of "best practice". This implies that internal bid teams should be adequately resourced and have access to the relevant expertise in formulating their bids. *(NB. The terms "innovation" and "best practice" refer to the achievement of technical and process improvement and not merely cost cutting.)*
- e) Equity objectives should be pursued in addition to efficiency and effectiveness objectives. This means that equity in dealing with the RTA's clients and employees must be maintained or enhanced. Equity in workplace relationships extends to safety and EEO aspects, as well as consultation with employees and their representatives. Workplace equity also implies management should demonstrate appropriate leadership and support for employees, especially those involved in internal bid processes.

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## Management of an Area of Work After Market Testing

The following principles underlie the management of a work area after market testing, irrespective of whether the work is contracted out or retained in-house:

- a) The work area should be managed on an "outcome" basis, allowing room for innovation and continuous improvement in the way work is performed.
- b) A contract and/or service level agreement(s) must be negotiated which allows cost and quality indicators to be monitored and compared over time.
- c) Clear accountabilities must be established and understood by all parties - the team undertaking the work and the people responsible for managing the performance of the work area on behalf of the RTA.
- d) Clear lines of communication must be defined, including processes for remedying performance discrepancies and resolution of disputes.

## Definitions

- a) "Consultation" means a process of sharing information and requiring input on key decisions before they are taken and utilising that input in formulation of the decision outcome. In a rational decision model, it may include input to and/or feedback on:
- the identification of decision alternatives
  - the identification of decision criteria; and
  - the outcome of evaluation of alternatives against the criteria.
- b) In an incremental decision model it may include preparation and dissemination of a discussion document on a proposed change, gaining feedback on the proposal and modifying the proposal where appropriate.
- c) Consultation does not imply a right to veto decisions nor does it imply a right to access confidential material of a commercial or personal nature. *Where a need arises to provide access to confidential information, a confidentiality control process will be implemented.*
- d) "Market Testing" is a rational approach to deciding the best value-for-money method (taking into account cost, benefit and risk) of delivery of an area of work. *It does not refer to "contracting." Contracting is one possible outcome of a market testing process.*
- e) "Major Works" are defined as works valued at \$500,000 or greater unless approved as a "Minor Works" by a *Regional Manager*. Only major works are suitable for market testing and usually only where it is an area of work that is already performed within the RTA. The RTA may proceed directly to a contract for minor works in circumstances where in-house resources are unavailable and/or the RTA no longer performs work of that type.

## Consultative Process

- Step 1
- a) Local management required to identify projects to be considered for Market Testing and Contracting Out.
  - b) Agreement to proposals sought from Director
  - c) Opinions of other directors on proposed project sought by relevant Director. Director Corporate Services initiates preliminary consultation with relevant unions and notification to SBU and Labour Council.
  - d) Relevant unions advised by Director Corporate Services and input sought. (Two weeks to respond from date of advice).
  - e) Responses considered by relevant Director and proposals modified where appropriate.

## Appendix D - Definitions

### Traffic Signals Group



a) **Technician Grade 1**

Initial appointment following completion of an apprenticeship with the Department, or on appointment to the Department.

**Duties:** Assist a more senior Technician as required.

**Essential:** Possession of A1 grade electrical mechanic's licence.

b) **Technician Grade 2**

The level at which a qualified and experienced trades person is expected to perform. At this grade, the technician would be capable of working independently, and taking responsibility for the work of a gang.

**Duties (typical):**

- In charge of a gang / crew engaged on any of the following:
  - Routine maintenance
  - Emergency maintenance
  - Accident repair
  - Construction / Reconstruction
  - Miscellaneous activities.
- Member of a team engaged in development, maintenance or repair of traffic signal equipment.
- Tasks might include:-
  - Supervision and control of other employees
  - Assisting a trades person in a gang where more than one trades person is deployed
  - Inspection checking and repair or replacement of traffic signal equipment
  - Report writing
  - Servicing of printed circuit assemblies, relay circuits, etc (discrete components and integrated circuits)
  - Diagnosis of equipment faults with appropriate remedial action.

**Essential:** Possession of 'A' grade electrical mechanic's licence.

**Desirable:** Demonstrated knowledge of traffic control equipment - Level 1

c) **Technician Grade 3**

A level of technician who is experienced and technically proficient in all aspects of traffic control equipment. The technician would be expected to be capable of working independently, dealing with complex equipment problems at a level not normally expected of a grade 2 technician. Supervision of the work of other trades persons would be required.

**Duties:**

- In charge of a gang where the size of a gang or complexity of work is such that appointment of a grade 2 technician is considered inappropriate.

- Engaged in traffic systems work.
- Leader of a group of technicians engaged in development, maintenance or repair of traffic signal equipment.
- Typical tasks would include those listed of grade 2 level, and where additional complexity exists.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level II.

d) **Leading Technician**

This level of technician is expected to be responsible for the repair, testing and preparation of traffic signal equipment and other electric / electronic equipment, as well as provide leadership for a group of traffic signal technicians engaged on such work.

Duties:

- Provide technical advice and support to the Equipment Service Manager.
- Guide and co-ordinated the work of a group of traffic signals technicians.
- Monitor fault records of equipment to be repaired by the group so as to assist in identification of fault patterns.
- Repair, overhaul, modify and test microprocessor based controllers and other complex electronic equipment.
- Preparation and testing of controller personalities against design plans.
- Liaison with Divisional TEO's on adaptive engineering matters.

Essential: Criteria will include possession of "A" grade electrical mechanic's licence and qualified in electronics to post trade level or higher.

Progression from 3rd year to thereafter is after three years at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops etc.

e) **Supervising Technician**

This level of technician is expected to provide leadership to a group of trades and non-trades staff, in assisting line management to fulfil specific objectives. The supervising technician provides the link between management and field staff, deputising for management where required. The supervising technician is expected to maintain a high degree of technical knowledge and to impart skills as necessary to other personnel, by formal or informal means. The supervising technician is accountable for the quality and quantity of work performed.

Duties (typical):

- Supervise and direct the activities of traffic signal construction, reconstruction or maintenance in a specified area.
- Maintain knowledge of current technology and development, maintenance and repair of traffic signal equipment.
- Supervise the work of contractors as required.
- Supervise and provide technical leadership to groups of technicians engaged in development, maintenance or repair of traffic signal equipment.
- Acceptance testing and quality control duties.



**Essential:** Possession of 'A' grade electrical mechanic's licence.

**Desirable:** Qualified at Level II for promotion. Post-trade or certification level qualifications in areas relevant to the classification. Demonstrated knowledge of current technology and diagnostic / repair techniques for traffic control equipment.



Progression from 3rd year to thereafter is after three years service at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops, etc.

f) **General**

- Incremental progression to be subject to satisfactory service.
- Duties of particular positions to be determined within the broad guidelines provided above and having regard to Job and Person Specifications.
- Knowledge of traffic control equipment to be demonstrated by the satisfactory completion of an internal course of instruction. Subject to further discussion, it is envisaged that the following would be included:

Level I: General controller and equipment operation, basic SCATS and communication theory.

Level II: Advanced controller operation, detailed SCATS and communication theory.

All courses would include elements of traffic engineering principles, safety practice and industrial relations.

- Officers who have previously passed parts 1, 2 and 3 will be regarded as possessing a demonstrated knowledge of traffic control equipment at Level II.
- The requirement for a supervising technician to keep up-to-date would be satisfied by attendance at seminars, workshops, etc, for which supervising and grade 3 technicians would be eligible to nominate. Content would be determined having regard to current technology and developments generally.

## Electronic Equipment Group

- a) No person, excepting one who has completed an apprenticeship involving training in electronics, or has reasonable practical experience in electronics, including electronics construction, maintenance and fault repair, and has completed or is currently undertaking the Post-Trades Electronics Course (1039) or equivalent, shall be appointed as an electronic equipment technician.
- b) Initial appointment will be at the salary level of electronic equipment technician grade c.
- c) Progression from grade c to d shall be dependent upon:-
  - (i) the successful completion of the Post-Trades Electronic Course (1039), or equivalent, and
  - (ii) 12 months satisfactory service on the rate for electronic equipment technician grade c.
- d) A staff member who is directed to lead other personnel in the Electronic Workshop shall be paid the rate for electronic equipment technician grade.

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