

Vol. 381, Part 3

18 August 2017

Pages 351 – 695



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
47 Bridge Street, Sydney, N.S.W.

ISSN 0028-677X

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CROWN EMPLOYEES (AUDIT OFFICE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Audit Office of New South Wales.

(No. 2017/173988)

Before Chief Commissioner Kite

14 June 2017

AWARD

Arrangement

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PART A

1. Title

This Award shall be known as Crown Employees' (Audit Office) Award 2017.

2. Definitions

"Accumulation" means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.

"Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Auditor-General" refers to the person appointed to the position of Auditor-General as specified by the *Public Finance and Audit Act 1983*.

"Audit Office" means The Audit Office of New South Wales, a statutory authority established under the *Public Finance and Audit Act 1983*.

"Award" means this Award made in accordance with the *Industrial Relations Act 1996*.

"Birth" means the birth of a child and includes stillbirth.

"Business Unit Leader" means an employee whose responsibility is to lead a Business Unit of the Audit Office as determined by the Auditor-General.

"Casual Employee" means any employee engaged to carry out work: that is irregular or intermittent, or to be undertaken on a short-term basis in a part of the Audit Office with a flexible workload, or in a position for a short period pending the completion of the selection process for the position, or that is urgent work or to deal with an emergency.

"Classification" means a group of roles with common remuneration arrangements.

"Commission" means the New South Wales Industrial Relations Commission.

"Competency Zones" means the structure that will apply within each remuneration band for Audit Professional employees, Corporate Professional employees and Corporate Administration employees.

"Continuous Service" has the meaning given by the Auditor-General's Determination 1 dated 27 June 2013. Under this determination an employee's employment is continuous in relation to a period if an employee remains employed for the whole period and the employee is taken to remain employed by the employer for the whole of any period even if, during that period, the employee ceases to be employed by the employer on the grounds of retrenchment or reduction of work but is re-employed by the employer within the next 12 months.

"Contract hours" for the day for a full time employee, means one fifth of the full time ordinary working hours. For a part time employee, contract hours for the day means the hours usually worked on the day.

"Corporate Professional" means employees who are employed at Corporate Professional Levels A or B.

"Corporate Administrative" means employees who are employed at Corporate Administrative Levels 1 to 4

"Daily rate" or "Rate per day" means the rate payable for 24 hours, unless otherwise specified.

"Deputy Auditor-General" refers to the person appointed to the position of Deputy Auditor-General as specified by the *Public Finance and Audit Act 1983*.

"Employee" means a person permanently or temporarily employed either as a full time or part time employee, in any capacity under the provisions of this Award, and includes a person on probation.

"Expected date of birth" in relation to an employee who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the employee to give birth as a result of the pregnancy.

"Extended leave" means extended (long service) leave to which an employee is entitled under the provisions of the Auditor-General's Determination 1 dated 27 June 2013.

"Full pay or half pay" means the employee's ordinary rate of pay or half the ordinary rate of pay respectively.

"Full-time employee" means an employee whose contract hours are equivalent to the full-time contract hours for the classification.

"Half day" means half the contract hours for the day.

"Industrial action" means industrial action as defined in the *Industrial Relations Act 1996*.

"Manager" means the person immediately responsible for the area in which an employee is employed or any other employee authorised by the Business Unit Leader to fulfil that role.

"Market Benchmarking" means the regular independent process of reviewing remuneration levels for each classification against market information from similar levels in the relevant market.

"Normal work" means, for the purposes of Part A, Clause 14, the work carried out in accordance with the employee's position or job description at the time the grievance or dispute was notified by the employee.

"On duty" means the time required to be worked for the Audit Office. For the purposes of Annexure 3, clause 5.1, Trade Union Activities Regarded as On Duty, on duty means the time off with pay given by the Audit Office to the Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.

"On loan" means an arrangement between the Audit Office and the Association where an employee is given leave of absence from the workplace to take up employment with the employee's Association for a specified period of time during which the Association is required to reimburse the Audit Office for the employee's salary and associated on-costs.

"Ordinary hourly rate of pay" means the hourly equivalent of the annual rate of pay of the classification calculated using the formula set out in Annexure 3, clause 2.1, Casual Employment.

"Overtime" is defined in Part A, clause 10.3.

"Pay Points" means incremental remuneration levels within the Audit Professional Level A remuneration bands.

"Part-time position" means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.

"Part-time employee" means an employee whose contract hours are less than the full-time hours.

"Percentile" means a point within a remuneration band expressed as a percentage of that band.

"Place of employment" means 1 Margaret Street, Sydney or at other locations, either on a temporary or permanent basis, to which the Audit Office's premises is relocated from time to time.

"Place of work" means any destination required for work purposes.

"Professional qualifications" means full membership of Chartered Accountants Australia and New Zealand or CPA Australia or, for Performance Audit employees, appropriate agreed equivalent qualifications.

"Public holiday" means a day proclaimed under the Public Holidays Act 2010, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 4 of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

"Recall to duty" means those occasions when an employee is directed to return to duty outside the employee's normal working hours.

"Relief employee" means a person employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.

"Remuneration" means Total Remuneration Package (TRP) which is expressed as the total of base pay, superannuation guarantee contribution and annual leave loading.

"Remuneration Assessment" means the process for determining remuneration levels for individual employees on a basis that fairly reflects their performance and contribution.

"Remuneration Band" means the range of remuneration between the minimum and maximum levels for a particular classification.

"Residence", in relation to an employee, means their ordinary and permanent place of abode.

"Role" means the title given to groups of employees having similar responsibilities and accountabilities.

"Role Responsibilities" means the list of responsibilities and accountabilities attributed to each role.

"Replacement role" means a role identified in Part A, Clause 5.6, as a Corporate Administrative role that, on the resignation or promotion of the employee filling that role at the date of registration of this Award, is replaced by an equivalent role governed by this Award.

"Seasonal employee" means a person employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by employees already employed by the Audit Office and which, because of their seasonal nature, do not justify employment of employees on a long-term basis.

"Secondment" means an arrangement agreed to by the Audit Office, the employee and another public service Department, a public sector organisation or a private sector organisation which enables the employee to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment.

"Service" means continuous service for remuneration purposes.

"Standby" means an instruction given by the Business Unit Leader to an employee to be available for immediate contact in case of an authorised call-out requiring the performance of duties.

"Study Time" means the time allowed off from normal duties on full pay to an employee who is studying for a professional qualification or for an approved post graduate qualification.

"Trade Union or Union" means a registered trade union, as defined in the Industrial Relations Act 1996.

"Trade Union Delegate" means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.

"Trade Union Official" means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or employees placed on loan to the Association for an agreed period of time.

"Undergraduate studies" means, as a minimum, a standard accounting degree recognised by Chartered Accountants Australia and New Zealand or CPA Australia, for acceptance into their student program for progression towards a professional qualification as defined by this Award.

"Workplace" means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the employee is employed.

"Workplace Management" means the Auditor-General or any other person authorised by the Auditor-General to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

3. Statement of Intent

The purpose of the Award is to provide a framework that allows the Audit Office to meet its specific business needs as well as the needs of its employees. It also enables those employees to be appropriately rewarded for their contribution and provides flexibility in their employment arrangements and conditions. The Award was developed using a co-operative and consultative approach to negotiations by the parties.

4. Parties

4.1 The parties to this Award are:

4.1.1 The Audit Office of New South Wales

4.1.2 Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales on behalf of the employees of The Audit Office of New South Wales.

5. Basis of Employment and Remuneration

5.1 Basis of Employment

5.1.1 The employment of Audit Office employees is subject to Section 33B of the *Public Finance and Audit Act* 1983. Consequently they are appointed at the discretion of the Auditor-General.

5.1.2 It is the intention of the parties to this Award that the Audit Office's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Audit Office prior to the initiation of any external recruitment. Appointment to a position at the Audit Office will involve a three month probationary period or such period as the Auditor-General directs. The probationary period applies to all employees.

5.1.3 Subject to Section 33B of the *Public Finance and Audit Act* 1983, the Auditor-General will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW employers.

5.1.4 A temporary employee may be directly appointed to a permanent position if the employee has filled that position for two years on a temporary basis and was initially recruited under merit selection.

5.1.5 Resignation - two weeks' notice in writing is required unless the Audit Office agrees to a lesser period of notice.

5.1.6 Termination of employment- two weeks' notice shall be given to an employee, or, in lieu of notice, the Audit Office may grant payment in lieu.

5.2 Basis for Calculating Remuneration

The basis for calculating remuneration for employees is Total Remuneration Package ("TRP") which is the total of base pay, including leave loading and compulsory superannuation guarantee contributions.

For employees in defined benefit superannuation funds the superannuation guarantee contribution component will be deducted from the TRP to determine salary, and the current employer superannuation contribution requirements will continue to be made as required.

5.3 Broad Remuneration Bands

The remuneration band for each role as set out in Part B Tables 1 and 2, is informed by relevant market factors (e.g. position at the 25th percentile of the Finance and Accounting Market or General Market) and organisational factors (such as relativities, role criticality and historical assessments).

5.4 Variations to Remuneration Bands

Variations to the Remuneration Bands are effective from the beginning of the first full pay period to commence on or after 1 July 2017.

5.5 Appointment and Progression

5.5.1 Auditors and Analysts will be placed at the relevant pay point in the relevant remuneration band in accordance with Annexure 1. Other employees may be appointed at any TRP within the relevant remuneration bands depending on their performance, experience, skills and qualifications.

When commencing a role at the Audit Office an employee will be placed within the relevant remuneration band for their role based on their previous experience, qualifications and performance as demonstrated during the recruitment process.

5.5.2 Progress within Audit Professional Level A is prescribed in Annexure 1.

5.6 Corporate Administrative Employees

5.6.1 Corporate Administrative employees are those, who at the time this Award is registered are employed, classified and graded for remuneration purposes in accordance with the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007.

5.6.2 Corporate Administrative employees will continue to be employed under the conditions set out in Part A, clause 5.6.1 until Part A, clause 5.6.3 occurs.

5.6.3 As each role classified and graded for remuneration purposes in accordance with the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 at the commencement of this Award falls vacant due to resignation or promotion, that role will be replaced with an equivalent role under this Award. This equivalent role is defined as a "replacement role".

5.6.4 Remuneration bands for the replacement roles are set out in Part B, Table 1.

6. No extra claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

7. Annual Remuneration Assessment

The annual remuneration assessment for Audit Professionals Levels B and C, Corporate Professionals Levels A and B, Corporate Administrative Levels 1 to 4 is set out below.

7.1 General

7.1.1 Remuneration for these employees will be determined annually based on assessed contribution in accordance with the competency zones set out in Annexure 2.

- 7.1.2 Determinations resulting from the annual remuneration assessment will have the same effective date as the annual changes to the remuneration bands, i.e. effective first full pay period to commence in July each year. Remuneration determinations will be expressed in terms of a percentile of the relevant remuneration band and will be applied to the adjusted dollar range of the remuneration bands.
- 7.1.3 The remuneration of employees in these roles will at least be maintained at the same level at each annual remuneration assessment except where an employee's performance has been assessed as "unsatisfactory" and a formal process for managing unsatisfactory performance results in a recommendation to reduce remuneration.
- 7.1.4 Other than the exceptions described in Part A, clause 7.1.3, if an employee is assessed at a percentile lower than their current level and that would result in a reduction in remuneration, they will continue to be paid at the same dollar level until such time as the remuneration for their assessed percentile exceeds their remuneration in dollars through movement of the remuneration bands or the annual remuneration assessment process.
- 7.1.5 During an Annual Remuneration Assessment, remuneration will be reviewed, but will not necessarily be increased as a result of such review.
- 7.1.6 The remuneration assessment process will be conducted within business guidelines issued by the Audit Office from time to time.

7.2 Review of Assessment

If an employee has any concern with the outcome of their remuneration assessment, they may, in the first instance, discuss their concerns with their Manager. If that discussion does not resolve their concerns, they may then seek advice from the Executive Manager, Human Resources or a more senior member of the Audit Office executive. If, following those discussions, their concerns are not satisfied, they may initiate a formal process of review by written request to the Executive Manager, Human Resources. The formal process will include review by a panel. Where requested by a PSA member, an Association representative may be included on the panel. The panel will make recommendations for consideration by the Auditor-General.

8. Performance Management

The Performance Review and Development process is integral to and supports the annual remuneration assessment process. Full details of the Audit Office Performance Review and Development process are set out in a number of documents which are maintained and reviewed regularly by the Audit Office for appropriateness and ability to deliver organisation objectives. All process documents are freely available to employees on the Audit Office intranet.

9. Flexible Work Practices

All flexible work practices will be subject to approval, as set out in the relevant Audit Office policies and delegations manuals.

The parties to this Award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. Employees and their managers must develop a strategy to ensure accumulated flex leave is monitored and forfeiture minimised.

9.1 Flexible Working Hours

- 9.1.1 The ordinary hours of work for full time employees are 35 hours per week ("Ordinary Working Hours"), Monday to Friday, worked flexibly to meet business needs. Exceptions to this standard arrangement must be mutually agreed, in writing between an employee and their manager.

- 9.1.2 Employees may be required to perform reasonable additional hours of work necessary, by mutual agreement, to meet the operational requirements of the Audit Office.
- 9.1.3 Employees must work a minimum of 3.5 consecutive hours (excluding meal breaks) by mutual agreement between the employee and their manager.
- 9.1.4 Attendance at work outside Ordinary Working Hours is subject to the needs of the Audit Office, approval by the employee's manager and the availability of work.
- 9.1.5 Flex Leave - all hours worked in excess of the employee's Ordinary Working Hours and not overtime can be accrued to be taken as flex-time. Accrued flex-time can be taken subject to approval by the employee's manager and in line with the needs of the business. The manager should consider the management of an employee's flex leave balance when considering approval.
- 9.1.6 Carry Over - accrued but untaken flex time will be forfeited on 31 December each year save for a maximum of 35 hours (pro-rata for part-time employees) carrying over to 1 January the following year.
- 9.1.7 At each month end, an employee must not have a flex-time balance below negative 10 hours. Where this occurs, the hours in excess must be converted to another type of leave, such as Recreation Leave or Leave Without Pay.
- 9.1.8 Accrued flex-time is not payable upon cessation of employment.
- 9.1.9 Meal breaks - there will be a minimum meal break of 30 minutes in every 5 hour period of continuous work. There is no maximum period for a meal break. Employees should consult with their manager in the taking of meal breaks where required.

9.2 Other Flexible Work Practices

Flexible work practices available to employees, subject to approval are:

- 9.2.1 Working weekends and public holidays at the employee's request will be compensated with time off during the week on an hour for hour basis (not at overtime rates).
- 9.2.2 Compressed working week or working fortnight arrangements. Such arrangements would include 35 hours in 4 days (average 8.75 hours per day) or 70 hours in 9 days (average 7.77 hours per day).
- 9.2.3 Term Working for specific periods during the year (not restricted to school terms). Remuneration will be averaged (annualised over the full period) so that the employee is paid the same amount every fortnight throughout the year.
- 9.2.4 Deferred Remuneration. For instance, an employee who works for 4 years and takes the 5th year off will receive the deferred portion of their first 4 years annual remuneration in the 5th year.
- 9.2.5 Working from home on a temporary or ad hoc basis for a maximum of 12 days per annum. Permanent or longer term working from home arrangements will be subject to the Business Unit Leader's approval and meeting work health & safety requirements.
- 9.2.6 Job share and part time work.
- 9.2.7 Leave without pay. Such requests will be considered on a case-by-case basis.
- 9.2.8 Career Break Scheme for up to 2 years maximum.

10. Overtime

- 10.1 Employees may be directed to work overtime, but this must be pre-approved as delegated by the Auditor-General.
- 10.2 An employee may be directed by the Audit Office to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where to do so would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - 10.2.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements
 - 10.2.2 Any risk to an employee's health and safety
 - 10.2.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the Audit Office and the effect on client services
 - 10.2.4 The notice (if any) given by the Audit Office regarding the working of the overtime, and by the employee of their intention to refuse overtime or
 - 10.2.5 Any other relevant matter.
- 10.3 Overtime will apply when employees are directed to work:
 - 10.3.1 More than 8 hours on a working day, or
 - 10.3.2 Before 7.30am or beyond 7pm on a working day, or
 - 10.3.3 On a weekend or public holiday.
- 10.4 All overtime will be credited as time in lieu as follows:
 - 10.4.1 In the case of Audit Professional Levels A and B, Corporate Professional Level A, and Corporate Administrative Levels 1 to 4, in accordance with the rate set out in 10.8 and the overtime conditions set out from time to time in Annexure 3.
 - 10.4.2 For employees above those levels, at the rate of time and one half.
- 10.5 Time in lieu of overtime must be taken within 3 months of accrual as a general rule. Any request to extend the time limit must be made prior to the three month period expiring.
- 10.6 Cash payment for overtime credited as time in lieu may be made at the discretion of the Audit Office where circumstances warrant. Business Unit Leader approval is required.
- 10.7 Payment for overtime credited as time in lieu will be calculated as remuneration less the 9.5% superannuation component. At all remuneration levels the rate for calculating payments will be capped at the 45th percentile of the remuneration band for the Audit Professional Level B classification less the 9.5% superannuation component.
- 10.8 Rates - Overtime shall be paid at the following rates:
 - 10.8.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the hours specified in clause 10.3.
 - 10.8.2 Saturday - all overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter

10.8.3 Sundays - all overtime worked on a Sunday at the rate of double time

10.8.4 Public Holidays - all overtime worked on a public holiday at the rate of double time and one half.

10.9 An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.

10.10 Rest Periods

10.10.1 An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.

10.10.2 Where an employee, at the direction of the manager, resumes or continues work without having had eight (8) consecutive hours off duty then such employee shall be paid at the appropriate overtime rate until released from duty. The employee shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

11. Travel Time and Expenses

11.1 Excess Travel Time

Time spent travelling to and from home and 'place of work' above the time it would normally take to travel to and from home and 'place of employment', in a 5 day working week exceeding 2.5 hours (pro-rata for part-time employees), will be deemed to be excess travel and may be treated as working hours. When travel is required on a weekend or public holiday, time spent in transit will be classed as flexible working hours.

11.2 Travel Expenses

The Audit Office will reimburse employees for expenses incurred in travel to and from "place of work" to the extent that those expenses exceed their usual cost of travel by public transport between home and their "place of employment".

11.3 Country Travel

Country Travel, where overnight accommodation is approved, shall be paid in accordance with the rates as set out from time to time in Annexure 3.

12. Study Support

12.1 The Audit Office is committed to providing study support for employees undertaking tertiary courses, postgraduate degrees and professional qualifications relevant to its business.

12.2 The granting of all study support is discretionary.

12.3 The Audit Office is also committed to providing specific study support programs for school leavers to complete an initial degree in accounting and those entering at graduate level to complete professional qualifications with Chartered Accountants Australia and New Zealand or CPA Australia.

12.4 Details of support offered are set out in a number of Audit Office policy documents available on the Audit Office intranet.

13. Anti-Discrimination

13.1 It is the intention of the parties bound by this Award to achieve the objectives set out in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital or domestic status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- 13.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Award that, by its terms or operation, has a direct or indirect discriminatory effect.
- 13.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 13.4 Nothing in this clause is to be taken to affect:
- 13.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation
- 13.4.2 Offering or providing junior rates of remuneration to persons under 21 years of age
- 13.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
- 13.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 13.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 13.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

14. Industrial Dispute Settlement Procedure

- 14.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority, if required.
- 14.2 An employee is required to notify their immediate manager in writing, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 14.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, directly to the Auditor-General or delegate.
- 14.4 The immediate manager, or the person notified, shall convene a meeting in order to resolve the grievance, dispute or difficulty as soon as practicable, of the matter being brought to attention.
- 14.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management to resolve the matter. This manager shall respond as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Auditor-General.
- 14.6 If the matter remains unresolved, the Auditor-General shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 14.7 An employee, at any stage, may request representation by their Association.
- 14.8 The employee or the Association on their behalf or the Auditor-General may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

- 14.9 The employee, the Association and the Audit Office shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 14.10 Whilst the procedures outlined in subclauses 14.1 to 14.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties. In a case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

15. Deduction of Association Membership Fees

- 15.1 The Association shall provide the Audit Office with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 15.2 The Association shall advise the Audit Office of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 15.3 Subject to subclauses 15.1 and 15.2 above, the Audit Office shall deduct Association fortnightly membership fees from the remuneration of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Audit Office to make such deductions.
- 15.4 Monies so deducted from employee's remuneration shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- 15.5 Unless other arrangements are agreed to by the Audit Office and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 15.6 Where an employee has already authorised the deduction of Association membership fees from his or her remuneration prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation for such deductions to continue.

16. Secure Employment

16.1 Objective of this Clause

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

16.2 Casual Conversion

16.2.1 A casual employee engaged by the Audit Office on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

16.2.2 The Audit Office shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

16.2.3 Any casual employee who has a right to elect under subclause 16.2.1, upon receiving notice under subclause 16.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Audit Office that he or she seeks to elect to convert his or her

ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the Audit Office shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Audit Office refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

16.2.4 Any casual employee who does not, within four weeks of receiving written notice from the Audit Office, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

16.2.5 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Audit Office.

16.2.6 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 16.2.3, the Audit Office and employee shall, in accordance with this subclause, and subject to subclause 16.2.3, discuss and agree upon:

16.2.6.1 whether the employee will convert to full-time or part-time employment, and

16.2.6.2 if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW).

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the Audit Office and the employee.

16.2.7 Following an agreement being reached pursuant to subclause 16.2.6, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

16.2.8 An employee must not be engaged and re-engaged, dismissed or replaced to avoid any obligation under this subclause.

16.3 Work Health and Safety

16.3.1 For the purposes of this subclause, the following definitions shall apply:

16.3.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

16.3.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

16.3.2 Where the Audit Office engages a labour hire business and/or a contract business to perform work wholly or partially on its premises it shall do the following (either directly, or through the agency of the labour hire or contract business):

16.3.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements

16.3.2.2 provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely

16.3.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to Audit Office employees, and

16.3.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

16.3.3 Nothing in this subclause 16.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

16.4 Disputes Regarding the Application of this clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the Grievance and Dispute Settling Procedures set out in Part A, clause 14 of this Award.

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

17. Area, Incidence and Duration

17.1 The purpose of this Award is to partially regulate the terms and conditions of employment of employees appointed to positions covered by the classifications in Part B Table 1.

17.2 Other terms and conditions, except as provided for within this Award, shall be those set out in Annexure 3, Audit Office Conditions of Employment.

17.3 The terms and conditions provided for within this Award take precedence over Audit Office published policies.

17.4 If, during the currency of this Award, the Crown Employees' (Public Service Conditions of Employment) Reviewed Award 2009, is amended or varied, a meeting of the Audit Office Award Negotiation Committee will take place to review, discuss and make recommendations to the Auditor-General and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, about whether those amendments and variations should be adopted as an amendment or variation to Annexure 3. The meeting, its composition, negotiations and decision making process, will be governed by its Charter dated January 2016 or subsequent versions of that Charter amended with the approval of the Award Negotiation Committee.

17.5 This Award rescinds and replaces the Crown Employees (Audit Office) Award 2016 published 24 June 2016 (379 IG 537). It shall commence on 1 July 2017 and has a nominal expiry date of 30 June 2018.

PART B

Table 1 - Classifications and Remuneration Bands

Effective from the beginning of the first pay period to commence on or after 1 July 2017

Classifications	1 July 2017 to 30 June 2018	
	\$	\$
Audit Professional Level A	39,221	100,644
Audit Professional Level B	94,724	141,163
Audit Professional Level C	133,207	187,110
Corporate Professional Level A	95,186	133,421
Corporate Professional Level B	114,518	177,390
Corporate Administrative Level 1	44,115	55,302
Corporate Administrative Level 2	52,939	66,733
Corporate Administrative Level 3	63,750	81,521
Corporate Administrative Level 4	77,793	98,547

Table 2 - Audit Professional Level A Pay Points

	1 July 2017 to 30 June 2018				
	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4	Pay Point 5
	\$	\$	\$	\$	\$
Level 1	39,221	42,328	47,362	54,763	-
Level 2	60,682	65,860	-	-	-
Level 3	71,042	76,962	82,883	-	-
Level 4	85,843	90,283	94,724	97,681	100,644

Auditors who are full members of CAANZ or CPAA are entitled to additional remuneration of \$1,000 per annum. Analysts are entitled to additional remuneration of \$1000 per annum for their first post graduate qualification. Annexure 1

ANNEXURE 1

Progression within Audit Professional Level A.

Pay Point	Level 1 (A1)	Level 2 (A2)	Level 3 (A3)	Level 4 (A4)
P1	School leavers commence	Graduates commence School leaver - to move to A2 pay point 1 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) successfully completed at least eight university subjects.	To move to A3 pay point 1 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least one CA/CPA subject. School leaver - successfully completed at least 16 university subjects.	To move to A4 pay point 1 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least three CA/CPA subjects. School leaver - successfully completed their university qualification.
P2	To move to A1 pay point 2 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) successfully completed four university subjects.	To move to A2 pay point 2 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - enrolled into CAANZ/CPAA. School leaver - successfully completed at least 12 university subjects.	To move to A3 pay point 2 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least two CA/CPA subjects. School leaver - successfully completed at least 20 university subjects.	To move to A4 pay point 2 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least four CA/CPA subjects. School leaver - successfully completed at least two CA/CPA subjects.
P3	N/A	N/A	To move to A3 pay point 3 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least two CA/CPA subjects. School leaver - successfully completed at least 20 subjects.	To move to A4 pay point 3 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - Successfully been admitted to CAANZ/CPAA . School leaver - successfully completed at least four CA/CPA subjects.

P4	N/A	N/A	N/A	To move to A4 pay point 4 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and met the focus capabilities for Senior Auditor/Analyst and (for Auditors only) School leaver - Successfully been admitted to CAANZ/CPAA.
5	N/A	N/A	N/A	To move to A4 pay point 5 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and met all of the capabilities for Senior Auditor/Analyst.

ANNEXURE 2

Remuneration Competency Zones, Competency Zone Guidelines and Definitions for Remuneration Levels

Remuneration Competency Zones

Title	Zone	% of Range
Expert/Role Model	Zone 5	86-100
Superior Role Performance	Zone 4	66-85
Competent Role Performance	Zone 3	26-65
Developing Skills	Zone 2	11-25
Entry Level	Zone 1	0-10

Competency zones are expressed in percentiles of the remuneration band.

Remuneration Competency Zone Definitions

Zone	Title	Description
5	Expert/Role Model	Highly capable, consistently outstanding performance, Highly experienced. Acts independently. Role model and advisor to peers, exceptional leadership qualities displayed. Highly promotable - working beyond position requirements. Plays a leadership role in enhancing and building commitment to the Audit Office values and culture internally and externally.
4	Superior Role Performance	Capable in all respects. Required additional training and qualifications completed. Highly developed skills and experience, critical to the business. Consistently superior performance. Meets unusual challenges and demands. Acts independently. May be ready for promotion. Role model and advisor to peers. Provides technical and other advice to less experienced peers. Proactive contribution to the development of Audit Office values internally and externally.

3	Competent Role Performance	Required competencies possessed and demonstrated. Fully qualified and capable of undertaking the role. Has experience in role. Capable of independently performing role responsibilities. Consistently meets performance requirements. Well developed technical skills. Role model and advisor to peers. Consistent supporter of the Audit Office values internally and externally.
2	Developing Skills	Key competencies developed and demonstrated but noticeable gaps in competencies. Performance and experience adequate but capable of improvement i.e. there are noticeable performance limitations. Not yet independently performing role responsibilities. Capacity exists for improvement to better support Audit Office values.
1	Entry Level	Recent appointee. Learning to perform role responsibilities - inexperienced or unproven. Meets qualification requirements only. Promotion not an option. Independently performing role responsibilities. Personal behaviour and communications not yet consistent with Audit Office values.

Remuneration Competency Zone Guidelines

Performance is about how an employee actually fulfils expectations for the role over the year, and relates less to expectations of their ability to deliver.

Indicators are:

1. Consistency - is the level of performance consistent across the role responsibilities, or are there gaps or variations in the level of performance?
2. Sustained performance - Is the level of performance consistent over time (this is a longer term view of performance)?
3. Achievement of all aspects of the role responsibilities - how do they deliver against all of the defined role attributes, and are they actively seeking to improve in areas where delivery is not meeting expectations?
4. What differentiates one employee from another, such as their drive, desire and success in delivering outcomes; this needs to take account of variations in ability to deliver, which may be experience or development related.

Capability is essentially the "ability to do". It is an assessment of how well the employee can handle the needs of the job.

In determining levels of capability, the following are considered:

1. The depth and breadth of capability required to keep the job on track (time and budget) and delivering quality outcomes.
2. What the employee is doing to maintain or improve themselves.
3. The skills and behaviours of the employee as they relate to the job itself.
4. The level of capability that the employee has developed and attempts to bring to the role, irrespective of whether the role itself presents opportunities to use the full range of skills and behaviours

Experience isn't simply the length of time someone has been doing a job. This can be a factor in determining whether an employee has had broad enough exposure to a range of responsibilities and activities, but it's more the extent the employee has experienced and dealt-with the complexities of this position. It's important to consider:

1. The range of jobs; size, complexity, and scope of projects and audits; project management of multiple or complex audits; breadth and depth of jobs managed; range of industry experience and specialised industry knowledge.
2. Achievement of role responsibilities and reaching expected outcomes, anticipating and managing risks, conflicts, competing demands, impediments, and changes.
3. Demonstrating the competencies of the role for their level of expertise, or even showing levels of proficiency beyond the role.
4. Experience-seeking - do they proactively seek activities or projects that will help them broaden their experience?

Promotability encompasses indicators of the employee's ability to step up to the next level of challenge, in both attitude and capability. The extent to which they can demonstrate their ability to "step up" to the next level may depend on the opportunities given to them by their manager, so it's important to think about delegation and development in advance.

In determining promotability, the following are considered:

1. The employee's capability and willingness to take on more responsibility than they currently have - do they welcome challenges? Can they adapt to changing situations? Are they prepared to make decisions?
2. The extent to which the employee is a self starter who consistently seeks greater challenges.
3. The extent to which the employee pursues learning and development activities - are they constantly trying new processes and tools, and taking ownership of their own development?
4. Are they accountable for their own ideas and activities, and confident in their own decision-making?
5. The extent to which the employee challenges ways of doing things and develops new approaches

Ability to work independently relates closely to an employee's ability to learn and grow, and to take responsibility for his or her own deliverables. It's essential that managers can trust employees, and not have to check or guide them through the same issues time and again.

In determining the employee's level of independence, the following will be considered:

1. The level at which an employee needs to be monitored, guided, and directed - this has to be weighed against their desire to learn and grow, and needs to reflect whether the guidance is regularly covering the same ground, and the level of respect shown for the Manager's priorities.
2. The extent to which the manager and employee agree tasks and deadlines up front, and whether the employee subsequently meets or manages in a way that keeps the manager well-informed.
3. The extent to which the employee learns new skills or learns from experience.

Role model and advisor to peers goes beyond aspects of technical excellence; it encompasses all key aspects of the role, and reflects more on the employee's maturity and engagement, to the extent their attitude and abilities set examples for others.

In determining to what extent an employee acts as a role model, the following will be considered:

1. The influence the employee has over peers - for expertise, situational knowledge, approachability, mentorship (formal or informal), attitude, etc.
2. The extent to which peers seek and value specific advice or more general coaching.
3. The extent of the employee's external profile, if working in a capacity where this is required.

4. The employee's profile within the Office.
5. What would clients say about this employee's level of professionalism, service, and work ethic.

ANNEXURE 3

AUDIT OFFICE CONDITIONS OF EMPLOYMENT

PART 1

1 - FRAMEWORK

- 1.1 Work Environment
- 1.2 Work Health and Safety
- 1.3 Equality in employment
- 1.4 Harassment-free Workplace

2 - ATTENDANCE/HOURS OF WORK

- 2.1 Casual Employment
- 2.2 Part-Time Employment
- 2.3 Natural Emergencies and Major Transport Disruptions
- 2.4 Public Holidays
- 2.5 Lactation Breaks

3 - TRAVEL ARRANGEMENTS

- 3.1 Travelling Compensation
- 3.2 Meal and Incidental Expenses
- 3.3 Travelling Distance

4 - ALLOWANCES AND OTHER MATTERS

- 4.1 Allowance Payable for Use of Private Motor Vehicle
- 4.2 Damage to Private Motor Vehicle Used for Work
- 4.3 Overseas Travel
- 4.4 Compensation for Damage to or Loss of Employees' Personal Property
- 4.5 First Aid Allowance

5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

- 5.1 Trade Union Activities Regarded as On Duty
- 5.2 Trade Union Activities Regarded as Special Leave
- 5.3 Trade Union Training Courses
- 5.4 Conditions Applying to On Loan Arrangements
- 5.5 Period of Notice for Trade Union Activities
- 5.6 Access to Facilities by Trade Union Delegates
- 5.7 Responsibilities of the Trade Union Delegate
- 5.8 Responsibilities of the Trade Union
- 5.9 Responsibilities of Workplace Management
- 5.10 Right of Entry Provisions
- 5.11 Travelling and Other Costs of Trade Union Delegates
- 5.12 Industrial Action
- 5.13 Consultation and Technological Change

6 - LEAVE

- 6.1 Leave - General Provisions
- 6.2 Absence from Work
- 6.3 Applying for Leave
- 6.4 Extended Leave
- 6.5 Personal Leave
- 6.6 Personal Leave - Requirements for Evidence
- 6.7 Leave Without Pay
- 6.8 Military Leave
- 6.9 Observance of Essential Religious or Cultural Obligations
- 6.10 Parental Leave
- 6.11 Purchased Leave
- 6.12 Recreation Leave
- 6.13 Special Leave

7 - TRAINING AND PROFESSIONAL DEVELOPMENT

- 7.1 Staff Development and Training Activities

8 - OVERTIME

- 8.1 Recall to Duty
- 8.2 On-Call (Stand-By) and On-Call Allowance
- 8.3 Overtime Meal Breaks
- 8.4 Overtime Meal Allowances
- 8.5 Provision of Transport in Conjunction with Working of Overtime

9 - MISCELLANEOUS

- 9.1 Existing Entitlements

PART 2

MONETARY RATES

Table 1 - Allowances

PART 1

1. Framework

- 1.1 Work Environment
- 1.2 Work Health and Safety

The parties to this Award are committed to achieving and maintaining accident-free and healthy workplaces in the Audit Office by:

- 1.2.1 the development of policies and guidelines for the Audit Office on Work Health, Safety and Rehabilitation
- 1.2.2 assisting to achieve the objectives of the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011 by establishing agreed Work Health and Safety consultative arrangements in the Audit Office to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within the Audit Office to achieve these objectives

1.2.3 identifying training strategies for employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness

1.2.4 developing strategies to assist the rehabilitation of injured employees

1.2.5 directly involving the appropriate Business Unit Leader in the provisions of subclauses 1.2.1 to 1.2.4 inclusive of this subclause.

1.3 Equality in Employment

The Audit Office is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.

1.4 Harassment-free Workplace

Harassment on the grounds of sex, race, marital or domestic status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the Anti-Discrimination Act 1977. Management and employees of the Audit Office are required to refrain from, or being party to, any form of harassment in the workplace.

2. Attendance/Hours of Work

2.1 Casual Employment

Application - This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.

2.1.1 Hours of Work

2.1.1.1 A casual employee is engaged and paid on an hourly basis.

2.1.1.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.

2.1.1.3 A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under another award or local agreement, covering the particular class of work or are required by the usual work pattern of the position.

2.1.2 Rate of Pay

2.1.2.1 Casual employee shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual salary divided by 52.17857 divided by the ordinary weekly hours of the classification.

2.1.2.2 Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay of:

15% for work performed on Mondays to Fridays (inclusive)

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.

- 2.1.2.3 Casual employees shall also receive a 1/12th loading in lieu of annual leave.
- 2.1.2.4 The loadings specified in clause 2.1.2.2 of this subclause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

2.1.3 Overtime

2.1.3.1 Casual employees shall be paid overtime for work performed:

- (a) in excess of 9 consecutive hours (excluding meal breaks), or
- (b) in accordance with Part A clause 10.3 application to the particular class of work, or
- (c) in excess of the daily roster pattern applicable for the particular class of work, or
- (d) in excess of the standard weekly roster of hours for the particular class of work.

2.1.3.2 Overtime rates will be paid in accordance with the rates set in Part A, clause 10.

2.1.3.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in subclause 2.1.2.2 of this clause.

2.1.3.4 The loading in lieu of annual leave as set out in subclause 2.1.2.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

2.1.4 Leave

2.1.4.1 Other than as described under subclauses 2.1.4, 2.1.5 and 2.1.6 of this clause, casual employees are not entitled to any other paid or unpaid leave.

2.1.4.2 As set out in subclause 2.1.2.3 of this clause, casual employees will be paid 1/12th in lieu of annual leave.

2.1.4.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the Auditor-General's Determination 1 dated 27 June 2013.

2.1.4.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the Industrial Relations Act 1996. The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

- (a) The Auditor-General must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - i. the employee or employee's spouse is pregnant; or
 - ii. the employee is or has been immediately absent on parental leave.

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

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

2.1.5 Personal Carers entitlement for casual employees

- 2.1.5.1 Casual employees are entitled to unpaid personal leave to care for a Family Member who is ill and requires care. This entitlement is subject to the evidentiary requirements set out in subclause 2.1.5.4, and the notice requirements set out in subclause 2.1.5.6 of this clause.
- 2.1.5.2 The Audit Office and the casual employee shall agree on the period for which the employee will be absent from work. In the absence of agreement, the employee is entitled to be absent from work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 2.1.5.3 The Auditor-General should re-engage a casual employee who has accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- 2.1.5.4 The casual employee shall, if required,
- (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned or
 - (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- 2.1.5.5 In normal circumstances, a casual employee must not take personal leave under this subclause where another person had taken leave to care for the same person.
- 2.1.5.6 The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer that they will be absent from work. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- 2.1.6 Bereavement entitlements for casual employees
- 2.1.6.1 Casual employees are entitled to be absent from work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- 2.1.6.2 The Audit Office and the casual employee shall agree on the period for which the employee will be entitled to be absent from work. In the absence of agreement, the employee is entitled to be absent from work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 2.1.6.3 The Auditor-General must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- 2.1.6.4 The casual employee must, as soon is reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer that they will be absent from work. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- 2.1.7 Application of other clauses of this Award to casual employees
- 2.1.7.1 The following clauses of this annexure do not apply to casual employees:
- (a) Natural Emergencies and Major Transport Disruptions

- (b) Public Holidays
- (c) relating to Trade Union activities
- (d) Travelling and other costs of Trade Union Delegates
- (e) Leave - General Provisions
- (f) relating to the various Leave provisions
- (g) relating to Recall to Duty, On-Call and Stand-by Arrangements

2.2 Part-Time Employment

2.2.1 General

- 2.2.1.1 This clause shall only apply to part-time employees
- 2.2.1.2 Part-time work may be undertaken with the agreement of the relevant business unit leader. Part-time work may be undertaken in a part-time position or under a part-time arrangement.
- 2.2.1.3 A part-time employee is to work contract hours less than full-time hours.
- 2.2.1.4 Unless otherwise specified in the award, part-time employees receive full time entitlements on a pro rata basis calculated according to the number of hours an employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- 2.2.1.5 Before commencing part-time work, the Audit Office and the employee must agree upon:
 - (a) the hours to be worked by the employee, the days upon which they will be worked, commencing and ceasing times for the work;
 - (b) the classification applying to the work to be performed.
- 2.2.1.6 The terms of the agreement must be in writing and may only be varied with the consent of both parties.
- 2.2.1.7 Incremental progression for part-time employees is the same as for full time employees, that is, part-time employees receive an increment annually.

2.2.2 Additional hours

- 2.2.2.1 The Audit Office may request, but not require, a part-time employee to work additional hours. For the time worked in excess of the employee's usual hours and up to the normal full-time hours for the classification, part-time employees may elect to:
 - (a) be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of recreation leave, or
 - (b) if working under a Flexible Working Hours scheme under Part A clause 9 have the time worked credited as flex time.
- 2.2.2.2 For time worked in excess of the full-time hours of the classification, or outside the hours specified in Part A clause 10.3, payment shall be made at the appropriate

overtime rate in accordance with Part A clause 10.8, Rate of Payment for Overtime of this Annexure.

2.3 Natural Emergencies and Major Transport Disruptions

2.3.1 An employee prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:

2.3.1.1 apply to vary the working hours, and/or

2.3.1.2 negotiate an alternative working location with the Audit Office, and/or

2.3.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

2.4 Public Holidays

Employees are entitled to statutory/gazetted public holidays and any other day recognised by the Auditor-General as a public holiday.

2.5 Lactation Breaks

2.5.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.

2.5.2 A full time employee or a part time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.

2.5.3 A part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

2.5.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.

2.5.5 The Audit Office shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

2.5.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.

2.5.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.

2.5.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise personal leave in accordance with Annexure 3 clause 6.5 Personal Leave, or access to the flexible working hours scheme provided in Part A clause 9.1, Flexible Work Practices, where applicable.

3. Travel Arrangements

3.1 Travelling Compensation

- 3.1.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their place of employment shall be met by the Audit Office, subject to Part A, clause 11.
- 3.1.2 The Audit Office shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 3.1.3 The Audit Office will pay the accommodation directly. Where practicable, employees shall obtain prior approval if required to make their own arrangements for overnight accommodation.

3.2 Meal and Incidental Expenses

Meal and incidental allowances will be paid to the employee in advance per the relevant NSW Treasury Circular as issued from time to time.

An employee who is authorised by the Audit Office to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Annexure 3, Part 2 Monetary Rates for:

- 3.2.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- 3.2.2 An evening meal when required to travel until or beyond 6.30 p.m.; and
- 3.2.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal place of work at the time of taking the normal lunch break.

3.3 Travelling Distance

The need to obtain overnight accommodation shall be determined by the Audit Office having regard to the safety of the employee or members travelling on official business and local conditions applicable in the area. Where employees are required to attend conferences or seminars which involve evening sessions or employees are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the Audit Office.

4. Allowances and Other Matters

4.1 Allowance Payable for Use of Private Motor Vehicle

- 4.1.1 The Audit Office may authorise an employee to use a private motor vehicle for work where:
 - 4.1.1.1 such use will result in greater efficiency or involve the Audit Office in less expense than if travel were undertaken by other means, or
 - 4.1.1.2 where the employee is unable to use other means of transport due to a disability.
- 4.1.2 An employee who, with the approval of the Audit Office, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Annexure 3, Part 2 Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 4.1.4.1 of this clause.
- 4.1.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.

- 4.1.3.1 The casual rate is payable if an employee elects, with the approval of the Audit Office, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 4.1.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.
- 4.1.4 Deduction from allowance
 - 4.1.4.1 Except as otherwise specified in this Award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and place of employment, as defined in Part A, clause 11, and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
 - 4.1.4.2 Deductions are not to be applied in respect of days characterised as follows:
 - a) when staying away from home overnight, including the day of return from any itinerary
 - b) when the employee uses the vehicle on official business and returns it to home prior to travelling to the place of employment by other means of transport at their own expense
 - c) when the employee uses the vehicle for official business after normal working hours
 - d) when the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subclause is exclusive of, and not in addition to, days referred to in subclauses (a), (b) and (c) of this clause.
 - 4.1.5 The employee must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Deputy Auditor-General.
 - 4.1.6 Expenses such as tolls etc. shall be refunded to employees where the charge was incurred during approved work related travel.
- 4.2 Damage to Private Motor Vehicle Used for Work
 - 4.2.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Audit Office, provided:
 - 4.2.1.1 The damage is not due to gross negligence by the employee; and
 - 4.2.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
 - 4.2.2 Provided the damage is not the fault of the employee, the Audit Office shall reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
 - 4.2.2.1 The damage was sustained on approved work activities; and

4.2.2.2 The costs cannot be met under the insurance policy due to excess clauses.

4.3 Overseas Travel

Unless the Auditor-General determines that an employee shall be paid travelling rates especially determined for the occasion, an employee required by the Audit Office to travel overseas on official business shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Treasury Circular as issued from time to time.

4.4 Compensation for Damage to Or Loss of Employee's Personal Property

4.4.1 Where damage to or loss of the employee's personal property occurs in the course of employment, a claim may be lodged under the Workers Compensation Act 1987 and/or under any insurance policy of the Audit Office covering the damage to or loss of the personal property of the employee.

4.4.2 If a claim under subclause 4.4.1 of this clause is rejected by the insurer, the Auditor-General may compensate an employee for the damage to or loss of personal property, if such damage or loss:

4.4.2.1 Is due to the negligence of the Audit Office, another employee, or both, in the performance of their duties, or

4.4.2.2 Is caused by a defect in an employee's material or equipment, or

4.4.2.3 Results from an employee's protection of or attempt to protect Audit Office property from loss or damage.

4.4.3 Compensation in terms of subclause 4.4.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Auditor-General may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.

4.4.4 For the purpose of this clause, personal property means an employee's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the employee's duties.

4.4.5 Compensation for the damage sustained shall be made by the Audit Office where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

4.5 First Aid Allowance

4.5.1 An employee appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such employee as specified in the relevant Treasury Circular as issued from time to time.

4.5.2 The First Aid Allowance - Basic Qualifications rate will apply to an employee appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.

4.5.3 The Holders of current Occupational First Aid Certificate Allowance rate, will apply to an employee appointed as a First Aid Officer who:

4.5.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more employees (100 for construction sites), and

4.5.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.

- 4.5.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 4.5.5 When the First Aid Officer is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Officer's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 4.5.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet Audit Office needs, and the cost of retraining First Aid Officers, are to be met by the Audit Office.

5. Union Consultation, Access and Activities

5.1 On Duty

5.1.1 An Association delegate will be released from the performance of normal Audit Office duty when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:

- 5.1.1.1 Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011
- 5.1.1.2 Attendance at meetings with workplace management or workplace management representatives;
- 5.1.1.3 A reasonable period of preparation time, before-
 - a) meetings with management;
 - b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - c) any other meeting with management,

by agreement with management, where operational requirements allow the taking of such time;
- 5.1.1.4 Giving evidence in court on behalf of the employer;
- 5.1.1.5 Presenting information on the Association and Association activities at induction sessions for new staff of the Audit Office; and
- 5.1.1.6 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

5.2 Trade Union Activities Regarded as Special Leave

5.2.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:

The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:

- 5.2.1.1 Annual or biennial conferences of the Association;
- 5.2.1.2 Meetings of the Association's Executive, Committee of Management or Councils;
- 5.2.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 5.2.1.4 Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- 5.2.1.5 Attendance at meetings called by the Auditor-General, as the employer for industrial purposes, as and when required;
- 5.2.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
- 5.2.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of Annexure 3, Clauses 5.1, 5.2 and 5.3 apply.

5.3 Trade Union Training Courses

5.3.1 The following training courses will attract the grant of special leave as specified below:

- 5.3.1.1 Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited WH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Audit Office and the Association.
- 5.3.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - b) Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - c) All travelling and associated expenses being met by the employee or the Association;
 - d) Attendance being confirmed in writing by the Association or a nominated training provider.

5.4 Conditions Applying to on Loan Arrangements

5.4.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:

- 5.4.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:
 - a) As an Executive Member; or
 - b) A member of a Federal Council; or
 - c) Vocational or industry committee.

- 5.4.1.2 Briefing counsel on behalf of the Association;
- 5.4.1.3 Assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- 5.4.1.4 Country tours undertaken by a member of the executive or Council of the Association;
- 5.4.1.5 Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.
- 5.4.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when an employee is placed "on loan" to the Association:-
 - a) The Audit Office will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
 - b) The Audit Office will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
 - c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Audit Office and the Association.
- 5.4.1.7 Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave.
- 5.4.1.8 Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Audit Office in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- 5.4.1.9 Where the Audit Office and the Association cannot agree on the on loan arrangement, the matter is to be referred to the DPE for determination after consultation with the Auditor-General and the Association.

5.5 Period of Notice for Trade Union Activities

The Audit Office must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

5.6 Access to Facilities By Trade Union Delegates

5.6.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Access to Facilities By Trade Union Delegates Association activities:

- 5.6.1.1 Telephone, facsimile and, where available, E-mail facilities;
- 5.6.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- 5.6.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

5.7 Responsibilities of the Trade Union Delegate

5.7.1 Responsibilities of the Association delegate are to:

- 5.7.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- 5.7.1.2 Participate in the workplace consultative processes, as appropriate;
- 5.7.1.3 Follow the dispute settling procedure applicable in the workplace;
- 5.7.1.4 Provide sufficient notice to the immediate manager of any proposed absence on authorised Association business;
- 5.7.1.5 Account for all time spent on authorised Association business;
- 5.7.1.6 When special leave is required, to apply for special leave in advance;
- 5.7.1.7 Distribute Association literature/membership forms, under arrangements negotiated between the Audit Office and the Association; and
- 5.7.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

5.8 Responsibilities of the Trade Union

5.8.1 Responsibilities of the Association are to:

- 5.8.1.1 Provide written advice to the Audit Office about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- 5.8.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause 5.9.1.3 of Annexure 3, Clause 5.9, Responsibilities of Workplace Management of this Award;
- 5.8.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- 5.8.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- 5.8.1.5 Apply to the Audit Office well in advance of any proposed extension to the "on loan" arrangement;
- 5.8.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- 5.8.1.7 Advise the Audit Office of any leave taken by the Association delegate during the on loan arrangement.

5.9 Responsibilities of Workplace Management

- 5.9.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:

- 5.9.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- 5.9.1.2 Advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Association to arrange representation at the session;
- 5.9.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 5.9.1.4 Where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- 5.9.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 5.9.1.6 Where an Association activity provided under this clause needs to be undertaken during an approved period of flexi leave, to apply the provisions of subclause 5.9.1.5 of this clause;
- 5.9.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- 5.9.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 5.9.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

5.10 Right of Entry Provisions

The right of entry provisions shall be as prescribed under the *Work Health and Safety Act 2011* and the *Industrial Relations Act 1996*.

5.11 Travelling and Other Costs of Trade Union Delegates

- 5.11.1 Except as specified in subclause 5.9.1.3 of Annexure 3, Clause 5.9, Responsibilities of Workplace Management of this Award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- 5.11.2 In respect of meetings called by the workplace management in terms of subclause 5.9.1.3 of clause 5.9, Responsibilities of Workplace Management of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 3.1, Travelling Compensation, 3.2, Meal Expenses on One-Day Journeys, or 3.3, Restrictions on Payment of Travelling Allowances of this Annexure.
- 5.11.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by an employee from the Audit Office, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 5.11.4 The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the Audit Office by the Association or the employee.

5.12 Industrial Action

5.12.1 Provisions of the Industrial Relations Act 1996 shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under Part A, Clause 14, Industrial Dispute Settlement Procedure).

5.12.2 There will be no victimisation of employees prior to, during or following such industrial action.

5.13 Consultation and Technological Change

5.13.1 There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and Association.

5.13.2 The Audit Office shall consult with the Association prior to the introduction of any technological change.

6. Leave

6.1 Leave - General Provisions

6.1.1 The leave provisions contained in this Award apply to all employees.

6.1.2 Part-time employees covered by this Award will receive the paid leave provisions of this agreement on a pro rata basis, calculated according to the number of Ordinary Working Hours per week.

6.1.3 The Auditor-General may direct employees to take excess recreation leave, flex leave and personal leave.

6.1.4 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.

6.2 Absence from Work

6.2.1 An employee must not be absent from work without reasonable cause.

6.2.2 Where an employee is to be absent from work because of illness or other emergency, the employee must notify, or arrange for another person to notify the manager as soon as practical of the reason for and the expected duration of the absence.

6.2.3 Where a satisfactory explanation for the absence is not provided, the employee may be considered to be absent from work without authorised leave and the amount equivalent to the period of absence may be deducted from the employee's pay.

6.2.4 The minimum period of leave available to be granted shall be one hour.

6.2.5 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from work without authorised leave.

6.3 Applying for Leave

The Audit Office shall deal with the application for leave according to the wishes of the employee, if the operational requirements of the Audit Office permit this to be done.

6.4 Extended Leave

Extended leave shall accrue and shall be granted to employees in accordance with the provisions of the Auditor-General Determination 1 dated 27June 2013.

Extended leave will be re-credited if an Employee is ill for more than five days, while on extended leave, and provides a supporting medical certificate to the Audit Office.

6.5 Personal Leave

6.5.1 On commencement of employment, employees will be provided four days personal leave.

6.5.2 After the first three months of employment, employees will accrue personal leave at the rate of 16 working days per year in accordance with relevant Audit Office Policies.

6.5.3 Personal Leave can be requested for, but is not limited to:

6.5.3.1 sick leave

6.5.3.2 caring for a person for whom the employee is responsible

6.5.3.3 compassionate grounds

6.5.3.4 bereavement leave

6.5.3.5 emergency or weather conditions, which threatens the employee's property or prevents them from reporting for work

6.5.3.6 attending to unplanned or unforeseen personal responsibilities

6.5.3.7 community services or volunteering for official events or organisations.

6.5.4 Unused paid personal leave will accumulate progressively, but will not be paid out on termination of employment.

6.5.5 With respect to an illness or injury, the Auditor-General may require an employee to be examined by a medical practitioner nominated by the Auditor-General

6.5.6 Employees agree to cooperate with a direction issued to them to attend a medical examination in accordance with this sub clause. If requested to do so, employees also agree to provide their consent to the nominated medical practitioner obtaining their relevant medical records from their treating practitioners for the purposes of that examination.

6.5.7 If an employee is directed to attend a medical examination in accordance with this sub clause the cost of this examination or any tests required as a result will be paid by the Audit Office. Reasonable travel costs will also be reimbursed on production of receipts.

6.5.8 All continuous service as an employee in the NSW public service shall be taken into account for the purpose of calculating personal leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating personal leave due if the previous personal leave records are available.

6.5.9 Paid personal leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service shall be limited to 4 days paid personal leave, unless the Audit Office approves otherwise. Paid personal leave in excess of 4 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.

6.5.10 Seasonal or relief employees - no paid personal leave shall be granted to temporary employees who are employed for a period of less than 3 months.

6.5.11 Personal Leave - Workers' Compensation

The Audit Office shall advise each employee of the rights under the *Workers Compensation Act* 1987, as amended from time to time, and shall give assistance and advice, as necessary, in the lodging of any claim.

6.5.12 Personal Leave - Claims Other than Workers' Compensation

6.5.12.1 If an employee has a claim for compensation, resulting from a non-work related injury not coverable by the Workers Compensation Act 1987, then , personal leave on full pay may, be granted to the employee subject to:

- a) Any claim made including the value of any period of paid personal leave granted by the Audit Office to the employee, and
- b) On the payment of a claim as outlined in 6.5.12.1, the employee will repay to the Audit Office the monetary value of any such period of personal leave.

6.5.12.2 On repayment to the Audit Office of the monetary value of personal leave granted to the employee, personal leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, shall be restored to the credit of the employee.

6.6 Personal Leave - Requirements for Evidence

6.6.1 An employee absent from work for more than 2 consecutive working days must furnish evidence to the Audit Office to support the absence.

6.6.2 An employee may absent themselves for a total of 5 non-consecutive working days per annum for personal leave without providing evidence to the Audit Office. Employees who absent themselves for more than 5 working days for personal leave in a year may be required to furnish evidence for each occasion absent during the balance of the calendar year.

6.6.3 As a general practice, backdated medical certificates will not be accepted. However, if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted personal leave for the whole period if the Audit Office is satisfied that the reason for the absence is genuine.

6.6.4 If an employee is required to provide evidence for an absence of 2 consecutive working days or less, the Audit Office will advise them in advance.

6.6.5 If the Audit Office is concerned about a diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to a WorkCover approved assessor for advice.

6.6.6 The type of leave granted to the employee will be determined by the Audit Office based on the WorkCover approved assessor's advice.

6.6.7 If personal leave is not granted, the Audit Office will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.

6.6.8 The granting of paid personal leave for illness shall be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager they may elect to have the application for personal leave dealt with confidentially by an alternate manager or the human resources section of the Audit Office.

6.6.9 The reference in this clause to evidence of illness shall apply, as appropriate:

- 6.6.9.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillofacial surgeon or, at the Audit Office's discretion, another registered health services provider, or
 - 6.6.9.2 where the absence exceeds one week, and unless the health provider listed in subclause 6.6.9.1 of this subclause is also a registered medical practitioner, applications for any further personal leave must be supported by evidence of illness from a registered medical practitioner, or
 - 6.6.9.3 at the Audit Office's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 6.6.10 If an employee who is absent on recreation leave or extended leave, furnishes to the Audit Office satisfactory evidence of illness in respect of an illness which occurred during the leave, the Audit Office may, subject to the provisions of this clause, grant personal leave to the employee as follows
- 6.6.10.1 in respect of recreation leave, the period set out in the evidence of illness,
 - 6.6.10.2 in respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 6.6.11 This clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- 6.7 Leave Without Pay
- 6.7.1 An employee may be granted leave without pay if good and sufficient reason can be shown and there is no significant detriment to the operational requirements of the Audit Office.
 - 6.7.2 Leave without pay may be granted on a full-time or a part-time basis.
 - 6.7.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
 - 6.7.4 Where an employee is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 6.8 Military Leave
- 6.8.1 During the period of 12 months commencing on 1 July each year, the Audit Office may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
 - 6.8.2 In accordance with the Defence Reserve Service (Protection) Act 2001 (Cth), it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.
 - 6.8.3 Up to 24 working days military leave per financial year may be granted by the Audit Office to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 6.8.1 of this clause.
 - 6.8.4 The Audit Office may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.

- 6.8.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 6.8.3 of this clause may be granted Military Leave top up pay by the Auditor-General.
- 6.8.6 Military Leave top up pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 6.8.7 During a period of Military Leave top up pay, an employee will continue to accrue personal leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.
- 6.8.8 At the expiration of military leave in accordance with subclause 6.8.2 or 6.8.4 of this clause, the employee shall furnish to the Audit Office a certificate of attendance and details of the employees reservist pay signed by the commanding officer or other responsible officer.
- 6.9 Observance of Essential Religious or Cultural Obligations
- 6.9.1 The Audit Office recognises the value of cultural diversity and the need for some faiths to access time or leave to attend to essential religious obligations including days of religious, cultural or ceremonial significance. Access to time or leave is subject to:
- 6.9.1.1 the operational requirements of the Audit Office
- 6.9.1.2 the employee providing adequate notice of the need to take time or leave
- 6.9.1.3 the employee obtaining prior approval of the time required or leave applied for
- 6.9.1.4 any time off being made up in a manner approved by the Audit Office.
- 6.10 Parental Leave
- 6.10.1 Parental leave includes maternity, adoption and "other parent" leave.
- 6.10.2 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:
- 6.10.2.1 for a period up to 9 weeks prior to the expected date of birth, and
- 6.10.2.2 for a further period of up to 12 months after the actual date of birth.
- 6.10.2.3 an employee who has been granted maternity leave and whose child is stillborn may elect to take available personal leave instead of maternity leave.
- 6.10.3 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:
- 6.10.3.1 for a period of up to 12 months if the child has not commenced school at the date of the taking of custody, or
- 6.10.3.2 for such period, not exceeding 12 months on a full-time basis, as the Auditor-General may determine, if the child has commenced school at the date of the taking of custody.
- 6.10.3.3 special adoption Leave - an employee shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or personal leave.

6.10.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:

6.10.4.1 short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;

6.10.4.2 extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in subclause 6.10.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

6.10.5 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:

6.10.5.1 applied for parental leave within the time and in the manner determined set out in subclause 6.10.10 of this clause; and

6.10.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.

6.10.5.3 payment for the maternity, adoption or short other parent leave may be made as follows:

- a) in advance as a lump sum, or
- b) fortnightly as normal, or
- c) fortnightly at half pay, or
- d) a combination of full pay and half pay.

6.10.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time position who is on part time leave without pay when they start parental leave is paid:

6.10.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave,

6.10.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks,

6.10.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.

6.10.7 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:

6.10.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work, or

6.10.7.2 at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period, or

- 6.10.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 6.10.8 Except as provided in subclauses 6.10.5, 6.10.6 and 6.10.7 of this clause parental leave shall be granted without pay.
- 6.10.9 Right to request
- 6.10.9.1 An employee who has been granted parental leave in accordance with subclause 6.10.2, 6.10.3 or 6.10.4 of this clause may make a request to the Auditor-General to:
- a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months, or
 - b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay),
- to assist the employee in reconciling work and parental responsibilities.
- 6.10.9.2 The Auditor-General shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Audit Office's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 6.10.10 Notification Requirements
- 6.10.10.1 When the Audit Office is made aware that an employee or their spouse is pregnant or is adopting a child, the Audit Office must inform the employee of their entitlements and their obligations under the award.
- 6.10.10.2 An employee who wishes to take parental leave must notify the Audit Office in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- a) that she/he intends to take parental leave, and
 - b) the expected date of birth or the expected date of placement, and
 - c) if she/he is likely to make a request under subclause 6.10.9 of this clause.
- 6.10.10.3 At least 4 weeks before an employee's expected date of commencing parental leave they must advise:
- a) the date on which the parental leave is intended to start, and
 - b) the period of leave to be taken.
- 6.10.10.4 Employee's request and the Audit Office's decision to be in writing
- The employee's request under subclause 6.10.9.1 and the Audit Office's decision made under subclause 6.10.9.2, must be recorded in writing.
- 6.10.10.5 An employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Audit

Office in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Audit Office agrees.

- 6.10.10.6 An employee on maternity leave is to notify the Audit Office of the date on which she gave birth as soon as she can conveniently do so.
- 6.10.10.7 An employee must notify the Audit Office as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 6.10.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Audit Office and any number of times with the consent of the Audit Office. In each case she/he must give the Audit Office at least 14 days' notice of the change unless the Audit Office decides otherwise.
- 6.10.11 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 6.10.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 6.10.12 If the position occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- 6.10.13 An employee does not have a right to her/his former position during a period of return to work on a part time basis. If the Audit Office approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 6.10.14 An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if acceptable to the Audit Office) must be given.
- 6.10.15 An employee who is ill during her pregnancy may take available paid personal leave or accrued recreation or extended leave or personal leave without pay. An employee may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 6.10.16 An employee may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 6.10.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
 - 6.10.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave
 - 6.10.17.2 the total period of parental leave, is not extended by the taking of recreation leave at half pay
 - 6.10.17.3 When calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent

and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.

6.10.18 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Audit Office, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

6.10.19 If such adjustments cannot reasonably be made, the Audit Office must grant the employee maternity leave, or any available personal leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.

6.10.20 Communication during parental leave

6.10.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Audit Office shall take reasonable steps to:

- a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave, and
- b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

6.10.20.2 The employee shall take reasonable steps to inform the Audit Office about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.

6.10.20.3 The employee shall also notify the Audit Office of changes of address or other contact details which might affect the Audit Office's capacity to comply with clause 6.10.20.1 of this subclause.

6.11 Purchased Leave

6.11.1 Employees can apply to purchase additional leave to be used within a 12 month period in accordance with Audit Office policy.

6.11.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.

6.11.3 Purchased leave is subject to the following provisions:

6.11.3.1 the purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period

6.11.3.2 other leave taken during the 12 month purchased leave agreement period i.e. personal leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay

6.11.3.3 personal leave cannot be taken during a period of purchased leave

6.11.3.4 the purchased leave rate of pay will be the salary for all purposes including superannuation

- 6.11.3.5 overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay
- 6.11.3.6 higher Duties Allowance will not be paid when a period of purchased leave is taken.

6.12 Recreation Leave

6.12.1 Recreation leave accrues at the rate of 20 working days per year.

- 6.12.1.1 employees are to take at least 10 working days of recreation leave every 12 months, except by agreement with the Auditor-General. Recreation leave will be re-credited if an employee is ill, while on recreation leave, and provides a supporting medical certificate to the Audit Office
- 6.12.1.2 recreation leave does not accrue during leave without pay, other than:
 - a) during incapacity for which compensation has been authorised under the relevant legislation, or
 - b) absences due to natural emergencies, or
 - c) during any period of personal leave without pay; not exceeding 5 full time working days or their part time equivalent in any 12 months or
 - d) during any period of military leave without pay.
- 6.12.1.3 recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay
- 6.12.1.4 recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see Annexure 3 clause 6.10 Parental Leave
- 6.12.1.5 on cessation of employment, an employee is entitled to be paid the monetary value of accrued recreation leave balances
- 6.12.1.6 an employee to whom clause 6.12.1.5 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment
- 6.12.1.7 where an employee dies during their employment with the Audit Office, their nominated beneficiary or next of kin will be paid the monetary value of recreation leave they have accrued as at the date of death.

6.13 Special Leave

6.13.1 An Employee will be granted special leave in accordance with Audit Office Policies for circumstances including, but not limited to:

- 6.13.1.1 jury service;
- 6.13.1.2 as a witness in an official capacity at court;
- 6.13.1.3 support for employees experiencing domestic violence;
- 6.13.1.4 study leave including attending an approved examination;

- 6.13.1.5 National Aborigines and Islander Day of Commemoration (NADOC) celebrations;
- 6.13.1.6 delegates attending trade union activities; and/or
- 6.13.1.7 other purposes as approved by the Auditor-General or provided by law.

7. Training and Professional Development

7.1 Staff Development and Training Activities

7.1.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:

- 7.1.1.1 All staff development courses conducted by a NSW Public Sector organisation;
- 7.1.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
- 7.1.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.

7.1.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:

- 7.1.2.1 Activities for which study assistance is appropriate;
- 7.1.2.2 Activities to which other provisions of this Award apply (e.g. courses conducted by the Association); and
- 7.1.2.3 Activities which are of no specific relevance to the NSW Public Sector.

7.1.3 Attendance of an employee at activities considered by the Audit Office to be:

- 7.1.3.1 Essential for the efficient operation of the Audit office; or
- 7.1.3.2 Developmental and of benefit to the NSW public sector.

shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.

7.1.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Audit Office:

- 7.1.4.1 Recognition that the employees are performing normal duties during the course;
- 7.1.4.2 Adjustment for the hours so worked under flexible working hours;
- 7.1.4.3 Payment of course fees;
- 7.1.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this Award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
- 7.1.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Audit Office is satisfied that the approval to attend constitutes a direction to work overtime under Part A, Clause 10.

- 7.1.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Audit Office:
- 7.1.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
 - 7.1.5.2 Payment of course fees;
 - 7.1.5.3 Reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - 7.1.5.4 Such other conditions as may be considered appropriate by the Audit Office given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 7.1.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the Audit Office, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Audit Office is able to release the employee, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 7.1.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the employee attends a training or developmental activity whilst on duty in accordance with this clause.

8. Overtime

8.1 Recall to Duty

- 8.1.1 An employee recalled to work overtime after leaving the Audit Office premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 8.1.2 The employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 8.1.3 When an employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- 8.1.4 When an employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the employee was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- 8.1.5 A recall to duty commences when the employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- 8.1.6 An employee recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 8.1.7 This clause shall not apply in cases where it is customary for an employee to return to the Audit Office's premises to perform a specific job outside the employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty.

Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

8.2 On-Call (Stand-By) and On-Call Allowance

8.2.1 Unless already eligible for an on-call allowance under another industrial instrument, an employee shall be:

8.2.1.1 entitled to be paid the on-call allowance set out in Annexure 3, Part 2 Monetary Rates when directed by the Audit Office to be on call or on stand-by for a possible recall to duty outside the employee's working hours,

8.2.1.2 if an employee who is on call and is called out by the Audit Office, the overtime provisions as set out Part A, Clause 10, shall apply to the time worked,

8.2.1.3 where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

8.3 Overtime Meal Breaks

8.3.1 Employee working flexible hours - an employee required to work overtime on weekdays beyond 7 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

8.3.2 Employees Generally - an employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

8.4 Overtime Meal Allowances

8.4.1 If an adequate meal is not provided by the Audit Office, a meal allowance shall be paid at the appropriate rate specified in the relevant Treasury Circular as specified from time to time, provided the Audit Office is satisfied that:

8.4.1.1 the time worked is directed overtime,

8.4.1.2 the employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought,

8.4.1.3 where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so, and

8.4.1.4 overtime is not being paid in respect of the time taken for a meal break.

8.4.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Audit Office shall approve payment of actual expenses.

8.4.3 Where a meal was not purchased, payment of a meal allowance shall not be made.

8.4.4 Receipts shall be provided to the Audit Office in support of any claims for additional expenses or when the employee is required to substantiate the claim.

8.4.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Audit Office and the Association from negotiating different meal provisions.

8.5 Provision of Transport in Conjunction With Working of Overtime

8.5.1 For the purpose of this clause, departure or arrival after 8.00 p.m. will determine whether the provisions of this clause apply.

Departure or arrival after 8.00 p.m. of an employee on overtime does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the employee at risk.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above rests with the Audit Office Business Unit Leader.

8.5.2 Arrangement of Overtime - where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the employee can use public transport or other normal means of transport to and from work.

8.5.3 Provision of Taxis - where an employee ceases overtime duty after 8.00 p.m. and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

9. Miscellaneous

9.1 Existing Entitlements

The provisions of this Annexure shall not affect any entitlements existing in the Audit Office at the time this Award is made, if such provisions are better than the provisions contained in this Award. Such entitlements are hereby expressly preserved until renegotiated with the Association.

PART 2

MONETARY RATES

Allowances are paid consistent with those published annually that are, at the time of entering into this Award, included in the relevant Treasury Circular as issued from time to time.

Table 1 - Allowances

As specified in the relevant Treasury Circular as issued from time to time.

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (FIRE & RESCUE NSW TRADESPERSONS)
AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Fire and Rescue NSW.

(No. 2017/173197)

Before Chief Commissioner Kite

28 June 2017

AWARD

Arrangement

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MONETARY RATES

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Award

Table 3 - Allowances - from NSW Fire Brigades Maintenance
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PART A

1. Definitions

"Commissioner" means the Commissioner of Fire & Rescue NSW (FRNSW) holding office as such under the *Government Sector Employment Act 2013*.

The Industrial Relations Secretary means the employer for industrial purposes pursuant to the *Government Sector Employment Act 2013*.

"Discharge" means termination of service with FRNSW as a consequence of retrenchment, reorganisation or shortage of work or other reason for which the employer may not be entirely responsible.

"Dismissed" means termination of service with FRNSW for inefficiency, neglect of duty, or misconduct.

"Employee" means all persons who are permanently or temporarily employed under the *Government Sector Employment Act 2013* and who, as at the operative date of this Award, occupy one of the positions covered by this Award, or who, after that date, are appointed to or employed in one of such positions.

"Fire Vehicle Repairer" this classification is an amalgamation of the following classifications: Automotive Electrical; Motor Mechanic; Painter (Vehicle); Fitter and Body Maker. Each of the individual classifications receive an appropriate tool allowance in addition to the wage for a Fire Vehicle Repairer.

"FRNSW" or "Employer" means Fire & Rescue NSW.

"Headquarters" means any office, workshop, store, depot, or other place of employment at which an employee is regularly required to work or from which the employee's work is directly controlled and to which the employee has been attached.

"Resignation" means voluntarily leaving the service of FRNSW.

"Skilled Trades Award" means the Crown Employees (Skilled Trades) Award.

"Union" means the:

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

Construction, Forestry, Mining and Energy Union (New South Wales Branch)

having regard for their respective coverage.

2. Hours

- 2.1 The ordinary working hours of employees shall not exceed 38 hours per week, to be worked not exceeding 8 hours per day, as determined by FRNSW.
- 2.2 The ordinary working hours of cleaners shall not exceed 35 hours per week, to be worked in shifts not exceeding 8 hours per day, as determined by FRNSW.
- 2.3 FRNSW may require an employee to perform duty beyond the hours determined under subclause 2.1 of this clause but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
 - 2.3.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 2.3.2 any risk to employee health and safety,
 - 2.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - 2.3.4 the notice (if any) given by FRNSW regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours, or
 - 2.3.5 any other relevant matter.

3. Payment of Wages

- 3.1 All wages shall be paid fortnightly and payment shall be into a bank account specified by the employee, or other financial institutions acceptable to FRNSW and Unions.
- 3.2 Wages shall be paid not later than Thursday in any pay week.

4. Rates of Pay

- 4.1 Adult Employees - The minimum weekly rate of pay for each classification shall be as expressed in Table 1 - Wages, of Part B, Monetary Rates, and is payable for all purposes of the Award. This amount incorporates the following; Basic Wage, Margins, Special Loadings, Trades Allowance and Industry Allowance.
- 4.2 Juniors - The unapprenticed juniors employed by FRNSW shall be paid the following percentages of the appropriate classifications:

Age	Percentage per week (%)
At 17 years of age and under	55
At 18 years of age	67.5
At 19 years of age	80
At 20 years of age	92.5

5. Parties Bound

- 5.1 This Award is binding upon the Industrial Relations Secretary and Fire & Rescue NSW and the following industrial organisations of employees:

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

Construction, Forestry, Mining and Energy Union (New South Wales Branch).

6. Savings of Rights

- 6.1 Except as provided for by this Award, no employee shall suffer a reduction in the employee's rate of pay or any loss or diminution of the employee's conditions of employment as a consequence of the amalgamation of the NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008 and the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award.

7. Relationship to Acts/Awards for Apprenticeships

- 7.1 In regards to Apprentices, this Award shall also be read and interpreted in conjunction with:
- 7.1.1 The *Apprenticeship and Traineeship Act 2001*, provided that where there is any inconsistency between this Act and this Award, the Act shall prevail to the extent of any inconsistency.
- 7.2 The Skilled Trades Award (as defined) provided that where there is any inconsistency between this Award and the Skilled Trades Award, this Award shall prevail to the extent of any inconsistency.

8. Union Subscriptions

- 8.1 The Department agrees, subject to prior written authorisation by an employee, to deduct Union subscriptions from the pay of the authorising employee, in accordance with Treasury Guidelines.

9. Fleet Tradespersons Multi-Skilling

- 9.1 Following the provision of adequate in-house training where necessary, all classifications shall be required to undertake a range of appropriate cross-classification activities, within statutory limitations.
- 9.2 Employees shall be required to undertake such cross-classification activities in order to complete the whole job or when there is insufficient work in an employee's normal classification or where the re-allocation of staff is required to meet Departmental emergencies.
- 9.3 The final responsibility for all such cross-classification activities shall remain with the classification historically responsible for those activities. Notwithstanding this provision any employee who undertakes cross-classification activities in terms of subclause 9.1 is required to carry out those activities in a responsible and competent manner.

- 9.4 While Apprentice training shall be principally focused on those activities specific to each Apprentice's trade classification, the Department shall, where possible, coordinate and make available work of a similar nature and skill to that contained in the modules studied from time to time by the Apprentice as part of their external Technical and Further Education studies.
- 9.5 The work of a 'similar nature and skill' referred to in subclause 9.4, shall where appropriate be made available to Apprentices for the purposes of overtime.
- 9.6 Employees will identify and select spare parts as required from the store during normal work hours and after hours. When using parts from the store the employees will record parts usage, utilizing the systems provided which may be written or electronic. Where necessary employees will provide information as required to assist in parts identification and provide the part number itself with reference to manuals - paper and electronic.
- 9.7 Appliance servicing will continue in Station on a State-wide basis.

10. Additional Wage Rates

- 10.1 Electricians - An electrician who is the holder of a New South Wales electrician's licence shall be paid the amounts set in Item 1 of Table 2.
- 10.2 Lead Burner - The ordinary rates for lead burners shall be calculated by adding to the rate prescribed for journeyman plumbers in this Award the sum set in Item 2 of Table 2.
- 10.3 Plumber - The ordinary rates of wages for employees in each of the undermentioned classifications shall be calculated by adding to the rate prescribed in clause 4, Rates of Pay, the amounts set in Table 2 in relation to the following:
 - 10.3.1 When required to act on a Plumber's licence, as set out in Item 3 of Table 2.
 - 10.3.2 When required to act on a Gasfitter's licence, as set out in Item 4 of Table 2.
 - 10.3.3 When required to act on a Drainer's licence, as set out in Item 5 of Table 2.
 - 10.3.4 When required to act on a Plumber's and Gasfitter's licence, as set out in Item 6 of Table 2.
 - 10.3.5 When required to act on a Plumber's and Drainer's licence, as set out in Item 7 of Table 2.
 - 10.3.6 When required to act on a Gasfitter's and Drainer's licence, as set out in Item 8 of Table 2.
 - 10.3.7 When required to act on a Plumber's, Gasfitter's and Drainer's licence, as set out in Item 9 of Table 2.
- 10.4 A plumber or drainer who may be required by FRNSW to act on any of the above licences during the course of employment is entitled to be paid at the rate per hour mentioned in this clause for every hour of employment whilst liable to be called upon by the FRNSW to act on the licence or licences whether the employee has in any hour in fact acted on such licence or not.
- 10.5 Electric Welding Certificate - A plumber being the holder of a Office of Industrial Relations, Department of Commerce, oxy-acetylene or electric welding certificate who may be required by the employer to act on either of the certificates during the course of his or her employment shall be entitled to be paid for every hour of employment on work the nature of which is such that is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum set in Item 10 of Table 2 per hour for each certificate in addition to rates for journeyman plumber in this Award.
- 10.6 Computing Quantities - Employees, excluding Team Leaders and charge hands, who are regularly required to compute or estimate quantities or materials in respect to the work performed by other employees shall be paid an additional amount in Item 11 of Table 2, per day or part thereof.

- 10.7 A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a certificate of registration shall be paid the amount in Item 12 of Table 2 per hour in addition to the ordinary rate of pay. This allowance shall be paid for all purposes of the Award with the exception of clause 22, Overtime and Penalty Rates, in which case it shall be paid as a flat rate.

11. Team Leader Allowance and Higher Duties

- 11.1 The Team Leader Allowance as provided for in Table 3 of this Award is in compensation for an employee being appointed as the supervisor of a section. Additionally, Team Leaders are required to undertake planning and scheduling activities as well as provide monthly section reports to the Operations Manager.
- 11.2 An employee covered under this Award engaged for more than half of one day or shift, on duties carrying a higher rate than employee's ordinary classification or entitling the employee to a Team Leader allowance, shall be paid the higher rate or allowance, as the case may be, for such day or shift. If for less than one half of one day or shift, the employee shall be paid the higher rate or allowance, as the case may be, for the time so worked; provided that if an employee is required to act as Team leader at the commencement of a day or shift, the employee shall be paid the appropriate allowance for the whole of such day or shift.

12. Technician Allowance

- 12.1 The Technician Allowance as provided for in Table 3 of this Award is payable when an employee is rostered to work on the aerial component of a fire appliance.

13. Authorised Heavy Vehicle Allowance

- 13.1 An Authorised Heavy Vehicle Inspectors allowance is paid to employees covered under this Award who have successfully completed the Transport Roads and Maritime Services training course and therefore have been issued with a Heavy Vehicle Inspectors Number.
- 13.2 The Heavy Vehicle Inspectors allowance is provided for in Table 3 of this Award and is paid on a daily basis. The allowance is paid irrespective of the number of inspections undertaken. There is no allowance payable per each inspection undertaken. This allowance is subject to incremental adjustment linked to percentage increases in adjustments to rates of pay.

14. on Call Allowance

- 14.1 An On Call Allowance is paid to employees covered under this Award who are working On Call as part of the normal roster or have been directed to work On Call. The On Call roster requires employees to be on call for 7 days per week outside normal work hours. Minimum payment for emergency recall to duty shall be for four hours at appropriate penalty rates.
- 14.2 The On Call allowance is provided for in Table 3 of this Award and is paid on a daily basis with rate variation between normal work days, week-ends and public holidays. This allowance is subject to incremental adjustment linked to percentage increases in adjustments to rates of pay.

15. Trade Employees Working Together

- 15.1 Where two or more trade employees of the same class work together without a technical supervisor and/or responsibility the tradesperson in charge shall in addition to all other payments to which the employee is entitled under this Award be paid per hour at the rate of 1/38 of the rate prescribed by clause 11, Team Leader Allowance.

16. Tool Allowance

- 16.1 Employees of any of the following classifications shall be paid in addition to all other payments to which they are entitled under this Award, a Tool Allowance of the amount per week assigned to the classification as set out in the Tool Allowance Table of Table 3 - Allowances.

Classification

Bodymaker
Motor Mechanic
Painter (Vehicle)
Panel Beater
Automotive Electrician
Electronic Technician
Instrument Maker
Radio Mechanic
Telephone Mechanic
Fitter
Electronic Tradesperson

Apprentices

Motor Mechanic
Automotive Electrician
Fitter
Electronic Technician

17. Apprentice Tool Loan

- 17.1 All new Apprentices to whom clause 5, Tool Allowance, of the Skilled Trades Award (as defined) applies, shall be entitled to apply to the Department for a zero interest loan up to the value of \$1500.00?, for the purpose of equipping themselves, with the pre-requisite tools and equipment for their classification.
- 17.2 On behalf of each new Apprentice, the Department will purchase the required tools and equipment from the Department's recommended supplier.
- 17.3 The selection of tools and equipment shall be those identified by the Department or the Team Leader in charge of the Apprentice.
- 17.4 Upon commencement of employment, each Apprentice shall be issued with the pre- requisite tools and equipment for their trade classification. On receipt of the tool issue, title and ownership of the tools shall become the responsibility of the Apprentice.
- 17.5 Repayment of the loan shall be recouped by the Department, from the Apprentice's weekly tool allowance entitlement. The repayment amount shall equate to the maximum value of the weekly tool allowance entitlement as prescribed by this Award and or clause 5 of the Skilled Trades Award (as defined), as varied.
- 17.6 If for any reason, an Apprentice's employment is terminated prior to full repayment of the loan, the Apprentice shall be liable to repay to the Department the outstanding balance of the loan owing. In this regard, the Department shall be entitled to deduct from the Apprentice's termination payments the value of any outstanding loan.

18. Fire Equipment Allowance

- 18.1 This allowance only applies to Tradespersons in the Fleet and Communications Section.
 - 18.1.1 Employees with a minimum of twelve (12) months continuous service covered by this Award shall be paid a fire equipment allowance as set out in Table 3 of this Award, as varied by the provisions of subclause 18.1.2.
 - 18.1.2 Apprentices covered by this Award shall be entitled to be paid at the Non-Trades Staff rate of the allowance as set out in Table 3 of this Award after a minimum of twelve (12) months continuous service.

19. Apprentice to Tradesperson

- 19.1 An Apprentice who completes a full four year apprenticeship with FRNSW and then is appointed as a Tradesperson, will commence payment as a Fire Vehicle Repairer at the Thereafter rate of pay.

20. Special Rates

- 20.1 In addition to the wages and allowances prescribed by - clauses 4. Rates of Pay; 10. Additional Wage Rates; 11. Team Leader Allowance; 15. Trade Employees Working Together and 16. Tool Allowance - the following special rates and allowances shall be paid to employees.
- 20.1.1 Confined Spaces - Working in a place the dimensions or nature of which necessitates working in a stooped or cramped position or without sufficient ventilation; the amount set out in Item 1 of Special Rates in Table 3.
- 20.1.2 Dirty Work - Work which a Team Leader and tradesperson agree is of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned and for which no other special rates are prescribed shall be paid for by an additional amount at the rate set out in Item 2 of Special Rates in Table 3, above the rate prescribed by this Award.
- 20.2 In the case of disagreement between the Team Leader and tradesperson the latter shall be entitled within 12 hours to ask for a decision on his/her claim by the employer, his/her industrial officer, manager, superintendent or engineer. In such a case a decision shall be given on the worker's claim within 24 hours of it being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the union is dissatisfied with the decision of the employer, his/her industrial officer, manager or engineer shall have the right to bring such case before the Industrial Relations Commission of New South Wales.
- 20.3 Height Pay -
- 20.3.1 Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the amounts set out in Item 3 of Special Rates in Table 3. Height shall be calculated from where it is necessary for the employee to place his hands or tool in order to carry out the work to such ground, deck, floor or water. For the purposes of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to an employee working on a suitable scaffold erected in accordance with the Scaffolding and Lifts Act 1912. An additional amount set in Item 4 of Special Rates in Table 3 shall be paid for every metre beyond that specified in Item 3 of Special Rates in Table 3.
- 20.3.2 Plasterers required to work on a swing scaffold shall be paid the amount also set out in Item 13 of Special Rates in Table 2.
- 20.4 Hot Places - Working in the shade in places where the temperature is raised by artificial means to between 46 degree Celsius and 54 degree Celsius and places where the temperature exceeds 54 degree Celsius, the amounts set in Item 14 of Special Rates in Table 2. Where work continues for more than two hours in temperatures exceeding 54 degree Celsius, employees shall also be entitled to 20 minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.
- 20.5 Insulation Material - Employees working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material is being used in insulating work shall be paid the amount set in Item 5 of Special Rates in Table 3, or if the insulating materials be silicate, the amount also set in Item 6 of Special Rates in Table 3, whether they are actually handling such materials or not; provided that such insulating material shall include granulated cork but shall not include cork board or materials contained in unbroken packages.

20.6 Wet Places -

20.6.1 An employee working in a place where water other than rain is falling so that his or her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid the amount set in Item 15 of Special Rates in Table 2, per hour extra; provided that this extra rate shall not be payable in respect of the disabilities provided for in clause 4.1, Industry Allowance, of this Award; nor to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.

20.6.2 Where a plumber is required to work in the rain, the plumber shall be paid the amount also set in Item 16 of Special Rates in Table 2, per hour extra for time so worked.

20.6.3 An employee called upon to work knee deep in mud or water, shall be paid at the rate also set in Item 17 of Special Rates in Table 2, per day in addition to the ordinary rates of pay prescribed for each day or portion thereof so worked; proved that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.

20.7 Swinging Scaffolds - A payment as set out in Item 18 of Special Rates in Table 2, for the first four hours or any portion thereof, and an additional amount also set in Item 18 of Special Rates in Table 2 for each hour thereafter on any day shall be made to any persons employed:

20.7.1 On any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.

20.7.2 On a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

20.8 Provided that solid plasterers when working off a swing scaffold shall receive an additional amount, also set in Item 19 of Special Rates in Table 2, per hour.

20.9 Spray Applications - An employee engaged on all spray applications carried out in other than a properly construction booth, approved by the Department of Industrial Relations, shall be paid the amount set in Item 7 of Special Rates in Table 3, per hour extra.

20.10 Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid the amount set out in Item 20 of Special Rates in Table 2 per hour extra with a minimum payment also set out in Item 20.

20.11 Electric Welding Plumbers - A plumber engaged on electric welding applicable to plumbing shall be paid the amount in Item 21 of Special Rates in Table 2, per hour extra for the time so worked.

20.12 Explosive Powered Tools - Employees required to use explosive powered tools shall be paid the amount set in Item 22 of Special Rates in Table 2.

20.13 Scaffolding Rigging - An employee who is the holder of a scaffolding or rigging certificate issued by the Office of Industrial relations, Department of Commerce, and is required to act on that certificate whilst engaged on work requiring a certificated employee shall be paid an additional amount set out in Item 23 of Special Rates in Table 2.

20.14 Extra Rates not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.

20.15 Rates not Subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the time at which the work is performed and shall not be subject to any premium or penalty additions.

20.16 Distant Places -

- 20.16.1 All employees working in districts west and north of and excluding State Highway No. 17 from Tocomwal to Gilgandra, State highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 63 from Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes shall be paid the amount set out in Item 24 of Special Rates in Table 2, extra per day.
- 20.16.2 All employees working in the Western Division of the State shall be paid the amount also set in Item 24 of Special Rates in Table 2 extra per day.
- 20.16.3 All employees working within the area bounded by and inclusive of the Snowy River from the New South Wales border to Dalgety, thence by road directly from Dalgety to Berridale and on to the Snowy Mountains Highway at Adaminaby thence to Blowering, thence by a line drawn from Blowering southwest to Welarewang, and on to the Murray River, thence in a south easterly direction along the New South Wales border to the point of commencement shall be paid the amount also set in Item 24 of Special Rates in Table 2 extra per day or part thereof.

20.17 Applying Obnoxious Substances -

- 20.17.1 An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the amount set in Item 8 of Special Rates in Table 3, per hour extra.
- 20.17.2 In addition, employees applying such materials in buildings which are normally air conditioned shall be paid the amount also set in Item 9 of Special Rates in Table 3, per hour extra for any time worked when the air conditioning plant is not operating.
- 20.17.3 Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the NSW Department of Health.
- 20.17.4 Employees working in close proximity to employees so engaged shall be paid the amount also set in Item 10 of Special Rates in Table 3 per hour extra.
- 20.17.5 For the purposes of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

20.18 Painters shall be paid the amount in Item 25 of Special Rates in Table 2, per hour for burning off paint and applying the first coat.

20.19 Asbestos Eradication -

- 20.19.1 Application - This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.
- 20.19.2 Definition - Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials which consist of, or contain, asbestos.
- 20.19.3 Control - All aspects of asbestos eradication work shall be conducted in accordance with the *N.S.W. Occupational Health and Safety Act 2000*, the *Occupational Health and Safety (Asbestos Removal Work) Regulation 1996* and the *N.S.W. Construction Safety Act 1912* Regulations concerning construction work involving asbestos and asbestos cement.

- 20.20 Rate of Pay - in addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the amount set in Item 11 worked in lieu of Special Rates in Table 3, per hour of special rates as prescribed in clause 20. Special Rates, with the exception of subclauses 20.4 Hot Places, 20.7 Swinging Scaffold and 20.9 Spray Applications (Item 6 of Special Rates in Table 3).
- 20.21 Other Conditions - The conditions of employment, rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the Award, as varied, from time to time.
- 20.22 Chokages - If an employee is employed upon any chokage and is required to open up any soil pipe, waste pipe, drain pipe, or pump conveying offensive material or a scupper containing sewage or is required to work in a septic tank in operation the employee shall be paid an additional amount set out in Item 26 of Special Rates in Table 2 per day or part of a day.

21. Maintenance of Existing Service and Personal Allowances

- 21.1 An employee covered by this Award who at the date this Award took effect was employed by FRNSW and who was then being paid a service allowance and/or personal allowance shall continue to be paid such service allowance and/or personal allowance in addition to all other payments to which the employee is entitled under this Award so long as the employee remains subject to the provisions of this Award.
- 21.2 Such service and personal allowance shall be part of the weekly wage of the employee for all purposes of this Award.
- 21.3 Except as provided by paragraph 21.1, of this clause no employee of the FRNSW covered by this Award shall be paid any service allowance.

22. Overtime and Penalty Rates

- 22.1 Subject as otherwise provided in this Award, all time worked in excess of the ordinary weekly hours of work shall be overtime and shall be paid for at the rate of time and one-half for the first 2 hours, and double time thereafter.
- 22.2 Each day shall stand alone for the purpose of computation of overtime pursuant to this paragraph.
- 22.3 All time worked on a Saturday shall be at the rate of time and one-half for the first 2 hours and double time thereafter, provided that where in any case of emergency an employee called out for work after 12 noon on Saturday shall be paid at the rate of double time.
- 22.4 All time worked on a Sunday shall be at the rate of double time and all time worked on a Public Holiday shall be at the rate of double time and one-half.
- 22.5 For the purpose of computing the hourly rate the weekly rate shall be divided by the number of ordinary hours per week prescribed for each employee.
- 22.6 An employee required to work 2 hours or more overtime immediately after the usual ceasing time shall be allowed a meal break of 20 minutes, which shall be paid for at the appropriate overtime rate.
- 22.7 The meal break shall be taken at the commencement of the overtime period or later by mutual arrangement with the officer for the time being in charge and the employee.
- 22.8 An employee working overtime shall be allowed a meal break of 20 minutes to be paid for at the appropriate overtime rate, after each 4 hours of overtime actually worked, provided that the employee is required to work at least a further 1 hour after the said 4 hours actually worked.

- 22.9 An employee whose ordinary hours do not include Saturday or Sunday or a public holiday shall be allowed meal breaks with pay only in respect of time worked outside what would be the usual hours of duty on an ordinary working day.
- 22.10 Call back - Minimum payment for emergency recall to duty shall be for four hours at appropriate penalty rates.
- 22.11 An employee may be directed by the FRNSW to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 22.11.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 22.11.2 any risk to employee health and safety,
 - 22.11.3 the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - 22.11.4 the notice (if any) given by the FRNSW regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
 - 22.11.5 any other relevant matter.

23. Meal Allowance

- 23.1 An employee required to work overtime for one and a half hours or more shall be paid the amount set in Item 1 of Meal Allowance in Table 3 for a meal and after the completion of each four hours on continuous overtime shall be paid the amount also set in Item 2 of Meal Allowance in Table 3 for each subsequent meal in addition to his overtime payment, but such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.
- 23.2 An employee whose ordinary hours do not include a Saturday or Sunday or public holiday, shall receive the meal allowance prescribed by this clause when the time is worked outside what would be the usual hours of duty on an ordinary working day.

24. Travelling Time and Fares

- 24.1 An employee shall be required to proceed to his headquarters and to return to his or her home at ordinary starting and ceasing time at least once on each ordinary working day in the employee's own time and expense.
- 24.2 An employee other than an employee classified as a builder's labourer and who is required to work temporarily or is transferred to work temporarily at a point distant from his or her headquarters shall be paid travelling time for such period at the rate set out in Item 1 of Travelling Time and Other Fares in Table 3 for each day to compensate for excess fares and travelling time to and from places or work, provided that the allowance shall not be payable if the employer provides or offers to provide transport free of charge to the employee in which case an allowance also set in Item 2 of Travelling Time and Other Fares in Table 3 per day shall be paid.
- 24.3 An employee classified as a labourer-builder shall be paid the amount also set in Item 1 of Travelling Time and Other Fares in Table 3 per day as a fare allowance and travelling allowance for travel patterns and costs peculiar to the industry which includes mobility requirements on employees and the nature of employment on construction work.
- 24.4 Subject to the foregoing provisions, a fare shall be deemed to have been incurred if the employee has used a bicycle or other means of locomotion or has walked instead of using public conveyance.

- 24.5 Excess travelling time and fares shall not be payable in the case of an employee permanently transferred or appointed to a new headquarters, in which case the new location shall become headquarters for the purpose of this clause from the date of attachment to the new location.
- 24.6 Where an employee is sent during working hours from one location to another, the FRNSW shall pay all travelling time and fares incurred in addition to the amount it may be liable to pay under this clause.

25. Travelling Expenses

- 25.1 An employee while travelling upon the business of FRNSW away from their accustomed workshop shall be paid:
- 25.1.1 Reasonable expenses incurred for accommodation and meals whilst so travelling.
 - 25.1.2 The cost actually incurred for travel by aircraft, rail, road, boat or otherwise.
 - 25.1.3 Vouchers shall show the employee's movements on each day and state times of his or her departure and arrival.
 - 25.1.4 Travelling expenses to be incurred pursuant to this clause shall, if requested, be paid to the employee concerned in cash on the last working day prior to departure.
 - 25.1.5 The meal, accommodation and incidental allowances expressed in NSW Treasury Circulars will be adjusted on 1 July regardless of the date of the issuing of the Circular by the NSW Treasury. The amounts will be in line with the corresponding allowance amounts for the appropriate financial year published by the Australian Taxation Office (ATO).

26. Annual Leave

- 26.1 Every employee shall be entitled to four weeks leave of absence, exclusive of public holidays, on the completion of each 12 months service, such leave shall be taken within 6 months after it becomes due, and reasonable notice be given by either party when leave is to commence. This clause governs the time in which past Annual Leave accrual should be taken with the exception provided for in clause 26.8. In other words, an employee should work towards taking their Annual Leave from the year before in the first 6 months of the following year, however if there are reasons to the satisfaction of the employee and management of why this cannot be accomplished, then clause 26.8 provides for flexibility.
- 26.2 Where an employee with one or more months' service but less than 12 months' service is discharged, dismissed, resigns, retires or dies, the employee or their legal personal representative shall be paid for each completed week of service an amount equal to one-twelfth of the employee's ordinary weekly rate payable at the date of the termination of service.
- 26.3 After the first completed year of service annual leave shall accrue at the rate of one and two-third days for each completed month of service.
- 26.4 The Annual Leave provisions of clause 31, General Leave Conditions and Accident Pay, of the Skilled Trades Award (as defined), shall apply, as varied by the provision of subclauses 26.5, 26.6, 26.7 and 26.8, to all employees covered by this Award.
- 26.5 Annual Leave shall be taken in accordance with the roster as in 26.6, with the following exceptions:
- 26.5.1 Where an employee is taking Personal Carers leave in line with the provisions of the Award.
 - 26.5.2 Where an employee can give 5 working days notice when not on a rostered on call position or the Lube Service Vehicle and the minimum staffing levels can be maintained.

- 26.5.3 Where an employee can organize a shift swap if they are rostered on call or on the Lube Service vehicle provided minimum staffing levels can be maintained.
- 26.6 Annual Leave Shall be Taken in Block Periods, the Shortest of which Not Being Less Than Five (5) Sequential Working Days in Duration. The Block Periods Shall, in Any One Year, Comply With One of the Formats Outlined as Follows:
- 26.6.1 one block period of four weeks duration; or
- 26.6.2 one block period of three weeks duration followed later by one block period of one weeks duration; or
- 26.6.3 one block period of one weeks duration followed later by one block period of three weeks duration; or
- 26.6.4 one block period of two weeks duration followed later by another one block period of two weeks duration; or
- 26.6.5 four block periods of one weeks duration.
- 26.7 Annual Leave shall be taken in accordance with the roster.
- 26.8 The parties agree to jointly work towards reducing each employees accrual of Annual Leave to the accumulation of twenty (20) days plus the current years entitlement. The only exceptions being, in the case of family emergencies, or with prior notification of a planned extended holiday.

27. Annual Leave Loading

- 27.1 Employees shall be granted an annual leave loading equivalent to 17 1/2 per cent of four weeks' ordinary salary or wages.
- 27.2 The full entitlement to the loading on annual leave that the employee has accrued over the previous leave year is to be paid to the employee on the first occasion sufficient annual leave is taken to permit an absence from duty of at least two consecutive weeks after 1 December in any year.
- 27.3 The loading will apply only to leave accrued in the year ending the preceding 30 November, up to a maximum of four weeks. Leave and salary records are then to be endorsed to indicate that payment of the annual leave loading for the year ended 30 November previous has been made.
- 27.4 In the event of no such absence occurring by 30 November of the following year, the employee being still employed, is to be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November to the previous leave year notwithstanding that the employee has not entered on leave. The leave and salary records are to be endorsed to indicate that payment of the annual leave loading for the previous leave year has been made.
- 27.5 There shall be a leave year ending 30 November in every year. The above scheme will first apply to leave taken on or after 1 December 1974, being leave accrued during the 12 month period to 30 November 1974.
- 27.6 The annual leave loading is not payable when an employee is granted annual leave to the employee's credit, or the monetary value thereof, on resignation, retirement, termination of employment, dismissal, etc.
- 27.7 Broken service during a year does not attract the annual leave loading, e.g., if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
- 27.8 Rate of Payment - The annual leave loading is to be calculated on the salary or wage rate paid for the leave when taken, i.e., new rates granted by Award, agreement, determination, national wage case

decision, increment, etc., during the period of leave are to be taken into account unless otherwise prescribed by Award or agreement and, if necessary, retrospective adjustment of the loading is to be made. Where payment is made as at 30 November, because no period of two weeks leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.

- 27.9 Provided adequate notice is given, the annual leave loading will be paid prior to entry on leave, normally at the same time as the advance on salary or wages.
- 27.10 In the case of an employee sent on annual leave pending an inquiry into the employee's services, the annual leave loading is not to be paid.
- 27.11 Retrospective payments will be made to employees who have qualified to receive payment of the annual leave loading since 1 December 1974.

28. Holidays

- 28.1 Subject to subclause (ii) of this clause, the days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Bank Holiday (in lieu of picnic days), Labour Day, Christmas Day, Boxing Day and/or specially proclaimed holidays in any year are observed shall be holidays. An employee shall be entitled to these holidays without loss of pay.
- 28.2 An employee who is absent from duty without reasonable cause on the working day prior to and/or the working day following any holiday shall not be entitled to payment for such holiday.

29. Rostered Days Off

- 29.1 The Rostered Day Off ("RDO") provisions of clause 2, Hours-Day Workers, of the Skilled Trades Award, (as defined) shall apply to all employees employed in the Communications Section. The same provisions, but as varied by the provisions of subclauses 29.2, 29.3, 29.4 & 29.5, shall apply to all other employees covered by this Award.
- 29.2 RDO shall be taken in accordance with the roster. Those staff who are on call and therefore work on the RDO day as part of the roster will normally take their RDO on the following Monday when they are off call.
- 29.3 RDO are to be taken as and when they fall due. There is no provision for the accumulation of untaken days. Under exceptional circumstances, and with prior approval, the clearing of the RDO day may be delayed.
- 29.4 Appropriate records will be kept by the Department of the dates on which each employee takes a RDO. Such records will be available for perusal by the employee on request.
- 29.5 Where an employee is asked and elects to work on the pre-determined RDO, in accordance with subclause 2.1 of clause 2, Hours-Day Workers, of the Skilled Trades Award (as defined), the compensation paid in accordance with subclause 2.5 of the said clause 2 (i.e. Saturday rates), shall be the employee's only entitlement for working on the RDO.

30. Long Service Leave

- 30.1 Long Service Leave, calculated from the date of appointment to the service, shall accrue in accordance with the following entitlement:
 - 30.1.1 After service for 10 years, leave for 2 months on full pay or 4 months on half pay.
 - 30.1.2 After service in excess of 10 years:
 - 30.1.2.1 leave pursuant to paragraph (a), of this subclause; and

- 30.1.2.2 in addition, an amount of leave proportionate to the length of service after 10 years
- 30.1.3 Long Service Leave shall not include annual leave but shall include public holidays occurring during the period when such leave is taken.
- 30.2 Where the service of an employee with at least 5 years' service and less than 7 years' service is terminated by FRNSW for any reasons or by the employee on account of illness, incapacity or domestic or other pressing necessity, the employee shall be entitled after 5 years' service to one month's leave on full pay and for service after 5 years', to a proportionate amount of leave on full pay calculated on the basis of 3 months leave for 15 years' service.
- 30.3 In the event of the death of an employee the value of long service leave due shall be paid to such dependants as FRNSW shall determine.
- 30.3.1 In the event of the termination of the employment of an employee for any reason other than death the money value of long service leave due to the employee shall be paid to such employee as a gratuity.
- 30.3.2 Long service leave as provided by this clause, shall, subject to the exigencies of the service, be granted by the FRNSW as and when such leave becomes due (i.e. after 7 years) or at any time thereafter; provided that notice in writing of intention to take such leave shall be given to the FRNSW by the employee concerned at least 30 days before the date on which the employee desires that such leave should commence.
- 30.4 Notwithstanding anything elsewhere provided by this clause:
- 30.4.1 employees may apply to take pro-rata Long Service leave after the completion of (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service leave on resignation or termination.
- 30.4.2 employees may apply to take a period of Long Service leave at double pay provided that:
- 30.4.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
- 30.4.2.2 The employees' leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.
- 30.4.2.3 Other leave entitlements, e.g. recreation leave, sick leave and Long Service leave will accrue at the single time rate where an employee takes Long Service leave at double time.
- 30.4.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at that single time rate.
- 30.4.3 Where a public holiday falls during a period of Long Service leave the employee shall be paid for that day and additionally it shall not be deducted from the period of leave.
- 30.4.4 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

31. Sick Leave

- 31.1 An employee shall be allowed 15 working days sick leave with pay within each 12 months period of entitlement; provided, however, that all such sick leave in excess of two days within each period shall only be granted on the submission of a medical certificate which shall be to the satisfaction of FRNSW.

- 31.2 Sick leave not taken shall be cumulative to a maximum period of 120 days but payment of the monetary equivalent of sick leave not taken shall not be made.
- 31.3 Where an employee with ten or more years' service has taken all sick leave entitlement, FRNSW may, at its discretion, grant further sick leave with or without pay.

32. Bereavement Leave

- 32.1 In no way restricting the right of FRNSW to grant leave for compassionate reasons in other circumstances, an employee shall, on the death within Australia of a wife, husband, parent, brother, sister, child, stepchild, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild, be entitled, on notice, to leave up to and including the day of the funeral of such relation and such leave shall be without deductions of pay for a period not exceeding two ordinary working days. Proof of such death, shall, if requested, be furnished by the employee to the satisfaction of FRNSW; provided, however, that this clause shall have operation whilst the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- 32.2 For the purpose of this clause, the words "wife" and "husband" shall include a person who lives with the employee as a de facto spouse.
- 32.3 Bereavement entitlements for casual employees
- 32.3.1 Subject to the evidentiary and notice requirements in clause 32.1 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 41.1.3.2 of clause 40 Personal Carers Leave.
- 32.3.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 32.3.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

33. Clothing

- 33.1 Clothing, tools or any articles issued to employees shall be worn or used only in the course of their duties.
- 33.2 Clothing or other articles shall be issued to such employee as FRNSW approves where in its opinion such clothing or article is necessary for:
- 33.2.1 Uniformity of appearance,
- 33.2.2 Protection against material which destroy or damage ordinary clothing,
- 33.2.3 Protection against weather, and
- 33.2.4 Protection against injury to the employee
- 33.3 An employee shall be responsible for the care and upkeep of any clothing issued and new clothing shall not be issued until the previous clothing has been returned to the store and its loss satisfactorily accounted for.
- 33.4 An employee shall also be responsible for tools, equipment and other articles issued or for their loss or damage through misuse or negligence.

- 33.5 An employee shall replace any such clothing, tools, equipment or other articles so lost or damaged through the employee's misuse or negligence or pay such amount in respect thereof which the FRNSW shall determine.
- 33.6 Where full uniform is supplied by FRNSW and is required to be worn by an employee and such uniform becomes soiled or damaged in the execution of duty so as to require dry cleaning or repairs, such dry cleaning and repairs shall be done at the expense of the FRNSW.

34. Insurance of Tools

- 34.1 In respect of those employees entitled under this Award to a tool allowance FRNSW shall insure, and shall keep insured against loss or damage by fire whilst on the employer's premises, such tools of the employee which are used by him/her in the course of his/her employment. The employee shall if requested to do so furnish FRNSW with a list of his/her tools so used.
- 34.2 Any such employee shall be entitled to be reimbursed for the loss of tools up to the value set out in Item 1 of Insurance of Tools of Table 3, provided such tools are lost by theft from a breaking and entering outside working hours while the tools are stored at the FRNSW's direction on the job.

35. Procedure on Charge

- 35.1 When an employee is summoned to appear before a Senior Officer or before FRNSW on a charge, appeal, or other formal inquiry not being a preliminary investigation, the employee shall be given particulars; in writing, of the charge or allegation if any, against the employee at least 48 hours before the hearing of the charge or appeal or the opening of the said inquiry and shall be allowed access, personally or by a representative duly authorised by the employee in writing to all or any of the official papers, correspondence or reports of the FRNSW relating to the charge, appeal or subject to the said inquiry.
- 35.2 The employee also shall be allowed to give and call evidence on the employee's own behalf and to hear all evidence given.
- 35.3 If an employee so requests, the employee may be represented by an Officer of the union before such senior officer of the FRNSW on all such occasions.
- 35.4 No adverse report about an employee shall be placed among the records or papers relating to the employee or noted thereupon unless the employee concerned shall have been shown the said report which shall be evidenced by the employee's signature thereupon unless the employee refuses to sign in which case the union shall be notified by the FRNSW in writing within seven days of such refusal, and shall have been given an opportunity of replying to the report. If the employee so desires a reply shall be in writing, which, together with the adverse report, also shall be placed amongst the records or papers relating to the employee or shall be noted thereupon.
- 35.5 Where FRNSW has for its own purpose caused a transcript copy of proceedings on a charge, appeal or formal inquiry to be taken, a copy of such transcript shall be supplied, free of cost, to the employee concerned, if during the hearing or at the termination of the proceedings a request therefore in writing is made by the employee.
- 35.5.1 After the Senior Officer has announced the recommendation or when the FRNSW has made its decision as the result of a charge or an appeal the employee concerned shall be informed thereof in writing within 7 days after such announcement or decision has been made or has been given as the case may be.

36. Higher Grade Pay

- 36.1 An employee engaged for more than half of one day or shift on duties carrying a higher rate than the employee's ordinary classification or entitling the employee to a Team Leader Allowance shall be paid the higher rate or allowance as the case may be for such day or shift. If for less than one half of one day or shift the employee shall be paid the higher rate or allowance as the case may be for the time so

worked; provided that if an employee is required to act as Team Leader at the commencement of a day or shift the employee shall be paid the appropriate allowance for the whole of such day or shift.

- 36.2 Employees covered under this Award, who are engaged on duties in a classification appearing in the Crown Employees (Public Sector - Salaries 2008) Award, or successor, carrying a higher rate than the employee's ordinary classification, will be paid a higher duties allowance on a day by day basis (regardless of how many days such employee was acting in the higher graded position). This includes an employee who is on-call on a Saturday or Sunday, that is, the higher duties allowance is payable whilst on-call on a weekend. Such higher duties allowance is payable at 7 hours per day only.

37. Anti-Discrimination

- 37.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 37.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 37.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 37.4 Nothing in this clause is to be taken to affect:
- 37.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 37.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 37.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 37.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 37.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 37.5.1 Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
 - 37.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides;

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

38. Term of Employment

- 38.1 An employee shall give to FRNSW and FRNSW shall give to an employee one week's notice of termination of employment, such notice to be given from a normal pay day. This, shall not affect the right of FRNSW to dismiss any employee without notice for inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only.

- 38.2 For the purposes of meeting the needs of the industry, FRNSW may require any employee to work reasonable overtime, including work on Saturdays, Sundays and public holidays at the rate prescribed in this Award, and unless reasonable excuse exists the employee shall work in accordance with such requirements.
- 38.3 In the event of wet weather, no deduction from wages shall be made subject to the following conditions:
- 38.3.1 An employee shall continue working until such time as the officer in charge orders the employee to cease work.
- 38.3.2 An employee shall stand by as directed by the officer in charge.
- 38.3.3 An employee shall report for duty as directed.
- 38.4 The absence of an employee from work for a continuous period exceeding five working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned employment.
- 38.5 Provided that if within a period of 14 days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the FRNSW that the absence was for reasonable cause, the employee shall be deemed to have abandoned employment.
- 38.6 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.
- 38.6.1 No payment in respect of wages, annual leave or long service leave shall be assigned or charged to any person but shall be paid to the employee entitled thereto, or may be paid to the employee entitled thereto, or may be paid to a person authorised by the employee to receive the same.
- 38.6.2 FRNSW shall be entitled to deduct out of an employee's wages such sum as the employee requests in writing in respect of contributions or payments for purposes approved by FRNSW.

39. Grievance and Dispute Resolution Procedures

- 39.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- 39.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute, or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 39.3 The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 39.4 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Commissioner.
- 39.5 The Commissioner may refer the matter to the Industrial Relations Secretary for consideration.
- 39.6 If the matter remains unresolved, the Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

- 39.7 A staff member, at any stage, may request to be represented by their Union.
- 39.8 The staff member or the Union on their behalf, or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 39.9 The staff member, Union, FRNSW and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 39.10 Whilst the procedures outlined in subclauses 39.1 to 39.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

40. Personal/Carer's Leave - August 1996

40.1 Use of Sick Leave -

40.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 1.1.3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 21 of the Award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

40.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

40.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

40.1.3.1 the employee being responsible for the care of the person concerned; and

40.1.3.2 the person concerned being:

40.1.3.2.1 a spouse of the employee; or

40.1.3.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

40.1.3.2.3 a child or an adult child (including and adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or defacto spouse of the employee; or

40.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

40.1.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

(i) "relative" means a person related by blood, marriage or affinity;

(ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

(iii) "household" means a family group living in the same domestic dwelling.

40.1.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

40.2 Unpaid Leave for Family Purpose -

40.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 1.1.3(ii) above who is ill.

40.3 Annual Leave -

40.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

40.3.2 Access to annual leave, as prescribed in paragraph 1.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this Award.

40.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

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

40.4 Time Off in Lieu of Payment for Overtime -

40.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

40.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

40.4.3 If, having elected to take time as leave in accordance with paragraph 1.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

40.4.4 Where no election is made in accordance with paragraph 1.4.1, the employee shall be paid overtime rates in accordance with the Award.

40.5 Make-up Time -

40.5.1 An employee may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award, at the ordinary rate of pay.

40.5.2 An employee on shift work may elect, with the consent of the employer to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

40.6 Rostered Days Off -

40.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.

40.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

40.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

40.6.4 This subclause is subject to the employer informing each union which is both party to the Award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

40.7 Personal Carers Entitlement for casual employees -

40.7.1 Subject to the evidentiary and notice requirements in 40.1.2 and 40.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 40.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

40.7.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

40.7.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

41. Maternity Leave

41.1 A staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:

41.1.1 for a period up to 9 weeks prior to the expected date of birth; and

41.1.2 for a further period of up to 12 months after the actual date of birth.

41.2 A staff member who has been granted maternity leave may, with the permission of the Department Head, take leave after the actual date of birth:

41.2.1 full-time for a period of up to 12 months; or

41.2.2 part-time for a period of up to 2 years; or

41.2.3 as a combination of full-time and part-time over a proportionate period of up to 2 years.

41.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

41.4 A staff member who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.

41.5 If the position occupied by the staff member immediately prior to maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the Government Sector Employment Act 2013.

- 41.6 A staff member who:
- 41.6.1 applied for maternity leave within the time and in the manner determined by the Department Head; and
 - 41.6.2 prior to the expected date of birth, completed not less than 40 weeks' continuous service, shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks, or 28 weeks at half pay, or the period of maternity leave taken, whichever is the lesser period.
- 41.7 Except as provided in paragraph (f) of this subclause, maternity leave shall be granted without pay.

42. Parental Leave

- 42.1 A staff member is entitled to take parental leave in respect of each pregnancy of the spouse or partner as follows:
- 42.1.1 short parental leave - an unbroken period of one week at the ordinary rate of pay, or 2 weeks at half pay at the time of the birth of the child or other termination of the spouse's or partner's pregnancy;
 - 42.1.2 extended parental leave - for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in subparagraph (1) of paragraph (a) of this subclause in order to assume the primary care giving responsibilities.
- 42.2 Extended parental leave may commence at any time up to 2 years from the date of birth of the child.
- 42.3 A staff member who has been granted parental leave may, with the permission of the Department Head, take such leave:
- 42.3.1 full-time for a period not exceeding 12 months; or
 - 42.3.2 part-time over a period not exceeding 2 years; or
 - 42.3.3 partly full-time and partly part-time over a proportionate period of up to 2 years.
- 42.4 A staff member who resumes duty immediately on the expiration of parental leave shall:
- 42.4.1 if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - 42.4.2 if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the *Public Sector Employment and Management Act 2002*.
- 42.5 Except as provided in paragraph (a) (1) of this subclause, parental leave shall be granted without pay.
- 42.6 Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- 42.7 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- 42.7.1 the employee or employee's spouse is pregnant; or
 - 42.7.2 the employee is or has been immediately absent on parental leave.

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

42.8 Right to request - An employee entitled to parental leave may request the employer to allow the employee:

42.8.1 to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

42.8.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

42.8.3 to return from a period of parental leave on a part-time basis until the child reaches school age;

42.8.4 to assist the employee in reconciling work and parental responsibilities.

42.8.5 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

42.8.6 Employee's request and the employer's decision to be in writing. The employee's request and the employer's decision made under 42.8.2 and 42.8.4 must be recorded in writing.

42.8.7 Request to return to work part-time - Where an employee wishes to make a request under 42.8.4 such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

42.8.8 Communication during parental leave - Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

42.8.8.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

42.8.8.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

42.8.8.3 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

42.8.8.4 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

43. Adoption Leave

43.1 A staff member adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:

43.1.1 for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or

43.1.2 for such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.

- 43.2 A staff member who has been granted adoption leave may, with the permission of the Department Head, take leave:
- 43.2.1 full-time for a period not exceeding 12 months; or
 - 43.2.2 part-time over a period not exceeding 2 years; or
 - 43.2.3 partly full-time and partly part-time over a proportionate period of up to 2 years.
- 43.3 Adoption leave shall commence on the date that the staff member takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the staff member.
- 43.4 A staff member who resumes duty immediately on the expiration of adoption leave shall:
- 43.4.1 if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - 43.4.2 if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the Government Sector Employment Act 2013
- 43.5 A staff member who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at the ordinary rate of pay for a period not exceeding 14 weeks, or 28 weeks at half pay of adoption leave or the period of adoption leave taken, whichever is the lesser period if the staff member:
- 43.5.1 applied for adoption leave within the time and in the manner determined by the Department Head; and
 - 43.5.2 prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- 43.6 With the exception of subclause 43.5, adoption leave shall be granted without pay.
- 43.7 Special Adoption Leave - A staff member shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service.

44. Family and Community Service Leave

- 44.1 The Department Head shall grant to an employee some or all of the available family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies.
- 44.2 Such cases may include but not be limited to the following:
- 44.2.1 compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - 44.2.2 emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - 44.2.3 emergency or weather conditions, such as when flood, fire or snow or disruption to utility services etc. threaten property and/or prevent an employee from reporting for duty;
 - 44.2.4 attending to family responsibilities such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;

- 44.2.5 attendance at court by an employee to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;
- 44.2.6 attendance at a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State; and
- 44.2.7 absence during normal working hours to attend meetings, conferences or to perform other duties, for an employee holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- 44.3 The maximum amount of family and community service leave on full pay which may, subject to this Award, be granted to a staff member shall be the greater of the leave provided in subclauses 44.3.1 or 44.3.2 of this clause.
- 44.3.1 2½ of the employee's working days in the first year of service and, on completion of the first year's service, 5 of the employee's working days in any period of 2 years; or
- 44.3.2 After the completion of 2 years' continuous service, the available family and community service leave is determined by allowing 1 day's leave for each completed year of service less the total amount of family and community service leave previously granted to the employee.
- 44.4 If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person as described in 1.1.3 of clause 40, Personal/Carer's Leave - August 1996, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- 44.5 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subclause 1.1.3 of clause 40 of this Award shall be granted when paid family and community service leave has been exhausted.

45. Trade Union Leave

- 45.1 The granting of leave with pay will apply to the following activities undertaken by a trade union delegate, as specified below:
- 45.1.1 annual or biennial conferences of the delegate's union;
- 45.1.2 meetings of the union's Executive, Committee of Management or Councils;
- 45.1.3 annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 45.1.4 attendance at meetings called by Unions NSW involving a public sector trade union which requires attendance of a delegate;
- 45.1.5 attendance at meetings called by the Industrial Relations Secretary, as the employer for industrial purposes, as and when required;
- 45.1.6 giving evidence before an Industrial Tribunal as a witness for the trade union;
- 45.1.7 local meetings between the Union and Management

46. Supplementary Labour

- 46.1 The parties to this agreement recognise that at times of peak workloads and when staff are on long term absences there may be a requirement to use supplementary labour in order to meet criteria deadlines.
- 46.2 This supplementary labour may be casual or temporary and;
 - 46.2.1 arranged through or with an Employment Agency of bona-fide contractors; or
 - 46.2.2 in accordance with the provisions of the *Government Sector Employment Act 2013*.
- 46.3 It is not the Department's intention to use supplementary labour as an alternative to filling vacant permanent positions.

47. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 47.1 The entitlement to salary package in accordance with this clause is available to:
 - 47.1.1 permanent full-time and part-time employees;
 - 47.1.2 temporary employees, subject to the Department or agency's convenience; and
 - 47.1.3 casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 47.7.
- 47.2 For the purposes of this clause:
 - 47.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification in Table 1 - Wages of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - 47.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 47.3 By mutual agreement with the Industrial Relations Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - 47.3.1 a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
 - 47.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 47.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 47.5 The agreement shall be known as a Salary Packaging Agreement.
- 47.6 Except in accordance with subclause 7.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Industrial Relations Secretary at the time of signing the Salary Packaging Agreement.
- 47.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
 - 47.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or

- 47.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 47.7.3 subject to the Department or agency's agreement, paid into another complying superannuation fund.
- 47.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 47.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 47.9.1 *Police Regulation (Superannuation) Act 1906;*
- 47.9.2 *Superannuation Act 1916;*
- 47.9.3 *State Authorities Superannuation Act 1987;* or
- 47.9.4 *State Authorities Non-contributory Superannuation Act 1987,*
- the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 47.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 7.9 of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 47.11 Where the employee makes an election to salary package:
- 47.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 47.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this agreement or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee in Table 1 - Wages of this Award if the Salary Packaging Agreement had not been entered into.
- 47.12 The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 47.13 The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

48. Workplace Reform Program

- 48.1 The parties agree that this Award, in providing a single classification and rate of pay for all tradespersons in the Fleet Section, including appropriate allowances, provides appropriate compensation in recognition of multi-skilling and changes made to working arrangements through consultation and cooperation. Workplace reform will continue - but not limited to - the following issues:

Consultation with the parties in relation to the implementation of this Award, and
 Ensuring Equal Employment Opportunity and recognition of merit.

49. Calculations

49.1 In relation to Part B of this Award, and specifically Tables 1, 2 and 3, per week amounts are rounded to the nearest ten cents, per day to the nearest cent, and per hour to the cent.

50. No Extra Claims

50.1 The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

50.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

51. Area, Incidence and Duration

51.1 The Crown Employees (Fire & Rescue NSW Tradespersons) Award 2017 rescinds and replaces the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2016.

51.2 Historically rates of pay and wage related allowances expressed in the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award have had a nexus with the Crown Employees Wages Staff (Rates of Pay) Award and its successors. However, after the date of the making of the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2012 this nexus ceased.

51.3 This Award shall apply to all employees in the classifications specified in Part B, Monetary Rates, Table 1 - Wages in the employment of Fire & Rescue NSW.

51.4 The term of this Award is 1st of July 2017 until 30th of June 2018, and will remain in force thereafter until rescinded.

PART B

MONETARY RATES

Table 1- Wages

Classifications from the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award

Clause 4, Rates of pay Classification	From 1/7/2017 2.5% per week \$
(a) Electrical Department - Automotive Electrical	1083.60
Battery Fitter	1083.60
Electrical Fitter	1086.60
Trades Assistant (Electrical Department)	870.00
Labourer-General (Electrical Department)	700.80
(b) Workshops Department - Blacksmith/Welder	1026.40
Bodymaker	1015.90

Draughtsperson - 1st year	938.30
- 2nd year	980.20
- 3rd year	1026.40
- 4th year	1083.60
- thereafter	1134.90
Welder	1026.40
Fitter and/or Turner	987.90
Motor Mechanic	1015.90
Motor Trimmer	1015.90
Painter (Vehicle)	1015.90
Panel Beater	1015.90
Signwriter (Vehicle)	987.90
Trades assistant (Mechanical Workshops)	839.50
Labourer - General (Mechanical Workshops)	700.80
(c) Boot Factory - Bootmaker	980.20
(d) Building Maintenance Department - Draughtsperson Building services	
- 1st year	1083.60
- 2nd year	1103.60
- 3rd year	1123.60
- 4th year	1143.90
- thereafter	1175.20
Plumber	1026.40
Bricklayer	1015.90
Carpenter	1015.90
Painter	1015.90
Plasterer	1015.90
Labourer - Builders	997.70
(e) Cleaner -	899.00
Stores Assistant	946.50
Sailmaker	987.90
(h) Hose Repair Department - Hose Assembler and Repairer	938.30

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

**Classifications from NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement
2008**

	1/7/2017
	2.5% Per week
	\$
COMMUNICATION SECTION	
Electronic Technician	
- 1st year	1398.20
- 2nd year	1440.30
- 3rd year	1466.00
- 4th year	1497.10
Instrument Maker	1235.70
Radio Mechanic	1179.90
Telephone Mechanic	1179.90
Electronic Tradesperson	1355.30
Electrical Mechanic	1179.90
Trades Assistant	947.70

	1/7/2017
	2.5% per week \$
FLEET SECTION	
Fire Vehicle Repairer	
- 1st Year	1195.50
- Thereafter* (Rate = 1st Year + FEA)	1275.80
Trades Assistant	914.20

*inclusive of the Fire Equipment Allowance after 12 months continuous service.

	1/7/2017
	2.5% per week \$
APPRENTICES**	
- 1st year	478.70
- 2nd year (Rate = 2nd Year + NT FEA)	689.30
- 3rd year (Rate = 3rd Year + NT FEA)	866.30
- 4th year (Rate = 4th Year + NT FEA)	989.70
Adult (Rate = Adult + NT FEA)	989.70

** inclusive in rate after 12 months continuous service an apprentice receives the (Non Trades Staff) Fire Equipment Allowance.

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Table 2 - Other Rates and Allowances

from the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award

Item	Clause 10, Additional Wage Rates	1/7/2017 2.5%
1	10.1 Electricians: An electrician who is the holder of A Grade Licence (per week) B Grade Licence (per week)	47.90 25.80
2	10.2 Lead Burner - The ordinary rates for lead shall be calculated by adding to the rate prescribed for journey person Plumbers in this Award (per hour)	0.88
3	10.3 Plumber when required to act on a Plumbers Licence (per hour)	1.24
4	10.3.2 When required to act on a Gasfitters Licence (per hour)	1.24
5	10.3.3 When required to act on a Drainers Licence (per hour)	1.02
6	10.3.4 When required to act on a Plumbers and Gasfitters Licence (per hour)	1.66
7	10.3.5 When required to act on a Plumbers and Drainers Licence (per hour)	1.66
8	10.3.6 When required to act on Gasfitters and Drainers Licence (per hour)	1.66
9	10.3.7 When required to act on a Plumber's, Gasfitter's and Drainer's Licence (per hour)	2.26
10	10.5 Electric Welding Certificate (per hour)	0.69
11	10.6 Computing Quantities (per day)	5.66
12	10.7 Certificate of Registration (per hour)	0.72

Clause 20. Special Rates		
13	20.3.2 Plasterers working on swing scaffold (per hour)	0.82
14	20.4 Hot Places (per hour)	0.73
15	20.6 Wet Places - Water other than rain (per hour)	0.73
16	20.6.2 Plumber in the rain (per hour)	0.73
17	20.6.3 Knee deep water/mud (per day)	6.19
18	20.7 Swinging Scaffolds for the first four hours or any portion thereof, and for each hour thereafter	5.65 1.13
19	20.8 Plasterers working on swing scaffold (per hour)	0.16
20	20.10 Roof work (per hour)	0.94
21	20.11 Electric Welding (per hour)	0.26
22	20.12 Explosive Powered Tools (per day)	2.60
23	20.13 Scaffolding Rigging (per hour)	0.73
24	20.16 Distant Places - 20.16.1 West and North of State Highway 17 etc (per day) 20.16.2 Western Division (per day) 20.16.3 Snowy River to Dalgety etc (per day)	1.17 1.91 1.91
25	20.18 Painters - burning off paint and applying the first coat (per hour)	0.72
Clause 20.22 Chokages		
26	Chokages (per day or part of a day)	8.04

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Table 3 - Allowances

from NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008

Item	ALLOWANCES	1/7/2017 2.5% \$
1	Team Leader Allowance (per week)	179.70
2	Technician Allowance (per week)	150.60
3	Heavy Vehicle Inspectors Allowance (per day)	2.20
4	On Call Allowance - Monday to Friday (per day)	21.30
5	On Call Allowance - Saturday, Sunday & Public Holidays (per day)	32.42

Item	Clause 20, SPECIAL RATES	1/7/2017 2.5% \$
1	20.1.1 Confined Spaces	1.00
2	20.1.2 Dirty Work	0.85
3	20.3.1 Height Pay - 7.5 metres	0.90
4	20.3.1 Height Pay - every metre beyond	0.27
5	20.5 Insulation Material	0.85
6	20.5 Insulation Material - if Silicate	1.00
7	20.9 Spray Applications (per hour)	0.84
8	20.17.1 Applying Noxious Substances - Epoxy (per hour)	1.00
9	20.17.2 Applying Noxious Substances - Air Conditioning (per hour)	0.64
10	20.17.4 Applying Noxious Substances - Close Proximity (per hour)	0.80
11	20.20 Asbestos Eradication (per hour)	2.79

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Clause 16, TOOL ALLOWANCES	1/7/2016 per week \$
Body maker	30.80
Motor Mechanic	30.80
Painter(Vehicle)	7.50
Panel Beater	30.80
Automotive Electrician	30.80
Electronic Technician	19.46
Instrument Maker	19.46
Radio Mechanic	19.46
Telephone Mechanic	19.46
Fitter	30.80
Electronic Tradesperson	19.46

Apprentices	
Motor Mechanic	30.80
Automotive Electrician	30.80
Fitter	30.80
Electronic Technician	19.46

Increases in the Tool Allowance will be based upon increases expressed in the Crown Employees (Skilled Trades) Award. These amounts will be administratively adjusted when the Crown Employees (Skilled Trades) Award increases.

Clause 18, FIRE EQUIPMENT ALLOWANCE	1/7/2017 2.5% per week \$
Fire Equipment Allowance (FEA) - Trades**	80.40
Fire Equipment Allowance (FEA) - Non Trades	60.10

** At the completion of 12 months continuous service

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Item	Clause 23, MEAL ALLOWANCE	1/7/2016 per meal \$
1	After 1½ hour overtime	14.90
2	Each 4 hours thereafter	12.80

Item	Clause 24, TRAVELLING TIME AND OTHER FARES	1/7/2016 per day \$
1	Other than Builders' Labourers	24.00
2	Employer providing transport	9.60

Item	Clause 34, INSURANCE OF TOOLS	1/7/2016 per day \$
1	Maximum claim for loss of tools	1790.10

Increases in meal allowance, travelling time and other fares and insurance of tools will be based upon increases expressed in the Crown Employees (Skilled Trades) Award. These amounts will be administratively adjusted when the Crown Employees (Skilled Trades) Award increases.

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW POLICE FORCE (NURSES')) AWARD
2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses and Midwives' Association.

(No. IRC 2017/190506)

Before Chief Commissioner Kite

28 June 2017

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Rates of Pay
4.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
5.	Hours of Work
6.	Overtime
7.	Travelling Time
8.	Leave in lieu of overtime
9.	Part-Time Employment
10.	Casual Employment
11.	Public Holidays
12.	Annual Leave
13.	Leave Generally
14.	Introduction of New Technology
15.	Productivity Measures
16.	Clothing Allowance
17.	Disputes/Grievance Settlement Procedures
18.	Anti-Discrimination
19.	Other Conditions of Employment
20.	No Extra Claims
21.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

2. Definitions

"Officer" means and includes all persons employed by the NSW Police Force who as of 2 June 1998 were occupying a position of nurse or who after that date were appointed to such a position.

"Clinical Nurse Consultant" means a registered nurse appointed as such to a position approved by the Commissioner of Police and who has had at least 5 years post-basic registration experience and who has, in addition, approved post-basic nursing qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate by the Commissioner.

"Clinical Nurse Specialist" means a registered nurse with specific post-basic qualifications and twelve months experience working in the clinical area of the nurses specified post-basic qualification; or

A minimum of four years post-basic registration experience, including three years experience in the relevant specialist field.

"Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.

"Nurse" when used in the appropriate context may refer to all classifications of nurses and includes registered nurse, Clinical Nurse Consultant and Clinical Nurse Specialist.

"Association" means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch).

"Service" for the purpose of salaries as set out in Table 1 - Salaries, of Part B, Monetary Rates, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse.

Service deemed to be registered nurse service shall be as set out in Clause 3 Definitions in the Public Health System Nurses' & Midwives' (State) Award made on 30 June 2015 as varied.

"Team Leader" shall mean a registered nurse appointed as such for a nominated period as specified by the employer. Only one registered nurse shall be so appointed at any one location at any one time. Team leaders shall carry out such supervisory and resource management duties as are reasonably required and shall receive an allowance as set out in Item 1 of Table 2 - Allowances, of Part B.

3. Rates of Pay

Subject to their classification nurses shall be paid per week not less than the amounts prescribed in Table 1 - Salaries, of Part B, Monetary Rates.

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

4.1 The entitlement to salary package in accordance with this clause is available to:

- (a) permanent full-time and part-time employees;
- (b) temporary employees, subject to the NSW Police Force's convenience; and
- (c) casual employees, subject to the NSW Police Force's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 4.7.

4.2 For the purposes of this clause:

- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by Clause 3, Rates of Pay and Part B to this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

- 4.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Commissioner; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Commissioner for the benefit provided to or in respect of the employee in accordance with such agreement.
- 4.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 4.5 The agreement shall be known as a Salary Packaging Agreement.
- 4.6 Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.
- 4.7 When an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- 4.8 Where the employee makes an election to salary sacrifice, the NSW Police Force shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 4.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,
- the NSW Police Force must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 4.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 4.9 of this clause, the NSW Police Force must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the NSW Police Force may be in excess of superannuation guarantee requirements after the wage packaging is implemented.
- 4.11 Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

- (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under Clause 3, Rates of Pay and Part B, to this Award if the Salary Packaging Agreement had not been entered into.
- 4.12 The Commissioner may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 4.13 The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Wage Packaging Agreement.

5. Hours of Work

- 5.1 The ordinary hours of work shall be as follows:
- a. For nurses employed after 1 July 1996 the ordinary hours shall be 152 hours per 28 days to be worked on a maximum of 19 days in any such period.
 - b. For nurses employed as at 1 July 1996 the ordinary hours shall, by historical concession of the employer, continue to be 140 hours per 28 days.
- 5.2 Ordinary hours shall be worked between the hours of 8.00 am and 6.30 pm, Monday to Sunday inclusive, and shall not exceed 10 hours on any one shift.
- 5.3 Except by mutual agreement an employee shall not work more than 7 consecutive shifts, and days off shall consist of two or more consecutive days.
- 5.4 Employees required to work on a Saturday or Sunday shall be paid the following percentages in addition to the ordinary rate for such shift:
- Saturday 50%
 - Sunday 75%
- 5.5 Ordinary hours rostered on a Saturday or Sunday shall be for a minimum shift length of 6 hours.
- 5.6 A nurse attending a country police centre may, due to the police rostering arrangements, be required to commence ordinary hours of work at a time before 8.00am but not before 6.00am, provided that the nurse does not have to travel to the centre on that day before commencing duty.
- 5.7 A nurse shall not be required to work for more than 5 hours without a meal break of not less than 30 minutes and not more than 60 minutes. Any time approved to be worked during such break shall count as working time and, unless the employee is permitted to finish duty early on the same shift, then such time shall be paid for at overtime rates.
- 5.8 Where a nurse is required to remain on call for duty during a meal break, the nurse shall be paid an allowance as set out in Item 2 of Table 2 - Allowances, of Part B, Monetary Rates.

6. Overtime

- 6.1 Subject to 6.2 an employer may require an employee to work reasonable overtime at overtime rates.

- 6.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable. What is unreasonable or otherwise will be determined having regard to:
- a. any risk to employee health and safety;
 - b. the employee's personal circumstances including any family and carer responsibilities;
 - c. the needs of the workplace or enterprise;
 - d. the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - e. any other relevant matter.

except as provided for in subclause 6.4 of this Clause:

- 6.3 All time approved to be worked in excess of the rostered daily hours of work shall be overtime and be paid for at time and a half for the first two hours and double time thereafter. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on a public holiday at the rate of double time and a half. Each shift shall stand alone.
- 6.4 For officers whose ordinary hours of work are prescribed by paragraph (b) of subclause 5.1 of Clause 5, Hours of Work, overtime does not become payable until the officer works in excess of 152 hours in any 28 day roster period.

Notwithstanding that, such officers shall normally be rostered on the basis of an average of 35 hours per week (140 hours each 28-day roster period), and shall only be required to work in excess of those hours in situations of an emergent nature or otherwise unavoidable circumstances.

7. Travelling Time

- 7.1 The parties agree that any travelling or waiting time properly and necessarily incurred by officers in the performance of their duty, in accordance with the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009, shall be compensated by time off in lieu.
- 7.2 Travelling time and waiting time shall not accrue to officers employed in accordance with paragraph (b) of subclause 5.1 of Clause 5, Hours of Work, until the officer has worked, travelled or waited (in accordance with the provisions of Clause 29, Excess Travelling Time, and Clause 30, Waiting Time, of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009, in excess of 152 hours in any 28-day roster period.

8. Leave in Lieu of Overtime

- 8.1 An officer who, with the approval of the NSW Police Force, works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of the time so worked. Such leave in lieu shall accrue at the rates specified for overtime.

Provided that:

- a. Where the officer elects to receive leave in lieu of payment such leave in lieu shall be taken at a time mutually agreed between the officer and the NSW Police Force.
- b. Such leave in lieu shall be taken in multiples of a quarter day only.
- c. Subject to the convenience of NSW Police Force leave in lieu shall be taken within 3 months of the date of accrual, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an officer may elect to have such leave in lieu added to annual leave.

- d. An officer shall be entitled to payment for the balance of any overtime entitlement not taken as leave in lieu.

9. Part-Time Employment

- 9.1 A part-time officer is one who is engaged to work a specified number of hours which are less than those prescribed for a full-time officer.
- 9.2 A part-time officer shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed in Table 1 - Salaries, of Part B, Monetary Rates, and one thirty-eighth of the amount as set out in Item 3 of Table 2 - Allowances, of the said Part B.
- 9.3 Annual leave and sick leave entitlements shall be calculated on a pro-rata basis of the average weekly ordinary hours worked over the 12 months qualifying period.
- 9.4 Overtime shall apply only to hours approved to be worked in excess of the ordinary full-time hours for full-time officers in that section on any one day and to all hours approved to be worked in excess of 38 hours in any one week.
- 9.5 Officers engaged under this clause shall be entitled to all other benefits of this award in the same proportion as their ordinary hours of work bear to full-time hours.

10. Casual Employment

- 10.1 The parties agree that officers may be employed on a casual basis to suit the needs of the NSW Police Force.
- 10.2 The hourly rate for a casual officer shall be calculated on the following basis:

$$\frac{\text{appropriate weekly rate}}{38} + 10\%$$

- 10.3 A casual officer shall in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of annual leave.
- 10.4 A minimum payment of 3 hours shall be made for each engagement.
- 10.5 A casual officer shall be paid for all hours worked and consistent with the provisions of subclause 10.3 of this clause, shall not accrue an entitlement to annual leave.
- 10.6 Casual officers shall be entitled to pro rata payment, based on the hours worked, of the clothing allowance as set out in Item 3 of Table 2 - Allowances, of Part B, Monetary Rates.
- 10.7 Casual officers are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the Industrial Relations Act 1996. The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

The Commissioner must not fail to re-engage a regular casual officer (see section 53(2) of the Act) because:

- (a) the officer or officer's spouse is pregnant; or
- (b) the officer is or has been immediately absent on parental leave.

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

10.8 Personal Carers entitlement for casual officers

- (a) Casual officers are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.
- (d) The casual officer shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

In normal circumstances, a casual officer must not take carer's leave under this subclause where another person had taken leave to care for the same person.

10.9 Bereavement entitlements for casual officer

- (a) Casual officers are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence.
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.

11. Public Holidays

- 11.1 Public holidays shall be allowed to full-time officers on full pay and to part-time officers on full pay (i.e., their normal rate of pay for each day) if normally rostered on duty on such day. An employee who is required to and does work ordinary hours on a public holiday shall be paid for the time actually worked at the rate of time and one-half in addition to the officers ordinary salary rate.
- 11.2 Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

12. Annual Leave

- 12.1 Officers shall be entitled to four weeks annual leave on full pay at the completion of each 12 months service.
- 12.2 In addition to the leave prescribed in subclause 12.1 of this Clause, officers who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or Public Holidays during the qualifying period of employment for annual leave Additional purposes	Annual Leave
4 to 10 days	1 day
11 to 17 days	2 days
18 to 24 days	3 days
25 to 31 days	4 days
32 or more days	5 days

Provided that an officer may elect to be paid when proceeding on annual leave an amount equivalent to the value of the officers additional leave entitlement in lieu of taking the additional annual leave. Such election is to be made in writing by the officer at the commencement of each leave year and is irrevocable during the currency of that year of employment.

- 12.3 As a general principle, annual leave will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.
- 12.4 Consistent with the Personnel Handbook of the NSW Public Service, the parties agree that a block of two weeks recreation leave shall be taken each year unless insufficient paid leave is available.
- 12.5 Where in emergency circumstances, officers are granted leave for a period of less than 1 week, 95 per cent of the actual rostered hours shall be deducted from the annual leave entitlement for each working day absent, for officers working an average of 38 hours per week over a roster period, and 7 hours for officers working 35 hours per week average over a roster period. Officers shall be credited with 100 per cent of the rostered working hours for each day of leave taken under this subclause.

13. Leave Generally

- 13.1 Any form of leave, with the exception of annual leave taken in accordance with subclause 12.5 of Clause 12, Annual Leave, taken for a full day on any day which would otherwise be a day upon which work was directed shall be counted as 1/5 of the appropriate weekly hours for the purpose of accruing hours towards the 152 hours or 140 hours of ordinary working time in any 28-day roster period prescribed within subclause 6.1 of Clause 6, Overtime. Any short-fall in hours worked caused by the application of this subclause shall be made up at a mutually convenient time in either the current or the next roster period.
- 13.2 Days on which public holidays fall which would otherwise be a directed day of work shall be counted as 1/5 of the appropriate weekly hours prescribed within subclause 5.1 of Clause 5, Hours of Work.
- 13.3 Where this award is silent, the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 will apply.

14. Introduction of New Technology

The parties agree to co-operate fully in the implementation and/or trialling of new technology which may become available to facilitate the work of officers.

15. Productivity Measures

- 15.1 Nursing staff will review nursing documentation to ensure that the documentation meets current NSW Police Force needs and that documentation is maintained at a satisfactory level.
- 15.2 Nursing staff will review nursing protocols to ensure that they are in line with current nursing practice and appropriate to the needs of NSW Police Force.
- 15.3 Nursing staff will review purchasing procedures in conjunction with the Department Head to ensure a minimal degree of wastage.

16. Clothing Allowance

Officers shall no longer be required to wear a uniform. In lieu of a uniform allowance, officers shall receive a clothing allowance per week as set out in Item 3 of Table 2 - Allowances, of Part B, Monetary Rates.

17. Disputes/Grievance Settlement Procedure

- 17.1 The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.
- 17.2 This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.
- 17.3 Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented. Parties should also be committed to following the procedure with as much timeliness as possible.
- 17.4 The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:
- (a) Where a dispute/grievance arises at a particular work location discussions, including the remedy sought, shall be held as soon as possible, and in any event within two working days of such notification, between the officer concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
 - (b) Failing resolution of the issue, further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual employee(s) and at their request the local Association delegate or workplace representative and the supervising officer.
 - (c) If the dispute is not resolved at that stage the matter is to be referred to the Employee Relations Unit of the NSW Police Force, who will assume responsibility for liaising with Senior Executive Members of the NSW Police Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
 - (d) The matter will only be referred to the Industrial Relations Commission if:
 - (i) The final decision of the Commissioner of Police does not resolve the dispute/grievance; or
 - (ii) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Employee Relations Unit, or other agreed time frame.
- 17.5 At no stage during a dispute that specifically relates to this Award may any stoppage of work occur or any form of ban or limitation be imposed.
- 17.6 In cases where a dispute is premised on an issue of safety, consultation between the New South Wales Nurses Association and the Employee Relations Unit should be expedited. The status quo shall remain until the matter is resolved.

18. Anti-Discrimination

- 18.1 It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 18.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the

provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its term or operation, has a direct or indirect discriminatory effect.

18.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

18.4 Nothing in this clause is to be taken to affect:

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

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

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

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

19. Other Conditions of Employment

Where this award is silent the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 will apply.

20. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

21. Area, Incidence and Duration

21.1 This Award shall apply to Nurses employed by NSW Police Force.

21.2 This Award shall operate from the beginning of the first full pay period to commence on or after 1 July 2017, and shall remain in force until 30 June 2018.

21.3 This Award rescinds and replaces the Crown Employees (NSW Police Force (Nurses')) Award 2016 published 29 July 2017 (380 I.G. 125).

21.4 This Award remains in force until varied or rescinded for the period for which it was made.

PART B
MONETARY RATES

Table 1 - Salaries

Registered Nurse	2.5% FFPP 1.7. 17 \$
1st Year	1,119.50
2nd Year	1,181.10
3rd Year	1,241.90
4th Year	1,307.10
5th Year	1,372.20
6th Year	1,436.00
7th Year	1,509.90
8th Year	1,572.80
Clinical Nurse Specialist	
1st Year and thereafter	1,637.10
Clinical Nurse Consultant	
1st Year and thereafter	2,012.80

Incremental Progression - The payment of an increment is subject to the satisfactory conduct of and the satisfactory performance of duties by the officer, as determined by the Commissioner of Police.

Table 2 - Allowances

Item No	Clause No	Description	2.5% FFPP 1.7.17 \$
1	2 Definitions	Team leader allowance per shift	27.50
2	5.8 Hours of Work	On-call allowance during a meal break	13.78
3	16 Clothing Allowance	Clothing allowance per week	7.50

P.KITE, Chief Commissioner

CROWN EMPLOYEES (POLICE MEDICAL OFFICERS - CLINICAL FORENSIC MEDICINE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Salaried Medical Officers' Federation (New South Wales), Industrial Organisation of Employees.

(No. 2017/195732)

Before Chief Commissioner Kite

7 July 2017

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries and Progression
4.	Other Conditions of Employment
5.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
6.	Anti-Discrimination
7.	No Further Claims
8.	Grievance and Dispute Settlement Procedure
9.	Redundancy
10.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

This award shall be known as the Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State) Award.

2. Definitions

"Award" means the Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State) Award.

"Commissioner" means the Commissioner of Police in New South Wales, or any person duly appointed to act in such position from time to time.

"Federation" means the Australian Salaried Medical Officers' Federation (New South Wales).

"Head, Clinical Forensic Medicine Section" shall be a person qualified to be a Police (Forensic) Medical Officer appointed on the basis of merit selection on the occurrence of a vacancy as the clinical and administrative Head of the Clinical Forensic Medicine Section.

"Higher Qualification" means any such qualification obtained by a Police (Forensic) Medical Officer subsequent to graduation which is recognised as a higher qualification by the employer for the purposes of qualifying an employee for access to the higher qualification allowance applicable under subclause 3.3 of clause 3, Salaries and Progression. This may include:

- (a) post-graduate university degrees and diplomas recognised by the Medical Council of New South Wales as qualification; or
- (b) membership or fellowship of the Royal College or Royal Australasian College of Physicians; or
- (c) such other post-graduate qualification obtained by examination and recognised by the Medical Council of New South Wales, including fellowship of the Royal Australian College of General Practitioners.

"NSW Police Force" means New South Wales Police Force established by the *Police Act 1990*, (NSW).

"Police (Forensic) Medical Officer" means a non-executive administrative officer within the terms of the *Police Act 1990*, who is a person licensed or registered by the Australian Health Practitioner Regulation Agency.

"Officer" means a Police (Forensic) Medical Officer, as defined.

3. Salaries and Progression

3.1 The salaries set out in Table 1, of Part B of this award shall have effect from the date contained therein.

Police (Forensic) Medical Officer, Grade 1 shall be a medical practitioner with a minimum four years post-graduation experience. Such officers shall undertake a training period supervised by a suitable experienced and qualified Police (Forensic) Medical Officer, Grade 3 (or, in the event that no such officers are employed, a Police (Forensic) Medical Officer, Grade 2) until such time as the Police (Forensic) Medical Officer, Grade 1, is accepted as an expert in the practice of Clinical Forensic Medicine. The period of training and supervision will be not less than six months.

Police (Forensic) Medical Officer, Grade 2 shall be a medical practitioner accepted as an expert in the practice of Clinical Forensic Medicine.

Police (Forensic) Medical Officer, Grade 3 shall be a medical practitioner who has served a minimum of three years as a Police (Forensic) Medical Officer, Grade 2 and who is accepted as an expert in the practice of Clinical Forensic Medicine, and who:

- (a) has attained the necessary experience and skills to supervise and train, as appropriate, Police (Forensic) Medical Officer, Grade 1; and
- (b) has attained the necessary experience and skills to plan, review and implement training courses, as appropriate, in relevant practice areas including, but not limited to, safe custody care, breath analysis and drugs training.

3.2 Nature of Salaries - The parties recognise that the rates of pay prescribed in subclause 3.1 of this clause contain a component which takes into account all the incidents of employment, including the need to be on-call, call-outs, overtime, travelling time and waiting time, and including the expenses incurred in taking telephone calls at the Officer's residence.

3.3 Higher Qualification Allowance - The salaries prescribed in subclause 3.1 of this clause for the classifications only of Police (Forensic) Medical Officer, Grade 1, Grade 2 and Grade 3, shall be increased by the amount of \$2500 per annum, for any Officer who holds a higher qualification as defined which, in the opinion of the Commissioner of Police, is an appropriate higher qualification with respect to the practice of Clinical Forensic Medicine as carried out in the NSW Police.

- 3.4 Progression - Progression Between Grades- Progression between the grades of Police (Forensic) Medical Officer will be determined by a representative committee comprised of representatives from the following organisations, or their successors from time to time, or class of persons:

Two persons representing the Commissioner of Police;

Head of the Clinical Forensic Medicine Section;

One person from the Institute of Forensic Medicine;

One person from the Office of the NSW Director of Public Prosecutions;

A Police Prosecutor with a minimum of ten years standing as a Police Prosecutor;

One person from the Federation;

One person from an Area Health Service.

Such progression shall also be subject to the Commissioner certifying that the conduct and services of the officer are satisfactory.

- 3.5 The parties agree that the productivity provisions contained within the document known as the Cooperative Negotiation Agenda which was agreed between the Public Service Association and the Public Employment Office and other employers to the Crown Employees (Public Sector Salaries) Award, shall apply to the parties to this award to the extent reasonably appropriate.

4. Other Conditions of Employment

Where this award is silent, the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 as amended from time to time will apply.

5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
- (a) permanent full-time and part-time officers;
 - (b) temporary officers, subject to New South Wales Police Force convenience; and
 - (c) casual officers, subject to New South Wales Police Force convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the officer's classification by clause 3, Salaries and Progression, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Commissioner, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Commissioner, and

- (b) an amount equal to the difference between the officer's salary, and the amount specified by the Commissioner for the benefit provided to or in respect of the officer in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Salary Packaging Agreement.
- (vii) Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
 - (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to New South Wales Police Force agreement, paid into another complying superannuation fund.
- (viii) Where the officer makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
 - (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

New South Wales Police Force must ensure that the officer's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- (x) Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, New South Wales Police Force must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by New South Wales Police Force may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the officer makes an election to salary package:
 - (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate

of pay which would have applied to the officer under clause 3, Salaries and Progression, or Part B of this Award if the Salary Packaging Agreement had not been entered into.

- (xii) New South Wales Police Force may vary the range and type of benefits available from time to time following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) New South Wales Police Force will determine from time to time the value of the benefits provided following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement.

6. Anti-Discrimination

- 6.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- 6.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 6.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 6.4 Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 6.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

7. No Further Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

8. Grievance and Dispute Settlement Procedure

The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:

- (i) Where a dispute/grievance arises discussions, including the remedy sought, shall be held as soon as possible, and in any event within two working days of such notification, between the officer(s) concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
- (ii) Failing resolution of the issue, further discussions shall take place as soon as possible and in any event within two working days of such failure, between the individual officer(s) and, at their request, the local Federation delegate or workplace representative and the relevant Commander.
- (iii) If the dispute/grievance remains unresolved the officer(s), local delegate or workplace representative or the relevant Commander may refer the matter to the HR Manager, Office of the Deputy Commissioner, Specialist Operations, for discussion. Those discussions should take place as soon as possible and in any event within two working days of such referral.
- (iv) If the dispute is not resolved at that stage, the matter is to be referred to the Employee Relations Unit of the NSW Police Force who will assume responsibility for liaising with Senior Executive Members of the Service and the Federation and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
- (v) During the process outlined above, the status quo will be maintained.

The matter will only be referred to the Industrial Relations Commission of New South Wales if:

- (a) the final decision of the Commissioner of Police does not resolve the dispute/grievance; or
- (b) the final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Employee Relations Unit, or other agreed time frame.

At no stage during a dispute that specifically relates to this award may any stoppage of work occur or any form of ban or limitation be imposed.

Safety Issues - Procedures - In cases where a dispute is premised on an issue of safety, consultation between the Federation and the Industrial Relations Directorate should be expedited. The status quo shall remain until such matter is resolved.

General - The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.

This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.

Throughout each stage, parties involved should ensure that the relevant facts are clearly identified and documented and that the procedures are followed promptly.

9. Redundancy

The provisions of Premier's Memorandum 2011/11, as amended from time to time, shall apply.

10. Area, Incidence and Duration

10.1 This award rescinds and replaces the Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State) Award published 14 September 2012 (374 I.G. 954), as varied on 14 July 2016 pursuant to the Award variation process under section 17 of the *Industrial Relations Act 1996*.

10.2 This award shall continue to apply to officers employed within the Clinical Forensic Medicine section of the NSW Police as at 5 August 1996 or to persons who are subsequently employed within the Clinical Forensic Medicine Section. Except where inconsistent with this award, the provisions of any other existing determinations or awards will continue to apply.

10.3 This Award will take effect from 1 July 2017. The Award will remain in force for the period to 30 June 2018 or until varied or rescinded in accordance with the provisions of *Industrial Relations Act 1996*.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	From the First Full Pay Period on or after 01/07/2017 \$ 2.5%
Police (Forensic) Medical Officer, Grade 1 - 4 years, less than 5 years post - graduate experience 5 years, less than 6 years post - graduate experience	123,788 130,186
Police (Forensic) Medical Officer, Grade 2 - 1st year 2nd year 3rd year and thereafter	142,999 149,395 155,801
Police (Forensic) Medical Officer, Grade 3 - 1st year 2nd year 3rd year and thereafter	168,607 177,139 185,681
Head, Clinical (Forensic) Medicine Section - 1st year 2nd year	198,483 202,754

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

(240)

SERIAL C8685

**CROWN EMPLOYEES NSW ADULT MIGRANT ENGLISH SERVICE
(TEACHERS AND RELATED EMPLOYEES) AWARD 2014**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education.

(No. 2017/177602)

Before Chief Commissioner Kite

20 June 2017

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees NSW Adult Migrant English Service (Teachers and Related Employees) Award 2014 published 27 November 2015(378 I.G. 4) as varied, be rescinded on and from 20 July 2017.

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES NURSES' (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(No. 2017/190983)

Before Chief Commissioner Kite

28 June 2017

AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	General Conditions of Employment
4.	Salary Rates
5.	Overtime
6.	Penalty Payments for Shift Work and Weekend Work
7.	Public Holidays
8.	Annual Leave
9.	Grading of Nurse / Midwife Manager
10.	Dispute Resolution Procedures
11.	Anti-Discrimination
12.	Personal Carer's Leave
13.	Area, Incidence and Duration
14.	No Extra Claims
15.	Savings Clause
16.	Career Break Scheme
17.	Commitments During the Life of this Award

PART B

MONETARY RATES

Table 1 - Salaries

PART A

2. Definitions

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

The "Association" means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch) of 50 O'Dea Avenue, Waterloo, New South Wales.

"Career Break Scheme" means a scheme where employees may apply for an option to defer twenty per cent of their salary for four years, and be paid this deferred salary in the fifth year.

"Consultation" means that the employer must notify the Association of the proposal or issue in question, give the Association adequate time to consider the matter and respond to the employer, and the Association's views (where expressed) must be taken into account by the employer in arriving at a decision.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00a.m. and before 10.00a.m. otherwise than as part of the shift system.

"Employee" means for the purpose of this award, a person who holds a position for which a nursing qualification is an essential requirement and is employed as a public servant within the NSW Ministry of Health or in a Division of the Government Service as per Schedule 1 of the Government Sector Employment Act 2013 where the Secretary, NSW Health is the Agency Head.

Registered Nurse/Midwife, Nurse/Midwife Educator, Nurse/Midwife Manager, Nursing/Midwifery Unit Manager, Clinical Nurse/Midwife Educator, Clinical Nurse/Midwife Specialist, Clinical Nurse/Midwife Consultant and Nurse/Midwife Practitioner shall all have the same meaning as defined in the Public Health System Nurses' and Midwives' (State) Award 2017.

"Employer" for the purposes of this award, in respect of nurses employed pursuant to the *Government Sector Employment Act 2013*, is a reference to the NSW Ministry of Health and, in respect of public servants, is a reference to the Director of Public Employment - and any person authorised to exercise the functions of the employer on behalf of the Director of Public Employment.

"Shift Worker" means a worker who is not a day worker as defined.

3. General Conditions of Employment

Except as otherwise provided in this award:

- (a) Employees shall be entitled to, and shall observe, the conditions of employment applicable to public servants, i.e. the conditions of employment covering officers employed in organisations listed in Schedule 1 of the *Government Sector Employment Act 2013* and the Regulations as contained from time to time in the Public Service Handbook and/or the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied from time to time.

4. Salary Rates

The minimum salaries per week to be paid to employees shall be as set out in Table 1 - Salaries of Part B, Monetary Rates.

5. Overtime

- (a) Subject to subclause (b) an employer may require an employee to work reasonable overtime.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purpose of subclause (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) the risk to the employee's health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the facility;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

- (d) This clause shall not apply to Nurse Managers classified at Grade 4 or above.
- (e) Overtime shall be paid for time worked in excess of 152 hours over each four weekly period provided that the performance of such overtime is authorised by the employer.
- (f) In assessing payment for authorised time worked in excess of 152 hours over each four weekly period, time should stand alone in excess of each normal shift and be calculated in accordance with subclause (g) of this clause.
- (g) Authorised overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that all authorised overtime worked on Sundays shall be paid at the rate of double time and on public holidays at the rate of double time and one half.

6. Penalty Payments for Shift Work and Weekend Work

- (a) This clause shall not apply to Nurse Managers classified at Grade 4 or above.
- (b) In addition to the rates prescribed by this award, officers authorised by the employer to perform work on a shift basis and/or weekends and public holidays shall be paid for all time other than overtime worked at the following prescribed penalty:
 - (i)
 - (1) On afternoon shift, commencing at or after 10.00 a.m. and before 1.00 p.m. at the rate of ten per cent extra.
 - (2) On afternoon shift, commencing at or after 1.00 p.m. and before 4.00 p.m. at the rate of 12 ½ per cent extra.
 - (3) On night shift, commencing at or after 4.00 p.m. and before 4.00 a.m. at the rate of 15 per cent extra.
 - (4) On night shift, commencing at or after 4.00 a.m. and before 6.00 a.m. at the rate of ten per cent extra.
 - (ii)
 - (1) Between midnight Friday and midnight Saturday at the rate of half-time extra.
 - (2) Between midnight Saturday and midnight Sunday at the rate of three-quarter time extra.
 - (3) Provided that these weekend rates in this subclause shall be in substitution for and not cumulative upon the shift penalties prescribed in subclause (i) of this clause.
 - (iii) Between midnight to the following midnight on a public holiday at the rate of half time extra in substitution for and not cumulative upon the shift premiums prescribed in subclause (i) and (ii) of this clause.

7. Public Holidays

- (a) Public holidays shall be allowed to employees on full pay. An employee who is required to and does work on a public holiday shall be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. Provided that, if an employee so elects, he/she may have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked.

- (b) Where a public holiday occurs on a shift worker's rostered day off, he or she shall be paid one day's pay in addition to the weekly rate or, if the employee so elects, have one day added to his or her period of annual leave.

8. Annual Leave

Nurse Managers classified at Grade 4 or above are entitled to annual leave as set out in subclause (a) to (d) of this clause. All other employees are entitled to annual leave in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied from time to time.

- (a) Twenty ordinary working days' annual leave per annum; and,
- (b) If they work on a public holiday as defined in the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied from time to time:
 - (i) the provisions of clause 7, Public Holidays; or
 - (ii) by agreement between the employee and the employer, time in lieu of each public holiday or half public holiday so worked, to be taken at a time agreed between the employee and the employer.
- (c) The benefits of the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied from time to time, shall not apply to Nurse Managers classified at Grade 4 or above.
- (d) The employer must pay to all employees annual leave loading in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied from time to time.

9. Grading of Nurse/Midwife Manager

Grading provisions of the Public Health System Nurses' and Midwives' (State) Award 2017 apply to all positions of Nurse / Midwife Manager covered by this award.

10. Dispute Resolution Procedures

- (a) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (b) Where a dispute arises, regardless of whether it relates to an individual employee or to a group of employees, the matter must be discussed in the first instance by the employee(s) or the Association on behalf of the employee(s) if the employee(s) so requests and the immediate supervisor of that employee(s).
- (c) If the matter is not resolved within a reasonable time it must be referred by the employees immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the employee(s) to the Association's head office. Discussions at this level must take place and be concluded within two working days of referral or such extended periods as may be agreed.
- (d) If the matter remains unresolved, the Association must then confer with the appropriate level of management, depending on the nature and extent of the matter. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If these procedures are exhausted without the matter being resolved, or if any of the time limits as set out in this clause are not met, either the Association or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission of New South Wales for its assistance in resolving the issue.
- (f) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.

(g) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:

(i) immediately before the issue arose; or

(ii) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

(h) Throughout all stages of these procedures, adequate records must be kept of all discussions.

(i) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

11. Anti-Discrimination

(a) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

(b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

(c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

(d) Nothing in this clause is to be taken to affect:

(i) any conduct or act which is specifically exempted from anti-discrimination legislation;

(ii) offering or providing junior rates of pay to persons under 21 years of age;

(iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

(iv) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

NOTES -

(a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

12. Personal Carer's Leave

The provisions of Clause 85, Sick Leave to Care for a Family member, of the Crown Employees (Public Service Conditions of Employment) Award 2009, shall apply.

13. Area, Incidence and Duration

- (a) This award applies to all employees as defined in clause 2, Definitions employed as a public servant within the NSW Ministry of Health or in a Division of the Government Service as per Schedule 1 of the *Government Sector Employment Act 2013*, as varied from time to time, where the Secretary, NSW Health is the Agency Head.
- (b) This Award rescinds and replaces the Crown Employees Nurses' (State) Award 2015 and all variations thereof.
- (c) This Award was made 28 June 2017. It shall remain in force until 30 June 2018.

14. No Extra Claims

The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

15. Savings Clause

It is the intention of the parties that this award be a consolidation of the industrial instruments applicable immediately prior to the making of this Award. Unless otherwise agreed, it is not the intention of the parties that any existing conditions of employment be removed. This does not preclude any regrading of positions that may arise from job evaluation exercises.

16. Career Break Scheme

- (i) The career break scheme allows employees to defer twenty per cent of their salary for four years, and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into an account in the employee's name each pay period for payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law. The employer and employee will agree in writing prior to the commencement of the career break on the specific method and conditions under which the deferred salary will be withheld.
- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.
- (iv) The NSW Ministry of Health will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year. The timing of the invitation of applications is to be determined by the public health organisation but in any event will not be later than 31st December 2007 for the initial commencement year.
- (v) The NSW Ministry of Health will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or

not approve requests after considering workforce needs. This will be done in consultation with employees. The NSW Ministry of Health will not unreasonably refuse any application by an employee to participate in the career break scheme.

- (vi) For members of the State Superannuation Scheme (SSS) the NSW Ministry of Health will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.
- (vii) For members of the State Authorities Superannuation Scheme (SASS) the NSW Ministry of Health will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.
- (viii) For members of other complying funds (eg First State Superannuation, HESTA, HIP) the NSW Ministry of Health will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.
- (ix) Employees will continue to pay all personal employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
- (x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.
- (xi) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
- (xii) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (xiii) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.
- (xiv) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave. In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.
- (xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (xvi) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the employer, and will be paid all monies in the account.

- (xvii) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
- (xviii) Subject to approval by the NSW Ministry of Health an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year employees are not permitted to undertake work in the NSW Ministry of Health in positions covered by the Award. However, this does not prevent work in the NSW Ministry of Health in another position not covered by the Award.
- (xix) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive NSW Ministry of Health position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.
- (xx) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the employer, to be signed prior to the commencement of the five year period.
- (xxi) A review of the operation of this clause will occur by a date agreed between the parties. That review will be undertaken by the Ministry of Health and the Nurses' Association and will consider any recommendations to vary the Scheme.

17. Commitments During the Life of This Award

- (i) The Association commits to continuing co-operation with and, where requested, participation in, NSW Health efficiency and productivity improvement initiatives, including those set out below:
 - a) better demand management through Medical Assessment Units, Community Service Packages, and Community Acute/Post Acute Care;
 - b) improved Severe Chronic Disease Management (SCDM);
 - c) implementation of Electronic Medical Records, Electronic Medication Management, and Computerised Physician Order Entry;
 - d) enhanced Healthcare Associated Infections (HAI) control;
 - e) improved clinical hand-over procedures;
 - f) reduction in medication errors;
 - g) increased utilisation of Telehealth, enabling rural and remote hospitals to access advice and specialised skills to minimise treatment delays and reduce patient transfers;
 - h) improved Nursing/Midwifery Unit Manager capabilities;
 - i) improved Drug & Alcohol Consultation liaison;
 - j) improved Management of Patient Deterioration;
 - k) management of ambulatory care sensitive conditions;
 - l) implementing the new rostering system, in particular co-operating in learning and applying the new system; and
 - m) continuation of changes to ensure consistency in approach to skill mix and classifications, including use of nurse practitioners, senior clinical nurses, enrolled nurses and assistants in nursing. One of the clinical areas to be reviewed to ensure appropriate skill mix is in operating theatres.

- (ii) The Association commits to continuing co-operation with and, where requested by the Ministry, participation in, the following initiatives:
- a) better discharge management planning to facilitate earlier discharges and other improved patient flow strategies;
 - b) trialling and/or implementation of new models of care, such as Urgent Care Centres and the Surgery Futures project, which includes establishment of high volume short stay surgery centres and improved separation of emergency from planned surgery;
 - c) operating theatre redesign to move procedures not needing a full operating theatre environment to procedure rooms and ambulatory care centres;
 - d) implementation of programs to facilitate rapid assessment of patients from residential aged care facilities;
 - e) the Pharmacy Reform program, in particular the review of nursing roles in medication management (including transition to home and general business processes) and implementation of any recommended changes; and
 - f) operationalising Supervision for Safety principles within existing staffing.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	FFPP 01/07/2017 per week
Registered Nurse/Midwife	
1st Year	\$1,170.80
2nd Year	\$1,234.40
3rd Year	\$1,298.10
4th Year	\$1,366.40
5th Year	\$1,434.30
6th Year	\$1,501.80
7th Year	\$1,579.00
8th Year and Thereafter	\$1,644.00
Clinical Nurse/Midwife Specialist	
Grade 1 - 1st Year and Thereafter	\$1,710.80
Grade 2 - 1st Year	\$1,837.80
Grade 2 - 2nd Year and Thereafter	\$1,898.10
Clinical Nurse/Midwife Consultant	
Appointed prior to 31.12.99	\$2,103.80
Grade 1 - 1st Year	\$2,056.50
Grade 1 - 2nd Year and Thereafter	\$2,098.50
Grade 2 - 1st Year	\$2,140.10
Grade 2 - 2nd Year and Thereafter	\$2,182.60
Grade 3 - 1st Year	\$2,266.40
Grade 3 - 2nd Year and Thereafter	\$2,308.50
Clinical Nurse/Midwife Educator	
Year 1	\$1,780.00
Year 2 and Thereafter	\$1,837.80
Nurse/Midwife Educator	
4th Year as at 1/7/08	\$2,103.80
Grade 1 - 1st Year	\$1,999.40

Grade 1 - 2nd Year and Thereafter	\$2,056.50
Grade 2 - 1st Year	\$2,140.10
Grade 2 - 2nd Year and Thereafter	\$2,182.60
Grade 3 - 1st Year	\$2,266.40
Grade 3 - 2nd Year and Thereafter	\$2,308.50

Classification	FFPP 01/07/2017 per week
Nurse/Midwife Practitioner	
1st Year	\$2,266.40
2nd Year	\$2,308.50
3rd Year	\$2,367.40
4th Year and Thereafter	\$2,426.70
Nursing/Midwifery Unit Manager	
Level 1	\$2,062.40
Level 2	\$2,160.10
Level 3	\$2,218.30
Nurse/Midwife Manager	
Grade 1 - 1st Year	\$2,056.50
Grade 1 - 2nd Year and Thereafter	\$2,098.50
Grade 2 - 1st Year	\$2,140.10
Grade 2 - 2nd Year and Thereafter	\$2,182.60
Grade 3 - 1st Year	\$2,266.40
Grade 3 - 2nd Year and Thereafter	\$2,308.50
Grade 4 - 1st Year	\$2,392.30
Grade 4 - 2nd Year and Thereafter	\$2,434.30
Grade 5 - 1st Year	\$2,517.80
Grade 5 - 2nd Year and Thereafter	\$2,560.40
Grade 6 - 1st Year	\$2,644.30
Grade 6 - 2nd Year and Thereafter	\$2,686.50
Grade 7 - 1st Year	\$2,853.80
Grade 7 - 2nd Year and Thereafter	\$2,896.20
Grade 8 - 1st Year	\$3,064.10
Grade 8 - 2nd Year and Thereafter	\$3,105.90
Grade 9 - 1st Year	\$3,273.70
Grade 9 - 2nd Year and Thereafter	\$3,315.80

P.KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD
2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Industrial Relations Secretary.

(No. IRC 2017/185756)

Before Chief Commissioner Kite

28 June 2017

AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

- 1. Arrangement
- 2. Title
- 3. Coverage
- 4. No Extra Claims
- 5. Wages and Allowances
- 6. Facilitative Arrangement
- 7. Salary Packaging Arrangements
- 8. Carer’s Leave
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Schedule A - List of Awards and Agreements Affected

PART B

MONETARY RATES

- Schedule B - Rates of Pay
- Schedule C - Work Related Allowances
- Schedule D - Expense Related Allowances

2. Title

This award shall be known as the Crown Employees Wages Staff (Rates of Pay) Award 2017.

3. Coverage

The provisions of this award shall apply to officers, departmental temporary employees and casual employees employed by the Government of NSW under the Government Sector Employment Act 2013 who are covered by the provisions of the awards and agreements set out at Schedule A of this Award (with the exception of the New South Wales Health Service, New South Wales Ambulance Service and Division of Analytical Laboratories).

4. No Extra Claims

- (i) This Award provides rates of pay increases to the instruments listed at Schedule A of 2.5% with effect from the first full pay period to commence on or after 1 July 2017.
- (ii) Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

5. Wages and Allowances

- (i) Wage rates and allowances are set out in Part B.
- (ii) The wage increases referred to in clause 4(i) of this award shall only be paid to those employees who are employed as at the date of the making of this award.
- (iii) The increases referred to in clause 4(i) of this award do not apply to expense related allowances as set out in Schedule D of Part B.

6. Facilitative Arrangement

- (i) The purpose of this arrangement is to facilitate agency level bargaining on classification structures.
- (ii) Specifically, the industrial parties are committed to the introduction of classification structures which provide a career path for trades and wages staff, recognise the importance of training and provide for appropriate progression. These arrangements are to be developed on an agency by agency basis. The parties at the sector-wide level are to establish minimum standards to include in the Crown Employees Wages Staff Rates of Pay Award.
- (iii) Further achievement of agency level outcomes should be achieved through:
 - (a) Each agency that has not implemented a skills based classification structure is to establish a joint union and management committee.
 - (b) Where applicable, the Industrial Relations Secretary and Unions NSW may seek quarterly progress reports on agency level committee negotiations.
 - (c) The committee is to consider the existing arrangements in an agency, review the arrangements achieved already in other agencies, and establish negotiation parameters including:
 - (1) the development of level descriptors;
 - (2) identification of structured training for the purposes of the level descriptors; and
 - (3) translation of existing staff into any new structure.
 - (d) It is anticipated that agency level committees will complete their negotiations by the making of appropriate agency level industrial instruments. Such agency level arrangements will be reviewed by Unions NSW and the Industrial Relations Secretary to establish minimum standards in the sector-wide Wages Staff Rates of Pay Award.
 - (e) The usual Dispute Resolution procedures as set out in Clause 10 will be followed by the industrial parties in the context of these negotiations.

- (f) Should the agency level bargaining not be likely to be settled by the wages unions claim for a particular agency, then either party may seek the assistance of the Industrial Relations Commission of NSW through either conciliation and/or arbitration.

7. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
 - (a) permanent full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
 - (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 5, Wages and Allowances, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Industrial Relations Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - (a) a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Industrial Relations Secretary at the time of signing the Salary Packaging Agreement.
- (vii) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
 - (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.

- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
 - (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- (x) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
 - (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 5, Wages and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

8. Carer's Leave

- (i) Use of Sick Leave:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 8(i)(c)(2) shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and

(2) the person concerned being:

- (i) a spouse of the employee; or
- (ii) a de facto spouse, who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse because of marriage has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling.

(d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.

(ii) Unpaid Leave for Family Purpose: An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 8(i)(c)(2) who is ill.

(iii) Annual Leave:

(a) An employee may elect, with the consent of the employer, subject to annual leave provisions applicable to employees covered by this award, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

(b) Access to annual leave, as prescribed in paragraph 8(iii)(a) above, shall be exclusive of any shutdown period provided for elsewhere under the industrial instruments covered by this award.

(c) Where applicable, an employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(iv) Time Off in Lieu of Payment for Overtime:

(a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

(b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

- (c) If, having elected to take time as leave in accordance with paragraph 8(iv)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph 8(iv)(a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up Time:
 - (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (vi) Bereavement Leave:
 - (a) An employee other than a casual employee shall be entitled to up to two days Bereavement Leave without deduction of pay on each occasion of the death of a member of a class of person set out in subparagraph 8(i)(c)(2) above.
 - (b) The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
 - (c) Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Carer's Leave as prescribed by this clause. The employee need not have been responsible for the care of the person concerned to be eligible for Bereavement Leave as prescribed in this subclause.
 - (d) An employee shall not be entitled to Bereavement Leave under this clause during any period in respect of which the employee has been granted other leave.
 - (e) Bereavement leave may be taken in conjunction with any other leave available to employees. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

9. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award that, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

10. Dispute Resolution Procedures

Subject to the provisions of the *Industrial Relations Act 1996*, all disputes relating to the provisions of this Award shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the staff member and the immediate supervisor.
- (ii) If the matter is not resolved at this level, it will be further discussed between the staff member and the union delegate/employees representative and the employer.
- (iii) If no agreement is reached within a reasonable time period, the union or the employees representative will discuss the matter with the staff member's nominated representative.
- (iv) While the foregoing procedure is being followed, work shall continue normally. No part shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (v) Should the matter still not be resolved within a reasonable time period, it may be referred to the Industrial Relations Commission of New South Wales for settlement by either party.

11. Deduction of Union Membership Fees

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to 11(i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the union together with the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.

- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

12. Area, Incidence and Duration

The provisions of this Award shall apply to officers, departmental temporary employees and casual employees employed by the Government of NSW under the *Government Sector Employment Act 2013* in classifications covered by the provisions of the awards and agreements set out at Schedule "A" of this Award (with the exception of the New South Wales Health Service, New South Wales Ambulance Service and Division of Analytical Laboratories) and will not apply to employees covered by the Taronga Conservation Society Australia Wages Employees' Award.

This award rescinds and replaces the Crown Employees Wages Staff (Rates of Pay) Award 2016 published 25 July 2017 (380 I.G. 214).

This Award shall take effect from the beginning of the first full pay period to commence on or after 1 July 2017 and shall remain in force until 30 June 2018.

SCHEDULE A - LIST OF AWARDS AND AGREEMENTS AFFECTED BY THE CROWN EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2016

1. (013) Crown Employees (Security and General Services) Award
2. (256) Crown Employees (Skilled Trades) Award
3. (745) Crown Employees (Transport Drivers, &C) Award
4. (1565) Farm Assistants (Department of Education and Communities) Wages and Conditions Award
5. (045) Crown Employees (Household Staff - Department of Education and Communities) Wages and Conditions Award
6. (1611) Crown Employees (NSW Department of Justice) - Museum of Applied Arts and Sciences Electrical Preparators) Award
7. (1511) Crown Employees Conservation Field Officers (Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2015
8. (1298) Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award 2015

PART B

MONETARY RATES

SCHEDULE B - RATES OF PAY

Crown Employees (Security and General Services) Award - Rates of Pay

Clause 7 Rates of Pay	Per week as at
Classification	1.7.17 \$
Security Officer	
Grade 1	889.90
Grade 2	921.10
Grade 3	963.20

General Services Officer	
Grade 1	794.10
Grade 2	862.50
Grade 3	889.90
Part-time Employees (Per hour) -	
General Services Officer Grade 2 (Cleaners)	24.54

Application to school based employees of the Department of Education

Clause 7 Rates of Pay Classification	Per week as at 1.7.17 \$
Security Officer	
Grade 1	959.20
Grade 2	992.60

Crown Employees (Skilled Trades) Award - Rates of Pay

Classification - Clause 3. All up Rate - includes Industry Allowance, Special loading, Trade Allowance Classification	Per week as at 1.7.17 \$
Bespoke Bootmaker	938.30
Blacksmith	1026.40
Body Maker, First Class	1016.20
Boilermaker and/or Structural Steel Tradesperson	1016.20
Boot or Shoe Repairer	921.10
Bricklayer	1016.20
Bridge and Wharf Carpenter	1016.20
Cabinet Maker	1054.60
Carpenter and/or Joiner	1016.20
Coach and/or Spray Painter	1016.20
Drainer	1026.40
Electrical Fitter	1083.60
Electrical Instrument Fitter	1134.80
Electrical Mechanic	1083.60
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	1155.40
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	1103.50
Electronics Tradesperson	1245.00
Farrier	1026.40
Fitter	1016.20
Forger and/or Faggoter	1016.20
French Polisher	1054.60
Machinist, A Grade (Woodworking)	1016.20
Machinist, First Class (Metal Trades)	1034.30
Marker-off	1026.40
Mechanical Tradesperson - Special Class (as defined)	1072.8
Motor Mechanic	1016.20
Painter	1016.20
Panel Beater	1016.20
Patternmaker	1046.70
Plant Electrician	1143.90
Plant Mechanic	1016.20
Plasterer	1016.20
Plumber and/or Gasfitter	1026.40
Radio Mechanic or Fitter	1083.60
Refrigeration and/or Air Conditioning	1083.60
Saw Doctor	1083.60

Sawyer, No. 1 Benchperson	1034.30
Scalemaker and/or Adjuster	1016.20
Scientific Instrument Maker	1046.70
Sewing Machine Mechanic	1016.20
Sheetmetal Worker, First Class	1016.20
Shipwright and/or Boatbuilder	1016.20
Signwriter	1046.70
Slater and Tiler	1016.20
Stonemason	1016.20
Stonemason-Carver	1083.60
Tilelayer	1016.20
Toolmaker	1046.70
Toolsmith	1026.40
Trimmer (Motor)	1016.20
Turner	1016.20
Watchmaker	997.75
Welder, Special Class	1026.40
Welder, First Class	1016.20

Wages for Apprentices - Apprentices shall receive as minimum weekly rates of pay, the following:

(i)

Four Year Term	Per week as at 1.7.17 \$
1st year	439.30
2nd year	578.00
3rd year	740.30
4th year	853.90

Wages for apprentices employed by the Department of Education

Four Year Term	Per week as at 1.7.17 \$
1st year	473.80
2nd year	623.20
3rd year	798.30
4th year	921.10

- (ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.14. Payment of this allowance is subject to a satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.
- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects
- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.

- (v) Apprentice patternmakers shall be paid the sum of \$1.14 per week in addition to the wage rates prescribed for apprentices in subclause (i).

Crown Employees (Transport Drivers, &c.) Award - Rates of Pay

Clause 2 Wages	Classification	Per week as at 1.7.17 \$
1. Drivers of motor wagons - having a manufacturer's gross vehicle mass in kilograms		
(a)	Up to 295 -	913.30
(b)	Over 2950 and up to 4650	921.10
(c)	Over 4650 and up to 6250	928.50
(d)	Over 6250 and up to 7700	928.50
(e)	Over 7700 and up to 9200	938.30
(f)	Over 9200 and up to 10800	938.30
(g)	Over 10800 and up to 12350	946.50
(h)	Over 12350 and up to 13950	946.50
(i)	Over 13950 and up to 15500	954.00
(j)	Over 15500 and up to 16950	963.20
(k)	Over 16950 and up to 18400	963.20
(l)	Over 18400 and up to 19750	963.20
(m)	Over 19750 and up to 21100	963.20
(n)	Over 21100 and up to 22450	970.60
(o)	Over 22450 and up to 23850	970.60
(p)	Over 23850 and up to 25200	970.60
(q)	Over 25200 and up to 26550	980.20
(r)	Over 26550 and up to 27900	980.20
(s)	Over 27900 and up to 29300	980.20
(t)	Over 29300 and up to 30650	980.20
(u)	Over 30650 and up to 32000	872.50
(v)	Over 32000 and up to 33350	872.50
(w)	Over 33350 and up to 34750	997.70
(x)	Over 34750 and up to 36100	997.70
(y)	Over 36100 and up to 37450	997.70
(z)	Over 37450 and up to 38800	997.70
(aa)	Over 38800 and up to 40200	1007.60
(ab)	Over 40200 and up to 41550	1007.60
(ac)	Over 41550 and up to 42900	1007.60
(ad)	Over 42900 and up to 44250	1015.90
(ae)	Over 44250 and up to 45650	1015.90
2. Drivers of mobile cranes - employed in connection with the carriage and delivery of goods, merchandise and the like and/or in the performance of work incidental to the loading, unloading, handling and/or placement of goods - where the mobile crane has a lifting capacity in kilograms		
(a)	Up to and not exceeding 3050	928.50
(b)	Over 3050 and not exceeding 5100	938.30
(c)	Over 5100 and not exceeding 6100	946.50
(d)	Over 6100 and not exceeding 7100	946.50
(e)	Over 7100 and not exceeding 8100	946.50
(f)	Over 8100 and not exceeding 9150	946.50
(g)	Over 9150 and not exceeding 10150	954.00
(h)	Over 10150 and not exceeding 11200	954.00
(i)	Over 11200 and not exceeding 12200	954.00
(j)	Over 12200 and not exceeding 13200	963.20
(k)	Over 13200 and not exceeding 14200	963.20
(l)	Over 14200 and not exceeding 15250	963.20
(m)	Over 15250 and not exceeding 16250	963.20

(n)	Over 16250 and not exceeding 17250	970.60
(o)	Over 17250 and not exceeding 18300	970.60
(p)	Over 18300 and not exceeding 19300	970.60
(q)	Over 19300 and not exceeding 20300	970.60
(r)	Over 20300 and not exceeding 21350	980.20
(s)	Over 21350 and not exceeding 22350	980.20
(t)	Over 22350 and not exceeding 23350	980.20
(u)	Over 23350 and not exceeding 24400	980.20
(v)	Over 24400 and not exceeding 25500	980.20
(w)	Over 25500 and not exceeding 26400	980.20
(x)	Over 26400 and not exceeding 27450	980.20
(y)	Over 27450 and not exceeding 28450	987.90
(z)	Over 28450 and not exceeding 29450	987.90
(aa)	Over 29450 and not exceeding 30500	980.20
And for each additional 1000 kg or part thereof over		0.36
3. Drivers of fork lifts - of a capacity		
(a)	Up to 4500 kg	928.50
(b)	Over 4500 to 9100	946.50
(c)	Over 9100 kg	954.00
4. Drivers of prime movers - where the crane has a lifting capacity of		
(a)	Up to 20350 kg	938.30
(b)	Over 20350 kg	963.20
5. Extra Hands		893.10

Farm Assistants (Department of Education and Communities) Wages and Conditions Award - Rates of Pay

Clause 9 - Wages		From 1.7.17 \$
*Including Industry Allowance, Disability Allowance and Inclement Weather allowance		
Farm Assistant - Class I		938.30
Farm Assistant - Class II		1078.80
Flower Gardener		969.20

Crown Employees (Household Staff - Department of Education and Communities) Wages and Conditions Award - Rates of Pay

Clause 4 - Wages		From 1.7.17 \$
Household Staff Grade 1		
Kitchen Hand or Useful Cleaner		793.60
Room Attendant		793.60
Dining Room Attendant		793.60
Laundry Attendant		793.60
Stores Steward		793.60
Household Staff Grade 2		
Butcher (casual)		802.40
Cook (unqualified)		802.40
Household Staff Grade 3		
Laundry Supervisor		826.60
Cook (qualified)		826.60
Dining Room Supervisor		826.60
Housekeeper/Cleaning Supervisor		826.60

Household Staff Grade 4	
First Cook (qualified)	869.60
Household Staff Grade 5	
Catering Supervisor	908.40

Crown Employees (NSW Department of Justice) - Museum of Applied Arts and Sciences Electrical Preparators Award - Rates of Pay

Clause 6 - Wage Rates	From 1.7.17 (per year) \$
Electrical Preparator - Grade 1	
Year 1	61,141.00
Year 2	62,822.00
Year 3	64,582.00
Electrical Preparator - Grade 2	
Year 1	67,030.00
Year 2	69,650.00
Senior Electrical Preparator - Grade 1	
Year 1	72,520.00
Year 2	73,840.00

Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2015 - Rates of Pay

Schedule 1 - Wage Rates	From 1.7.17 \$
Trainee	888.10
Grade I	925.70
Grade II	975.80
Grade III	1027.90
Grade IV	1056.40
Grade V	1116.00
Grade VI	1189.60
Grade VII	1248.90

Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award 2015 - Rates of Pay

Classification	As at 1.7.17 \$
Apprentice	
Year 1 38 hpw	27533.60
Year 2 38 hpw	36712.40
Year 3 38 hpw	45889.30
Year 4 38 hpw	52008.50
Trades Level 5/6	
Yr 1 38 hpw	61185.30
Yr 2 38 hpw	62824.30
Yr 3 38 hpw	64584.20
Yr 4 38 hpw	66373.90
Trades Level 7/8	
Yr 1 38 hpw	68257.80
Yr 2 38 hpw	70296.60
Yr 3 38 hpw	72520.80
Yr 4 38 hpw	75475.90

SCHEDULE C

WORK RELATED ALLOWANCES

Crown Employees (Security and General Services) Award - Work Related Allowances

Clause 9 - Additional Rates		As at 1.7.17 \$
Clause 9 - Additional Rates		
(i)	Leading Hands Allowance: (per week)	
	1 - 5 employees	38.10
	6 - 10 employees	43.40
	11-15 employees	56.60
	16-20 employees	65.30
	Over 20 employees - for each employee over 20 an additional amount is paid	65.30 0.50
(ii)	Qualification allowance (per week)	25.60
(iii)	First Aid Allowance (per week)	19.70
(iv)	Boiler Attendants Certificate (per week)	16.70
(v)	Refrigeration Drivers Certificate (per week)	16.70
(iv)	Contingency Allowance (per week)	
	1-10 Hours per week	10.50
	11 to 25 hours per week	16.30
	26 to 38 hours per week	21.90
(vii)	Toilet allowance (per week)	13.10
(viii)	Multi-Purpose Machines Allowance - per shift	3.20
(ix)	Furniture removal allowance - per shift	3.20
(x)	Torches - per shift	1.04
(xi)	Laundry allowance - per shift	2.19
(xii)	Locomotion allowance - per shift	34.91
(xiii)	Bicycle allowance - per shift	2.76
Clause 10. Shift Allowances		
(iii) (a)	Broken Shifts allowance (per day)	16.002
(iii) (b)	Excess Fares allowance (per week)	10.10
Clause 13. - General Conditions		
(iii)	Accommodation deduction (per week)	20.00

Application to school based employees of the Department of Education

Clause 8 - Additional Rates		As at 1.7.17 \$
(i)	Leading Hands Allowance (per week)	
	1 - 5 employees	41.20
	6 - 10 employees	46.50
	11-15 employees	61.00
	16-20 employees	70.50
	Over 20 employees - for each employee over 20 an additional amount is paid	70.50 0.51
(v)	Contingency Allowance (per week)	
	1-10 Hours per week	11.30
	11 to 25 Hours per week	17.50
	26 to 38 Hours per week	23.60

Crown Employees (Skilled Trades) Award - Work Related Allowances

Clause No.	Brief Description	As at 1.7.17 \$
4.2	Carpenter Diver (p.w)	296.50
4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.) B Grade Licence (p.w.)	49.30 26.50
4.5	Lead Burner (p.h.)	1.01
4.6	Plumber and Drainer when required to act on: plumbers licence (p.h.) gasfitters licence (p.h.) drainers licence (p.h.) plumbers and gasfitters licence (p.h.) plumbers and drainers licence (p.h.) gasfitters and drainers licence (p.h.) plumbers, gasfitters and drainers licence (p.h.)	1.29 1.29 1.06 1.72 1.72 1.72 2.37
4.7	Holder of Electric Welding [DIRE Certificate] (p.h.)	0.75
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	26.70
4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.37
4.1	Computing quantities (p.d.)	5.80
4.11	Joiner, Public Works and Education Departments: when working at regular place of employment (p.w.) when working away from regular place of employment (p.d.)	45.90 9.23
4.12	Registration allowance (p.h.)	0.98
4.13	Building tradesperson - Marking off/Setting out (p.w.)	1.23
4.14	Cold places: below 0 degree Celsius (p.h.) below minus 7 degrees Celsius (p.h.)	0.80 0.93
4.15	Confined spaces (p.h.)	0.99
4.16	Dirty work (p.h.)	0.80
	For Bridge and wharf carpenter who:	
	uses material or liquid that is injurious to clothes or damages his/her tools (p.h.)	0.81
	is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person. (p.h.)	0.80
	Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.80
4.17	Height money:	
	7.5 metres from ground, deck, floor or water (p.h.) for every additional 3 metres (p.h.)	0.80 0.16
4.18	Hot places: between 46 degrees celsius and 54 degrees celsius (p.h.) exceeds 54 degrees celsius (p.h.)	0.80 0.99
4.19	Handling insulation material (p.h.)	0.97
4.20	Smoke boxes: repairs to smoke-boxes furnace or flues of boilers (p.h.) repairs to and while inside oil fired boilers (p.h.)	0.51 1.97
4.21	Wet places: - where water other than rain is falling and required to work in wet clothing or boots (p.h.) - when required to work in the rain (p.h.) - called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.) - called upon to work knee-deep in mud or water (p.d.)	0.80 0.80 3.02 6.28

4.22	Acid furnaces, Stills, etc: Construction or repairs to acid furnaces, stills, towers and all other acid resisting brickwork (p.h.) Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work (p.h.)	4.06 4.06
4.23	Towers allowances: construction exceeding 15 metres in height, and (p.h.) for each additional 15 metres (p.h.)	0.80 0.80
4.24	Depth exceeding 3 metres (p.h.)	0.80
4.25	Swing scaffolds: for the first four hours or any portion thereof, and (p.h.) for each hour thereafter (p.h.) Solid plasterers when working off a swing scaffold (p.h.)	5.85 1.20 0.16
4.26	Spray application (p.h.)	0.78
4.27	Soil pipes (p.h.)	0.99
4.28	Working on second-hand timber (p.d.)	3.13
4.29	Roof work: work in excess of 12 metres from the nearest floor level (p.h.) minimum payment (p.h.)	0.99 0.99
4.30	Electric welding (p.h.)	0.31
4.31	Explosive powered tools: employee required to use explosive powered tools (p.d.) bridge and wharf carpenter when required to use these tools (p.d.)	1.92 1.92
4.32	Scaffolding rigging (p.h.)	0.80
4.33	Corrective establishments (p.h.) Mental institutions (p.h.) Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.) Geriatric hospitals:- Lidcombe Hospital (p.h.) Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophilia (p.h.)	1.99 1.53 0.56 0.51 371
4.34	Distant places: - in districts as set out in subclause 5.3 (p.d.) - in western division of the state (p.d.) - within the area as set out in subclause 5.36.3 (p.d.) - Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.53 2.50 2.50 1.42
4.36	Morgues (p.h.)	0.93
4.37	Application of epoxy based materials or materials of a like nature (p.h.) Application of such material in buildings which are normally air conditioned (p.h.) Working in close proximity to employees so engaged (p.h.)	0.99 0.68 0.80
4.38	Bricklayers laying other than standard bricks where block weighs: - over 5.5 kg and under 9 kg (p.h.) - 9 kg or over and up to 18 kg (p.h.) - over 18 kg (p.h.)	0.80 1.39 2.20
4.39	Bagging bricks or concrete structures (p.h.)	0.73
4.40	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.73
4.41	Materials containing asbestos (p.h.)	0.99
4.42	Operation of pneumatic tools of 2.75 kg or over (p.d.)	4.30
4.43	Operation of brick cutting machine (p.h.)	0.99
4.44	Asbestos eradication (p.h.)	2.65
4.45	Employee required to work in an Animal House (p.h.)	0.49
4.46	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.80

5.	Tool Allowance	
	Electrical Fitter	19.95
	Electrical Fitter/Mechanic	19.95
	Electrical Instrument Fitter	19.95
	Electrical Mechanic	19.95
	Electrician in charge of plant having a capacity of less than 75 kilowatts	19.95
	Electronic Tradesperson	19.95
	Electrical Instrument Fitter	19.95
	Plant Electrician	19.95
	Radio Mechanic and Fitter	19.95
	Refrigeration and/or Air Conditioning Mechanic	19.95
6.1	Employee appointed to be in charge of up to and including five employees (p.w)	50.40
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	64.60
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	84.40
15.1	Chokages pipe or pump (p.d.)	9.30
15.2	Fouled equipment (p.d.)	9.30
17.4	First Aid qualifications (p.d.)	3.47

Application to Employees of the Department of Education

Clause No.	Brief Description	As at 1.7.17 \$
5	Tool Allowances - Electrical	
	Radio Mechanic and Fitter	21.80

Farm Assistants (Department of Education and Communities) Wages and Conditions Award - Work Related Allowances

Clause No.	Allowance	From 1.7.17 \$
6. Special Rates		
6.6.1	Tractor operation (per day)	4.76
6.6.2	Truck driving (per day)	4.76
6.6.3	Headers, etc (per day)	4.76
6.7	Broken Shift (per day)	14.40
6.9	Protective Clothing (per hour)	0.78
6.1	First Aid (per day)	3.62

Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2015 - Work Related Allowances

Clause No.	Description and Authority	As at 1.7.17 \$
	Allowance effective first pay period on or after	
9.6	Supervision Allowance	46.05
16.	First Aid Allowance	3.39

Crown Employees (Household Staff - Department of Education and Communities) Wages and Conditions Award - Work Related Allowances

Allowance	From 1.7.17 \$
Broken Shift Allowance	11.93

Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award 2015 - Work Related Allowances

Clause No.	Allowance effective first pay period on or after	From 1.7.2017
		\$
	Brief Description	
7.3.1	Chokage (per hour)	1.24
7.3.2	Asbestos (per hour)	0.99
7.3.3	Plumbers Licence (per hour)	1.72
7.3.4	Plumbers Registration (per hour)	0.98

SCHEDULE D

EXPENSE RELATED ALLOWANCES

Crown Employees (Security and General Services) Award - Expense Related Allowances

Clause 8 - (xiii) Motor Vehicle allowance - Use of private motor vehicle during work related duties	As at 1.7.2016
	\$
Vehicles under 1600cc (Official business Rate - Engine rate per km)	0.66
Vehicles 1600cc-2600cc (Official business Rate - Engine rate per km)	0.66
Vehicles over 2601 cc (Official business Rate - Engine rate per km)	0.66

Clause 17 (ii) -Overtime	As at 1.7.2016
	\$
Meal money	13.27

Crown Employees (Skilled Trades) Award - Expense Related Allowances

Clause No.		As at 1.7.2017
		\$
5.	Tool Allowances	
	Blacksmith	31.60
	Bodymaker, First Class	31.60
	Boilermaker and/or Structural Steel	31.60
	Bricklayer	22.60
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	31.60
	Cabinet Maker	12.80
	Carpenter	31.60
	Drainer	31.60
	Farrier	31.60
	Fitter	31.60
	Forger and/or Faggoter	31.60
	Machinist, First Class (Metal Trades)	31.60
	Machinist (Metal Trades) Special Class	31.60
	Marker Off	31.60
	Motor Mechanic	31.60
	Painter	7.70
	Panel Beater	31.60
	Patternmaker	31.60
	Plant Mechanic	31.60
	Plasterer	31.60
	Plumber	31.60
	Plumber and Gasfitter	31.60

	Plumber, Gasfitter and Drainer	31.60
	Sewing Machine Mechanic	31.60
	Sheetmetal Worker, First Class	31.60
	Shipwright/Boatbuilder	31.60
	Signwriter	7.70
	Slater and Tiler	16.50
	Stonemason	31.60
	Stonemason-Carver	31.60
	Tilelayer	22.60
	Toolmaker	31.60
	Toolsmith	31.60
	Trimmer (Motor)	31.60
	Turner	31.60
	Vehicle Builder	31.60
	Watchmaker	10.35
	Welder, Special Class	31.60
	Welder, First Class	31.60
8.1	Excess fares and travelling time to and from place of work	24.60
8.1.1	If employer provides or offers to provide transport free of charge	9.80
8.2	Excess fares and travelling to and from work: - first year apprentices (or probationers) - to all other apprentices	20.70 24.00
8.2.1	If employer provides or offers to provide transport free of charge - to first year apprentices - to all other apprentices	8.20 9.70
9.3.3	Meal allowance: - after working in excess of four hours - for each subsequent meal	15.30 13.10
9.8	Tea Money: - required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal - after each four hours on continuous overtime, for each meal	15.30 13.40
14.4	Expenses of reaching home and of transporting tools from distant work	23.80
14.5.1	Allowance for board and lodging: - while on distant work - for broken parts of week	515.80 73.70
14.6	Camping allowance	29.60
14.7	Returning home for the weekend from distant work	40.80
22.6.2	Supply of boots Accrual of credit	38.10 4.50
23.2	Reimbursement for loss of tools	1,834.90

Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2015 - Expense Related Allowances

(Subject to variations to Table 1 - Allowances of Part B Monetary Rates of the Crown Employees (Public Service Conditions of Employment) Award.

Clause No.	Description and Authority	As at 1.7.16 \$
11.7	Meal Allowance (Overtime) Breakfast: where required to start work before 6.00 am Lunch: for overtime required to be worked after 1.30 pm on Saturdays, Sundays and public holidays Dinner: when required to work after 6.00 pm	29.40 29.40 29.40

14.1	Reimbursement of meal allowances - no overnight stay (Part day travel) Breakfast: when travel starts before 6.00 am Lunch: when employee unable to have lunch at normal workplace Dinner: when employee works and travels after 6.30 pm	25.90 29.15 49.65
14.2	Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by employer.	\$18.7 5
14.4(i)	Camping Allowance Established Camp Non established Camp Additional allowance in excess of 40 nights per annum	31.55 41.70 9.95
14.4(ii)	Camping equipment allowance Bedding and/or sleeping bag allowance	31.25 5.25

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

**HIGHER SCHOOL CERTIFICATE MARKING AND RELATED
CASUAL EMPLOYEES RATES OF PAY AND CONDITIONS AWARD
2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Education Standard Authority.

(No. 2017/177332)

Before Chief Commissioner Kite

20 June 2017

AWARD

Clause No. Subject Matter

SECTION 1 - THE AWARD

1. Award Title
2. Intention
3. Definitions

SECTION 2 - CONDITIONS OF MARKING AND RELATED MATTERS

4. HSC Marking Procedures
5. Marking of Written Papers
6. Privacy

SECTION 3 - CONDITIONS OF EMPLOYMENT

7. Duties of Marking Staff
8. Hours of Work
9. Provision of Facilities
10. Recruitment and Appointment of Marking Staff
11. Termination of Services
12. Qualifications
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SECTION 4 - RATES OF PAY AND ALLOWANCES

15. Rates of Pay and Allowances
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SECTION 5 - AWARD COMPLIANCE AND RELATED MATTERS

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20. Dispute Resolution Procedures
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SCHEDULE 1

Table 1 - Weekday, Weekday Supplementary,
Weeknight/Saturday and Sunday Rates

Table 2 - External and Corporate Per Unit Marking Rates

Table 3 - Languages Other Than English (LOTE) Examiners
Hourly Rates

Table 4 - Other Rates and Allowances

Table 5 - Hourly Rates to Apply to Corporate Onscreen
Marking

SECTION 1 - THE AWARD

1. Title

This award shall be known as the (Higher School Certificate Marking and Related Casual Employees) Rates of Pay and Conditions Award 2017.

2. Intention

- 2.1 This award provides for increases in rates of pay and those allowances that are not regulated by other instruments consistent with the NSW Public Sector Wages Policy 2011.
- 2.2 The increases in the rates of pay and allowances in Schedule 1 arise from a net increase of 2.5% per annum.

3. Definitions

- 3.1 "the Act" means the *Government Sector Employment Act 2013*.
- 3.2 "Assistant Supervisor of Marking" means a person employed as such to assist the Supervisor of Marking.
- 3.3 "Chief Executive Officer" means the person holding or acting in the office of the Chief Executive Officer of the NSW Education Standards Authority pursuant to section 8 of the *Education Standards Authority Act 2013* The Chief Executive Officer is the Agency Head pursuant to section 28 of the *Government Sector Employment Act 2013*. Reference to the Chief Executive Officer may from time to time refer to his/her delegate, meaning a person delegated by the Chief Executive Officer to perform functions associated with the office.
- 3.4 "Corporate marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations, whether written or other, carried out at centres designated by the Chief Executive Officer during the day and night.
- 3.5 "Director" means the person holding or acting in the Senior Executive position appointed with responsibility for the Higher School Certificate programs pursuant to the *Government Sector Employment Act 2013*.
- 3.6 "Discrepant" means a difference in the marks allocated to a student's examination response which has been double marked which exceeds the parameters set out in clause 4.2 of this award. For questions where a single mark is awarded by each examiner, two marks are discrepant if their difference is equal to or greater than a fixed proportion of the maximum mark value of the question.
- 3.7 "External Marker" means a person employed as such to undertake a program of marking of the HSC and paid by the number of questions, papers or parts of papers marked, with additional payment on an hourly basis for briefing and pilot marking.

- 3.8 "External Marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations , whether written or other, where the responses are collected by or delivered to the markers to mark in their own time, and at individual locations including domestic locations.
- 3.9 "Double Marking" means a process where two markers make independent judgements concerning the relative merit of a student's examination response and each allocates a mark in accordance with the approved marking scheme and with each marker being unaware of the mark allocated by the other marker.
- 3.10 "Employees" means Markers, External Markers, Senior Markers, Assistant Supervisors of Marking, Supervisors of Marking, LOTE Examiners and LOTE Casuals.
- 3.11 "HSC" means the Higher School Certificate examination.
- 3.12 "Itinerant marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations , whether written or other, which occurs at various successive locations and where the markers travel between these decentralised locations at which the responses are produced or held.
- 3.13 "Languages other than English (LOTE) Examiner" means a person employed as such released from their normal teaching duties while on full pay during the normal working day, to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the Chief Executive Officer for students other than those being taught as part of the Examiner's normal teaching duties. LOTE Examiners do not assign marks.
- 3.14 "Languages other than English (LOTE) Casual" means a person employed as such (who is not normally employed in a teaching position for which paid relief is provided) to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the Chief Executive Officer. LOTE Casuals do not assign marks.
- 3.15 "Marker" means a person employed as such for the purpose of Corporate marking, External marking or Itinerant marking.
- 3.16 "Marking Staff" means all persons employed in the classifications of Markers, Senior Markers, Assistant Supervisors of Marking and Supervisors of Marking.
- 3.17 "NESA" means the NSW Education Standards Authority a statutory body corporate established by section 4 of the Education Standards Authority Act 2013.
- 3.18 "Onscreen Marking" means the marking of examination responses provided to Marking Staff or External Markers via the internet or a computer network.
- 3.19 "Paid Relief" means the reimbursement made to a school, college or school system to cover the employment of a replacement teacher to replace the teacher involved in marking or the Languages other than English (LOTE) Examiner conducting languages other than English examinations (as per definition), with the intention that the reimbursement made is to enable a replacement teacher to perform the normal duties of the teacher involved in marking or the teacher conducting languages other than English examinations.
- 3.20 "Parties" means the Chief Executive Officer and the unions.
- 3.21 "Senior Marker" means a person employed as such to undertake marking as required and to supervise a team of markers under the direction of the Supervisor of Marking and the Assistant Supervisor of Marking.
- 3.22 "Supervisor of Marking" means a person employed as such to manage the marking operation in particular subjects, courses or parts of courses as determined by the Chief Executive Officer.

- 3.23 "Unions" means the Australian Education Union New South Wales Teachers Federation Branch, the National Tertiary Education Union New South Wales Division and the New South Wales Independent Education Union.

SECTION 2 - CONDITIONS OF MARKING AND RELATED MATTERS

4. HSC Marking Procedures

- 4.1 Double Marking shall be used for questions which require an extended response such as essays, creative writing and responses to literature and will be used in all subjects where double marking was applied in the 1998 HSC.
- 4.2 The identification of discrepant marks will be made in accordance with the following parameters:
- (a) For questions where a single mark is awarded by each examiner - where the difference between the two examiners' marks is equal to or greater than one-third of the range of marks allocated to the question.
 - (b) Where the mark awarded for the question comprises marks awarded to a number of part questions - where the difference between the total mark awarded for the question by each examiner is equal to or greater than one-quarter of the range of marks.
- 4.3 Where marks for a student's examination response are found to be discrepant pursuant to clause 4.2, the student's examination response will undergo a third independent marking.
- 4.4 The parties to the award agree to consult in relation to the application of double marking and discrepant marking prior to each marking period.

5. Marking of Written Papers

- 5.1 Pen-and-paper marking is undertaken by marking staff travelling to a centre to mark between 4.00 p.m. and 9.00 p.m. Monday to Friday and either 8.30 am and 4.30 pm or 9.00 a.m. and 5.00 p.m. on Saturdays.
- 5.2 A proportion of marking of written papers may occur between 9 am and 5.30 pm Monday to Friday in the case only of:
- (a) briefing, pilot marking, standards setting and other related duties performed during the day prior to the commencement of evening marking at a centre or at the conclusion of the marking program for a course; and
 - (b) corporate marking performed in accordance with sub-clauses 5.3 to 5.5, referred to as day marking.
- 5.3 The particular subjects, courses or parts of courses to be marked by corporate marking between 9 am and 5.30 pm Monday to Friday:
- (a) in the Sydney metropolitan area will be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking;
 - (b) in areas outside the Sydney metropolitan area may be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking.
- 5.4 No more than 12 per cent of the total hours of written marking shall be marked by corporate marking between 9 am and 5.30 pm Monday to Friday.
- 5.5 Onscreen Marking of HSC papers and questions, on a Corporate or External Marking basis will be used for those subjects, courses or questions as determined by the Chief Executive Officer, at his or her discretion without limit each year.

- 5.6 Each year the parties agree to consult over the operation of corporate marking between 9 am and 5.30 pm Monday to Friday in the preceding marking period. Such consultation shall include, without being limited to, discussion of the following issues - the mix of metropolitan and non-metropolitan corporate marking between 9 am and 5.30 pm Monday to Friday and the subjects in which corporate marking between 9 am and 5.30 pm Monday to Friday is utilised.

6. Privacy

The parties note the regulations to the *Education Act 1990*.

SECTION 3 - CONDITIONS OF EMPLOYMENT

7. Duties of Marking Staff

7.1 Marking Staff

Without limiting the generality of clause 7.2, the duties of marking staff involve attendance at designated venues or external settings for External Markers according to a program determined by the Chief Executive Officer comprising pilot marking, marking, briefing, standards setting and other activities associated with examination scripts, projects and performances for Higher School Certificate assessment purposes. These activities can take place in a range of school, marking centre and external settings.

7.2 Duties as Directed

- (a) The Chief Executive Officer, or his/her delegate, nominee or representative, may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classifications covered by this award and provided that such duties are not designed to promote deskilling.
- (b) Any directions issued by the Chief Executive Officer pursuant to paragraph (a) of this clause shall be consistent with the Chief Executive Officer's responsibility to provide a safe and healthy working environment.

8. Hours of Work

8.1 The ordinary hours of work for Employees shall be:

- (a) Monday to Friday Corporate Marking HSC:
 - (i) 9 am to 5.30 pm;
 - (ii) 4 pm to 9 pm.
- (b) Saturday Corporate Marking HSC and the conducting of languages other than English speaking and listening skills examinations on Saturdays 8.30 am to 4.30 pm or 9 am to 5 pm.
- (c) Itinerant Marking - 9 am to 3.30 pm Monday to Friday, 9 am to 5 pm Saturday.
- (d) External Marking - outside the hours midnight to 6 am. At the request of Markers, Supervisors of Marking may request the Director to vary the hours of work for particular subjects to outside the hours midnight to 5 am.

8.2 Provided that, with the exception of External Markers, all other Employees will be entitled to a meal break of either a half-hour, if agreed by a majority of markers at the initial briefing session by vote supervised by the Supervisor of Marking, or one-hour between the hours, as applicable, of:

- (a) 12.30 pm to 2 pm, Monday to Friday;

- (b) 6 pm to 7.30 pm, Monday to Friday;
 - (c) 12.30 pm to 2 pm, Saturday.
- 8.3 With the exception of External Markers, employees will be entitled to a morning and afternoon tea break of ten minutes each on each work day which will count as time worked.
- 8.4 Hours of work for Languages other than English (LOTE) Examiners shall be pursuant to the minimum shift engagement of three hours between 9 am to 3.30 pm on weekdays.
- 8.5 With the exception of External Markers, and at the request of the markers of a particular subject, Supervisors of Marking may ask the Director to vary the hours of work for that subject as follows:
- (a) Commencing work at 8.30 am and finishing at 4.30 pm on Saturdays.
 - (b) Commencing work at 4 pm and finishing at 9.15 pm and 8.45 pm respectively on Monday to Friday.
 - (c) If a half hour meal break is elected pursuant to clause 8.2, either commencing work a half hour later or finishing work a half hour earlier.
- 8.6 Subject to the progress of marking in particular subjects, courses or parts of courses, Supervisors of Marking may request the Director to allow an unpaid lay night where no marking is undertaken in a particular subject, courses or parts of courses on that night.
- 8.7 Itinerant examiners shall have up to one hour of unpaid travelling time, with one hour for lunch for the remuneration as applicable according to whether they are released from full-time teaching or not as set out in clauses 15.2.2 and 15.2.3 respectively. All other marking shall be remunerated at the applicable rates as set out in clauses 15.2.1 and 15.2.4. Additional travelling time shall be paid at the weekday rate as set out in clause 15.2.3.
- 8.8 Employees engaged in Corporate Marking may, subject to the agreement of the majority of employees affected, reach agreement with the relevant Supervisor of Marking and the Director to work beyond the scheduled finishing times described in clause 8.1. In the event this involves Employees working beyond their regular shift of:
- (a) 9 am to 5.30 pm weekdays until 6.30 pm
 - (b) 9 am to 5 pm Saturday until 6.30 pm
 - (c) 8.30 am to 4.30 pm Saturday until 6.00 pm

then a further meal allowance is payable notwithstanding the provisions of clause 15.5.

9. Provision of Facilities

- 9.1 Tea/Coffee
- 9.1.1 Adequate tea, coffee, milk, sugar and refrigerator facilities will be provided at each marking centre.
 - 9.1.2 Access of employees to tea and coffee facilities will, at all times, be subject to the directions of the Supervisors of Marking to ensure minimal interruption to the marking process.
 - 9.1.3 Employees will supply their own cups for tea and coffee during the employment.

9.2 Work Health and Safety

9.2.1 Marking centres will be clean and tidy prior to the commencement of marking each day in accordance with work health and safety legislation standards.

9.2.2 The parties to the award will monitor and address any work health and safety issues arising from the implementation of onscreen marking.

9.3 Proof of Identity

Employees will supply their own photograph, of a standard passport size, for attachment to an identification card. Unless marking in an External marking setting employees will carry identification cards at all times during the marking process. Employees will replace photographs in the event of the loss of a card.

9.4 Other Facilities

Marking centres will be provided with adequate toilets, first-aid facilities and eating areas.

10. Recruitment and Appointment of Marking Staff

10.1 Supervisors of Marking

Supervisor of Marking applications will be considered by a Selection Committee chaired by the Director's nominee. The following factors will be used in selecting the most eligible applicant.

10.1.1 Previous marking experience as a Senior Marker, Coordinating Senior Marker or Assistant Supervisor of Marking.

10.1.2 Substantial and recent teaching experience at a senior level.

10.1.3 Demonstrated high level organisational, management and leadership skills. eg. position on staff.

10.1.4 Demonstrated ability to manage a complex operation such as a marking centre.

10.1.5 Qualifications in the subject - university degree or recognised equivalent.

10.1.6 Membership of professional bodies associated with the subject, eg. curriculum committees, professional associations, etc.

10.2 Criteria for Marker Selection

10.2.1 NESAs will ensure that subject specific criteria used by the Supervisor of Marking (SOM) when making his/her selection/non-selection conforms with the general selection criteria and has been applied consistently across the subject/course.

The following general criteria will be used in selecting markers.

10.2.1.1 Total number of years teaching the subject/course - As a general guide, three years' experience teaching the subject/course at a senior level will be regarded as a minimum requirement for appointment as a marker.

10.2.1.2 Recent teaching of the subject/course - As a general guide, an applicant who has not taught the course/subject in the last 3 years is regarded as not having recent teaching experience.

10.2.1.3 Retired applicants - The requirement for adequate recency of teaching will mean that, in most cases, retired applicants will not be eligible for appointment.

- 10.2.1.4 Qualifications - Normally a degree with a major in the subject or a program of study deemed to be equivalent is required for appointment as a marker.
- 10.2.1.5 Current position within the school - School Principals are not eligible for appointment as a marker. Preference is given to teachers directly involved in the organisation and teaching of the subject.
- 10.2.1.6 Part-time and casual teachers - In most cases, applicants who are casual teachers will not have sufficient teaching experience. However, there may be instances where the applicant is a casual teacher but has had experience teaching blocks of senior classes which may amount to the minimum required years teaching experience for appointment.
- 10.2.1.7 Turnover of markers - Where there are sufficient suitable applicants a minimum of 10 per cent of markers appointed each year will not have marked previously. This is a policy aimed at increasing the pool of teachers with marking experience in each subject.
- In subjects where the number of applicants exceeds the number of available positions, a limit on the number of years for appointment to marking may be applied.
- 10.2.1.8 Topic expertise - Where necessary, an applicant may be appointed on the basis of the expertise they have in a particular area of the subject/course.
- 10.2.1.9 Previous satisfactory marking - Although previous marking experience should be considered in determining an applicant's qualifications for appointment, NESAs will not automatically reappoint a marker from the previous year. Markers deemed to have an unsatisfactory performance level may not be appointed in subsequent years.
- 10.2.1.10 Other relevant experience in promoting the subject - An applicant who has not had any recent experience teaching the course or the subject may be appointed if NESAs deem their experience relevant to the marking program.
- 10.2.1.11 Distance - Appointment of markers will be restricted to teachers who can ensure that they will be able to commence marking as scheduled each day. Any applicant who is outside reasonable distance from the marking centre must show ability to get there on time.
- Applicants who live a long distance from the marking centres but have indicated that they intend to take leave if appointed will be considered eligible in terms of this criterion.
- 10.2.1.12 Declaration and approval - The application must include a declaration by the Principal or Dean of Studies at TAFE or relevant supervisor that
- (i) the information provided by the applicant is, to the best of their knowledge, correct;
 - (ii) the application is approved.
- 10.2.1.13 Selection of markers is based on the information provided on the application. NESAs will not contact an applicant who has not provided information that is crucial in determining that person's eligibility. Applicants are responsible for providing complete and accurate information.
- 10.2.1.14 If a marker's application is submitted after the closing date, the applicant will only be appointed if there is a shortage of qualified applicants.

- 10.2.1.15 In selecting markers, consideration will be given to a balanced representation of markers from Government Schools, Catholic Schools, Independent Schools, Institutes of TAFE and universities.

10.2.2 Criteria Specific to Marker Selection -

- 10.2.2.1 Appointment to more than one marking session - In order to give as many suitably qualified applicants the opportunity to participate in marking, applicants will generally be appointed to only one course and to one session where there is both a practical and written component.
- 10.2.2.2 Appointed markers will need to be available for all marking sessions, including briefing and pilot marking, and will have agreed to this and all other conditions of employment when submitting their application. Applicants who do not agree to the conditions of employment will not to be appointed.

10.3 Criteria Specific to Selection of Marking Staff for Onscreen Marking

Markers applying for onscreen marking where the marking is not to occur in a Corporate Marking Centre must ensure that they can provide access to a fast and reliable internet service for the purposes of marking.

10.4 Provision of Information

- (a) The unions party to the award shall have access to information concerning the application of criteria for particular applicants.
- (b) The unions shall have access to information on the distribution of applicants appointed from various schools and different education systems.
- (c) An applicant who is not appointed shall be advised of the reason for non-appointment.

11. Termination of Services

An employee is entitled to 48 hours' notice of termination of services, or the equivalent of two days' ordinary pay in the relevant employment classification, except where termination of services is on account of misconduct of any kind or any unsatisfactory standard of work or voluntary withdrawal by the employee.

12. Qualifications

The minimum qualifications and experience for employment under this award shall be determined by the Chief Executive Officer.

13. Reporting of Performance

A system of appraisal of performance of Employees will be undertaken during the HSC marking. This will involve provision of an individual report at the conclusion of marking to Employees showing:

- (i) an overall grading of his/her performance;
- (ii) supporting information relating to accuracy and rate of marking;
- (iii) an indication of his/her attendance record throughout the marking;
- (iv) a written comment describing his/her performance throughout the marking; and for Senior Markers
- (v) an indication of his/her performance relating to leading a marking team, the production of marking kits and monitoring marking.

14. Family Leave Provisions

14.1 The Chief Executive Officer must not fail to re-engage an Employee because:

14.1.1 The Employee or Employee's spouse is pregnant; or

14.1.2 The Employee is or has been immediately absent on parental leave

The rights of an employer in relation to engagement and re-engagement of Employees are not affected, other than in accordance with this clause.

14.2 Personal Carers entitlement for Employees

14.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to evidentiary requirements set out below in sub-clause 14.3, and the notice requirements set out in sub-clause 14.4.

14.2.1.1 A family member for the purposes of above is:

a spouse or family member; or

a de facto spouse being a member of the opposite sex to the Employee who lives with the Employee as her husband or as his wife on a bona fide domestic basis although not legally married to that Employee; or

a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), a grandparent, grandchild or sibling of the Employee or of the spouse or de facto spouse of the Employee; or

a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or a relative of the Employee who is a member of the same household, where for the purposes of this definition:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling

14.2.2 The Chief Executive Officer and the Employee shall agree on the period which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

14.2.3 The Chief Executive Officer must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

14.3 The Employee, shall if required,

14.3.1 Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

14.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an emergency resulted in the person concerned requiring care by the Employee.

In normal circumstances, an Employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

14.4 The Employee must, as soon as reasonably practical and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (drawn from AIRC order (PR964989)).

14.5 Bereavement entitlements for Employees

14.5.1 Employees are entitled to not be available to attend work or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).

14.5.2 The Chief Executive Officer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

14.5.3 The Chief Executive Officer must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.

14.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (Drawn from AIRC order (PR964989)).

SECTION 4 - RATES OF PAY AND ALLOWANCES

15. Rates of Pay and Allowances

15.1 The monetary rates covered by this award are set out in tables 1-5 of Schedule 1 of this award:

Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates

Table 2 - External and Corporate Per Unit marking rates

Table 3 - Languages other than English (LOTE) Examiner Hourly Rates

Table 4 - Other Rates and Allowances

Table 5 - Hourly Rates floor to apply to Corporate Onscreen Marking

15.2 Rates of Pay

Subject to the provisions of clause 15.2.7:

15.2.1 Weeknight/Saturday rates are hourly rates paid to Employees from 3.30 pm on any weekday and for all time worked on a Saturday. These rates include a loading of 11.4% on the Weekday rates to compensate for all disabilities.

- 15.2.2 The Weekday Supplementary rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where a teacher is released on pay from another employer.
- 15.2.3 The Weekday rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where the Employee is not normally employed in a teaching position for which paid relief is provided during marking. This provision does not apply to those Employees to which clause 15.2.2 applies.
- 15.2.4 Sunday rates are hourly rates paid to employees for all times worked on Sundays and attract a loading of 50% above the Weekday rate.
- 15.2.5 Languages other than English (LOTE) examiners and casuals shall be paid at the rates specified at Table 1 for markers, except in the case of LOTE Examiners who work less than a full day on weekdays who are to be paid at the hourly rates specified at Table 3, calculated by dividing the Weekday Supplementary rates at clause 15.2.2 by $5\frac{1}{2}$ being the number of paid hours compensated by the Weekday Supplementary rates.
- 15.2.6 External and Corporate Per Unit Marking Rates:
- (a) Where marking is conducted in an External marking mode the rates for such External marking are as set out in Table 2 provided that where the paper is less than three hours in length the rate is determined as a fraction of the three hour rate e.g. for a two hour paper the payment is two thirds of the three hour rate.
 - (b) Where the marking is undertaken on a question basis the payment will be calculated by dividing the relevant rate for such paper by the number of questions unless otherwise specified in clause 15.2.7(c) or in Table 2.
 - (c) For Onscreen HSC marking, other than mathematics, where the marking is undertaken on a question basis the Per Unit Rate of Pay method of payment will be calculated by multiplying the relevant rate for each paper by the percentage of the total mark value of the paper represented by the question concerned.
 - (d) Corporate Onscreen HSC markers remuneration will be based on the greater of:
 - (i) the total number of papers or questions marked onscreen multiplied by the applicable Per Unit Rate of Pay; and,
 - (ii) the total hours of overall Onscreen Marking undertaken, multiplied by the applicable hourly rate of pay as specified in Table 5 of Schedule 1. For this purpose, the total hours of Onscreen Marking undertaken by individual markers will be the elapsed time of Onscreen Marking as recorded by NESAs onscreen marking software for each marker.
- 15.2.7 Marking staff engaged in External Onscreen Marking will receive an allowance for compensation for the use of private Information and Communications Technologies (ICT) facilities (including broadband) as set out in Table 4 item 6 of Schedule 1.
- 15.2.8 Senior Markers may choose to engage in External Onscreen Marking as Markers outside the fixed hours provided at clause 8 and will be remunerated according to the per unit rate of pay as per Table 2 Schedule 1.
- 15.2.9 Senior Markers engaged in corporate or external onscreen marking and working as Senior Markers according to fixed hours will be remunerated according to Table 1 Schedule 1.
- 15.3 As the Employees are engaged on a casual basis for a maximum of up to six weeks, the rates set out in clause 15.2 incorporate loadings for casual engagement, sick leave and pro rata holiday pay. The pro rata holiday pay incorporated in the rates in the said clause was calculated as 1/12 of the hourly rate.

15.4 Minimum Payments

15.4.1 No employee engaged in corporate marking shall be paid for less than 3 hours from the time of starting work except for markers subject to the provisions of clause 15.6.3(c) who will receive no less than for 4 hours from the time of starting work.

15.4.2 Languages other than English (LOTE) Examiners shall be paid a minimum of 3 hours for each weekday at the rates per hour as set out in Table 3 of Schedule 1.

15.4.3 Languages other than English (LOTE) Casuals shall be paid a minimum of 3 hours at the Weekday rate for Markers as set out in Table 1 of Schedule 1.

15.4.4 Corporate Markers engaged

- (a) from 9 am and who work beyond 3.30 pm shall be paid a minimum of 2 hours at the Weeknight/Saturday rate for those hours; and,
- (b) on a Saturday shall be paid a minimum of 3 hours from the time of starting work on Saturdays.

15.4.5 Itinerant Markers engaged:

- (a) from 9 am and who work beyond 3.30 pm shall be paid successive extensions of one half hour at the Weeknight/Saturday rate for those hours; and,
- (b) on a Saturday shall be paid a minimum of 3 hours calculated from the time of starting work on Saturdays.

15.4.6 This clause does not entitle any Employee to minimum payments who arrives late or who exceeds meal break times or leaves the marking centre early and works less than the minimum payment hours.

15.5 Meal Allowance

A meal allowance, as set out in Item 2 of Table 4, is payable to an employee on each day of corporate marking (including briefing and pilot marking sessions) where the Employee works for at least an hour before and an hour after the meal break. The requirement for an Employee to work before and after a meal break to be paid a meal allowance is waived for LOTE Examiners and LOTE Casuals.

15.6 Travel Allowances

15.6.1 Travelling allowances for all Employees engaged in corporate marking, except for markers engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong, will be limited to the rates set out in item 3 of table 4 irrespective of the distance travelled.

15.6.2 Marking Staff engaged in Itinerant Marking are entitled to the travel allowances shown in Item 4 (a) of Table 4, except for their attendance at pilot marking and briefing sessions. The travel allowance for itinerant marking is based on the use of a private motor vehicle paid on the basis of cents per kilometre up to 8,000 km per annum at the rate set out in Item 4 (a) of Table 4 and is payable to persons marking itinerantly in respect of each kilometre travelled in excess of the total distance between the person's usual place of residence and their usual place of work and in circumstances where a rental motor vehicle is not utilised. Marking Staff engaged in Itinerant Marking attending pilot marking and briefing sessions will be paid a Travel Allowance at the rate set out in Item 3 of Table 4.

Note: Itinerant Markers have up to one hour of unpaid travelling time. Additional travelling time is paid pursuant to clause 8.7.

15.6.3 Marking Staff engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong shall be paid:

- (a) the Travel Allowance as set out in Item 3 of Table 4; and in addition (where applicable).
- (b) for travel in excess of 40 km per day from the person's daily place of residence during the marking period to the marking centre and return, up to a maximum of 160 km where the person provides evidence of the additional travel involved. The amount shall be an amount per kilometre as set out in Item 4 (b) of Table 4; or
- (c) when the supplementary kilometre allowance at paragraph (b) above is not claimed on a daily basis and subject to the person's usual place of residence being outside the Sydney metropolitan area and more than 100 kilometres from the marking centre, the Travel Allowance as set out in item 5 of table 4 Schedule 1 once per engagement;

15.6.4 Marking Staff engaged in itinerant marking who normally reside outside the Sydney metropolitan area who attend briefing sessions inside the Sydney metropolitan area shall be paid the Travel Allowance at item 5 of table 4 Schedule 1 once per engagement subject to the person's usual place of residence being more than 100 kilometres from the briefing session venue.

15.7 Subsistence Allowances for Itinerant Marking

Marking Staff engaged in itinerant marking outside the metropolitan area of Sydney who are required to stay overnight at a place other than their usual place of residence during the marking period, shall be entitled to the payment of the daily allowance at item 1(a) of table 4 Schedule 1. The entitlement to this allowance will apply for periods of 24 hours and for any periods less than 24 hours will be compensated by the payment of the hourly allowance at item 1(b) of table 4 Schedule 1.

15.8 The allowances contained in subclauses 15.5, 15.6 (except for the allowances payable pursuant to subclause 15.6.3(c) and 15.6.4) and subclause 15.7 shall be adjusted in accordance with the rates as approved from time to time by the Secretary, NSW Treasury. (The allowances payable pursuant to subclause 15.6.3 (c) and 15.6.4 shall be adjusted in accordance with pay increases to this award).

16. Deduction of Unions' Membership Fees

- (i) The unions shall provide the employer with a schedule setting out unions' fortnightly membership fees payable by members of the unions in accordance with the unions' rules.
- (ii) The unions shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of unions' fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the unions' rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employees' pay shall be forwarded regularly to the unions together with all necessary information to enable the unions to reconcile and credit subscriptions to employees unions' membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the unions, all unions membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union's membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

17. Superannuation

- 17.1 All Employees shall be entitled to occupational superannuation at the appropriate Superannuation Guarantee Contribution (SGC) rate for all payments pursuant to clause 15.2 Rates of Pay.

18. Salary Sacrifice to Superannuation

- 18.1 Notwithstanding the salaries prescribed by Schedule 1, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 15, Rates of Pay and Allowances, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 18.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 15 in the absence of any salary sacrifice to superannuation made under this award.
- 18.3 the Employee May Elect to Have the Portion of Payable Salary which is Sacrificed to Additional Employer Superannuation Contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 18.4 Where an employee makes an election in terms of subclause 18.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 18.5 Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*,
- the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 18.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 18.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 18.5 of this

clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 15 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

SECTION 5 - AWARD COMPLIANCE AND RELATED MATTERS

19. Nomination of Unions' Representatives

- 19.1 In each marking section union members will be permitted, at the commencement of marking, the necessary time to meet for the purpose only of nominating a union representative. Such meeting may be announced using a public address system (if possible) provided that there is no undue disruption to other nearby markers.

20. Dispute Resolution Procedures

- 20.1 Subject to the provisions of the *Industrial Relations Act 1996*:
- 20.1.1 Should any dispute, question or difficulty arise concerning industrial matters occurring in a particular workplace, then the employee or the union's workplace representative will raise the matter with relevant Supervisor of Marking as soon as practicable.
- 20.1.2 The Supervisor of Marking will discuss the matter with the employee or the union's workplace representative with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 20.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the employee or the union may raise the matter with the Director with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 20.1.4 Where the procedures in the preceding paragraph do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Chief Executive Officer and the Branch Secretary, Division Secretary and General Secretary of the respective unions. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 20.1.5 Should the above procedures not lead to a resolution, then either party may apply to the Industrial Relations Commission of New South Wales.
- 20.2 Whilst the procedures outlined in clause 20.1 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

21. No Further Claims

- 21.1 Except as provided by the *Industrial Relations Act 1996*, there shall be no further rates of pay or conditions claims by the parties prior to 31 December 2018 in relation to matters expressly contained in this award.

22. Anti-Discrimination

- 22.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- 22.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 22.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 22.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 22.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

23. Work Health and Safety

- 23.1 For the purposes of this clause, the following definitions shall apply:
- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has at its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that employer which might otherwise have been carried out by the other employer's own employees.
- 23.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- 23.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 23.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

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

24. Area Incidence and Duration

24.1 This award:

24.1.1 This award rescinds and replaces the Higher School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Award 2014 published 24 June 2016 (379 I.G. 785).

24.1.2 This award shall commence on 1 July 2017 with a nominal term until and including 31 December 2018.

This award remains in force until varied or rescinded, the period for which it was made having already expired.

24.2 Covers all casual employees employed by NESA pursuant to the Act engaged to mark the Higher School Certificate examinations at various locations determined by the Chief Executive Officer, NSW Education Standards Authority.

SCHEDULE 1

Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates:

Classification	Weekday Rates		Weekday Supplementary Rates		Weeknights and Saturday Rates		Sunday Rates	
	Per Hour from		Per Day from		Per Hour from		Per Hour from	
	1/7/17	1/7/18	1/7/17	1/7/18	1/7/17	1/7/18	1/7/17	1/7/18
	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Marker	79.53	81.52	77.08	79.01	88.59	90.80	119.25	122.23
LOTE Examiner	-	-	77.08	79.01	88.59	90.80	119.25	122.23
LOTE Casual	79.53	81.52	-	-	88.59	90.80	119.25	122.23
Senior Marker	98.69	101.16	90.93	93.20	109.90	112.65	148.05	151.75
Assistant Supervisor of Marking	114.13	116.98	105.18	107.81	127.12	130.30	171.13	175.41
Supervisor of Marking	126.41	129.57	116.49	119.40	140.80	144.32	189.68	194.42

Table 2- External and Corporate Per Unit Marking Rates on and from

HSC	1/7/2017 Rates per unit 2.5%	1/7/2018 Rates per unit 2.5%
(a) Mathematics		
Payments will be on a per question basis Base Rate (Mathematics in Practice/Mathematics in Society/General Mathematics paper from 2001)	3.154	3.233
2-3 Unit paper - Mathematics paper from 2001	4.504	4.617
3 Unit Additional paper - Mathematics Extension 1 paper from 2001	4.883	5.005
4 Unit Additional paper - Mathematics Extension 2 Paper from 2001	5.332	5.465
(b) Other subjects -		
Payments will be on a per three hour paper basis Base Rate	28.55	29.26
3 Unit Additional Paper	35.66	36.55

Table 3 - Languages Other than English (LOTE) Examiners Hourly Rates on and from

A. Weekday Examining	1/7/2017 Rates per hour 2.5%	1/7/2018 Rates per hour 2.5%
1. Languages other than English (LOTE) Examiners	14.04	14.39

Table 4 - Other Rates and Allowances

Item No	Clause No.	Brief Description	1/7/17 Amount \$	1/7/17 Amount \$	1/7/18 Amount \$	1/7/18 Amount \$
			(a) Daily rate \$	(b) Hourly rate \$	(a) Daily rate \$	(b) Hourly rate \$
1	15.7	Travelling Allowance -				
		Capital City Rate	310.95	12.96	310.95	12.96
		Newcastle	290.95	12.12	290.95	12.12
		Wagga Wagga	269.95	11.25	269.95	11.25
		Port Macquarie	265.95	11.08	265.95	11.08
		Maitland	277.95	11.58	277.95	11.58
		Wollongong	261.95	10.91	261.95	10.91
		Orange	280.95	11.71	280.95	11.71
		Broken Hill	248.45	10.35	248.45	10.35
		Dubbo	248.45	10.35	248.45	10.35
		Bathurst	248.45	10.35	248.45	10.35
		Other Country Centres	226.45	9.44	226.45	9.44
2	15.5	Meal Allowance (based on the Overtime Meal rate (which is the same for breakfast, lunch or dinner) provided by The Treasury Review of Meal, Travelling and other Allowances).	2017 29.40		2018 29.40	

3	15.6.1 15.6.3(a)	Travel Allowances (based on 40 km multiplied by the use of private motor vehicle casual rate pursuant to clause (15.8). Employees engaged in Corporate Marking in metropolitan areas of Sydney, Newcastle and Wollongong. Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong	10.56 per day	10.56 per day	
4	(a) (b)	15.6.2 15.6.3(b)	Motor Vehicle allowance - distances exceeding travel to and from usual place of residence and usual place of work: Itinerant markers Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong in excess of 40 km up to maximum 160 km per day	0.660 0.264	0.660 0.264
			1/7/2017	1/7/2018	
5	15.6.3(c) 15.6.4	Travel Allowance fixed payment for: Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong not claiming the allowance at 15.6.3(a) on a daily basis whose usual place of residence is outside the Sydney metropolitan area in excess of 100 km from the marking centre Itinerant markers who reside outside Sydney metropolitan area attending briefing sessions inside the Sydney metropolitan area where the person's usual place of residence is in excess of 100 km from the briefing session venue.	148.55	152.26	
			234.68 once per engagement	240.55 once per engagement	
6	15.2.8	External Onscreen Marking ICT Allowance for use of ICT facilities broadband	12.61 once per engagement	12.93 once per engagement	

Table 5 - Hourly Rates Floor to apply to Corporate Onscreen Marking:

Classification	Weekday Rates		Weekday Supplementary		Weeknights and Saturday Rates		Sunday Rates	
	Per Hour from		Per Day from		Per Hour from		Per Hour from	
	1/7/17	1/7/18	1/7/17	1/7/18	1/7/17	1/7/18	1/7/17	1/7/18
	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Marker	78.77	80.74	76.34	78.25	87.75	89.94	118.11	121.06

P. KITE, Chief Commissioner.

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INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Independent Commission Against Corruption.

(No. 2017/176033)

Before Chief Commissioner Kite

14 June 2017

AWARD

Clause No.	Subject Matter
1.	Title of Award
2.	Dictionary of Terms
3.	Aims of the Award
4.	Communication and Consultation
5.	ICAC Officer Classification and Salary Structure
6.	Basis of Employment
7.	Performance Management and Salary Increments
8.	Training and Development
9.	Redundancy and Redeployment
10.	Conditions of Employment
11.	Hours of Employment - Flexible Working Hours Scheme (FWHS)
12.	Flexible Work Arrangements (FWA)
12A.	Lactation Breaks
13.	Annual Leave
14.	Concessional Leave and Easter Thursday
15.	Long Service Leave (Extended Leave)
16.	Family and Community Service Leave and Carer's Leave
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21.	Public Holidays
22.	Sick Leave
23.	Special Leave
23A.	Leave for Matters Arising from Domestic Violence
24.	Study Time and Examination Leave
25.	Travelling Time Compensation
26.	Overtime
27.	Performing Higher Duties
28.	Allowances and Loadings
29.	Investigators, Surveillance Officers and Technical Services Officers
30.	Secure Employment Test Case WHS Obligations
31.	Grievance and Dispute Resolution
32.	No Extra Claims
33.	Anti-Discrimination
34.	Salary Packaging
35.	Area, Incidence and Duration

Schedule 1 - ICAC Officer Classification Salary Rates
Schedule 2 - Allowance Rates
Schedule 3 - Casual Employees Entitlements

1. Title of Award

This Award will be known as the Independent Commission Against Corruption Award 2017.

2. Dictionary of Terms

Commission - the Independent Commission Against Corruption

ICAC - the Independent Commission Against Corruption

PSA - the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

Executive - the ICAC's statutory officers and Executive Directors

Commissioner - the Commissioner of the ICAC

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

3. Aims of the Award

The Commission is a statutory body set up under the *Independent Commission Against Corruption Act 1988* to expose and minimise corruption in the NSW public sector. This Award documents the conditions of employment and the rights and obligations of management and staff that will help to achieve this objective.

This Award was negotiated by the ICAC Award Negotiation Committee comprised three staff, a Public Service Association industrial officer and three management representatives. Staff were consulted throughout the development of the Award and have agreed to this Award.

The Award aims to achieve the following outcomes:

- to improve the efficiency and productivity of the ICAC
- to enhance our culture of consultation
- to provide equitable remuneration and conditions of employment
- to provide information on conditions of employment in plain English
- to improve the development and utilisation of staff

We are committed to certain fundamental values in all our interactions with public sector agencies, other organisations, individuals and our staff. We will:

- advance the public interest at all times
- always act ethically and with integrity
- be fair, impartial and accountable in all our work
- strive for excellence in everything we do
- be tenacious and professional in pursuing our aim

respect each other and work collaboratively

preserve the ICAC's independence.

This Award rescinds and replaces all other industrial instruments except as referred to in this document.

4. Communication and Consultation

The Commission Consultative Group (CCG) is the formal mechanism for consultation and communication between staff and management on matters of policy and procedure.

Purpose - to improve performance through consultation leading to informed decision making.

Role - to consider issues of policy or procedure, with Commission-wide significance to staff, as referred by staff and management. Generally, the CCG provides a consultative forum for developing or reviewing policies, procedures, and/or recommendations as to final policy or procedure to the Commissioner or manager with delegated authority. Delegation to the CCG of decision-making power in suitable matters will also be an option for the Executive.

PSA representation - a PSA industrial staff representative.

Staff representation - there are five staff representatives, at least one of whom is a delegate of the PSA. Representatives are elected by secret ballot and are appointed for a period of two years.

The Executive representation - three Executive representatives are appointed by the Commissioner for a period of two years.

Operation - The CCG determines its own meeting procedure and charter of operation.

Other committees - The Access and Equity Committee, the Occupational Health and Safety Committee and the Classification Committee report to the Commissioner through the CCG. The CCG will ensure that these committees are appropriately structured and operate in accordance with relevant legislation, including that election procedures are appropriate, and that membership is balanced by gender and is representative of the staff

5. ICAC Officer Classification and Salary Structure

- (1) The ICAC Officer classification Grades 1 - 8 have regard to the following principles:
 - (a) work of equal value attracts equal remuneration a structure reflecting a composite weighting of the markets from which the Commission recruits its employees
 - (b) a structure which supports improved performance.
- (2) The ICAC Officer salary rates appear in Schedule 1 of this Award.
- (3) The salary structure has regard for equivalent work value and salaries in the following markets:

NSW public sector (Administrative & Clerical and Legal), Police/Investigator (NSW, Federal, Australian Crime Commission)

Private sector (Information Technology)
- (4) The CCG will examine the ICAC Officer classification system in order to consider the benefits of reducing the number of grades and salary points, improve opportunities for progression to positions at higher grades through the introduction of "soft barriers" or other measures, and other changes suggested by the Executive or staff.

- (5) The annual salaries of ICAC staff covered by this Award shall be adjusted by an increase of 2.5% from the first full pay period on or after 1 July 2017.

6. Basis of Employment

- (1) The employment of members of staff of the Commission is subject to s.104 of the *Independent Commission Against Corruption Act 1988*.
- (2) Members of staff of the Commission are appointed by the Commissioner and are taken to be employed by the Government of New South Wales in the service of the Crown but the Commissioner is, for the purposes of any proceedings relating to staff employed under s.104 held before a competent tribunal having jurisdiction to deal with such matters, taken to be the employer of the staff.
- (3) Persons employed under s.104 are appointed as a member of staff of the Commission at the discretion of the Commissioner and are subject to the control and direction of the Commissioner.
- (4) The basis of employment in the Commission is permanent (either full-time or part-time), that is, continuing employment subject to satisfactory work performance and conduct.
- (5) The Commission may engage employees other than permanent employees. These employees may be part-time, casual, fixed term or secondees and will be engaged when:
- (a) additional skills, expertise or experience in the current workforce are required and the position will not be required on an ongoing basis.
 - (b) a position is vacant because an employee is on approved leave of absence.
- (6) It is the intention of the parties that the Commission's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Commission prior to the initiation of any external action. Appointment to a position at the ICAC will involve a six months probationary period or such period as the Commissioner directs. The probationary period applies to permanent employees and non permanent employees who are employed for periods of greater than six months.
- (7) Satisfactory performance encompasses, but is not limited to:
- (a) satisfactory discharge of duties as incorporated in the individual performance agreement
 - (b) participation in corporate activities
 - (c) commitment to and participation in training and development opportunities.
- (8) Satisfactory conduct encompasses, but is not limited to:
- (a) observing the law
 - (b) observing Commission policies and procedures
 - (c) observing ethical standards of behaviour as set out in the Commission's Code of Conduct.
- (9) Subject to section 104 of *Independent Commission Against Corruption Act 1988*, the Commission will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW employers.
- (10) Recruits may decide to be seconded to a permanent position or come to the Commission on Leave Without Pay from their substantive employer. Where a recruit decides to do this, the Commission requires a minimum period of employment of two years. Further extensions of no less than one year, provided performance and conduct are satisfactory, will be considered. Staff currently on secondment or leave without pay may apply to resign from their substantive employment and join the Commission as a

permanent member of staff in their current job, provided performance and conduct are satisfactory and, where possible, three months' notice is given. This opportunity is not available to temporary employees.

- (11) A temporary employee may be directly appointed to a permanent position if the employee has filled that position for two years on a temporary basis and was initially recruited under merit selection.
- (12) Resignation - 4 weeks notice in writing is required unless the Commission agrees to a lesser period of notice.
- (13) Termination of employment - 4 weeks notice shall be given by staff; or in lieu of notice, the Commission may grant payment in lieu.
- (14) Casual employees shall receive leave entitlements as referred to in Schedule 3 of this Award.

7. Performance Management and Salary Increments

- (1) The aims of the Commission's performance management system are:
 - (a) to establish a climate of continuous improvement within the Commission
 - (b) to match individual staff performance objectives with Commission performance objectives and Corporate and Strategic Plans
 - (c) to provide a process that ensures honest communication between staff and supervisors about the work they do, how it is done and how performance is measured
 - (d) to ensure the identification of training and development needs are in line with requirements of the individual and the Commission.
- (2) The Commission's performance management system is based on an annual performance agreement between staff and their supervisor. The annual performance agreement sets out the agreed outcomes to be measured and how these outcomes will be measured (i.e. performance measures).
- (3) There are stages to be completed each year for the Commission's performance management system, which will occur at a common time for all employees, these stages are outlined in the Commission's policy on performance management.
- (4) Progression through the salary points in the ICAC Officer range is based on performance under the Commission's performance management system. The Annual Review, which occurs in June each year, includes an overall assessment of performance.
- (5) All staff have a common increment date of 1 July and their increment will be eligible for payment in the first full pay period commencing on or after 1 July each year, subject to satisfactory performance under the Commission's performance management system.
- (6) The minimum period of service required before consideration for an increment would be 4 months subject to completion of a Performance Agreement within 6 weeks of appointment or promotion.
- (7) Procedures for managing poor performance will include:
 - (a) the implementation of a 3 month performance improvement plan, with a further extension of 1 month if performance remains unsatisfactory.
 - (b) the deferral of an increment following unsatisfactory performance will create a new increment anniversary date for that year. If performance is maintained at a satisfactory level for at least a 4 month period, prior to the common increment date of 1 July, the staff member, similar to other staff, may be considered for an increment at that time. If the period of satisfactory performance and issuing of a new increment date is less than four months prior to the common increment date then the staff member will only receive an increment on their new increment date and will not be

entitled to another increment at the common increment date. If performance is maintained at a satisfactory level, it will not be until the subsequent year that the common increment date will once again become applicable.

8. Training and Development

- (1) The Commission is committed to providing training and development activities that aim to increase the skills, knowledge and experience of staff. The activities provided include:
 - (a) job relevant training
 - (b) refresher courses
 - (c) new skills training
 - (d) participation in corporate activities
 - (e) opportunities to do work at a similar or higher grade within the Commission, or on secondment to other agencies
 - (f) transfer, promotion or secondment opportunities
 - (g) training where performance has been identified as inadequate
 - (h) other career development opportunities relevant to the work of the Commission.
- (2) The CCG will oversee the implementation of the Commission's Training and Development Policy, taking into account:
 - (a) the needs of all employees
 - (b) access is fair and in line with EEO principles
 - (c) corporate or Unit planning or training arising out of the Commission's performance management program
 - (d) the level of resources needed in implementing the program and the most effective way of using those resources.

9. Redundancy and Redeployment

Staff and management are covered by the provisions of the NSW Department of Premier and Cabinet's 'Managing Excess Employees' Policy and directions for redundancy and redeployment.

10. Conditions of Employment

- (1) The conditions of employment are set out in this Award and include compliance with the Commission's General Policies and Procedures. The Commission's General Policies and Procedures are to be read as amended and in force at the date under consideration. To the extent of any inconsistency between the Commission's General Policies and Procedures and the Award, the conditions of the Award shall prevail.
- (2) The ICAC's conditions of employment are based on NSW public service conditions at the date of the making of this Award. Changes in public service Awards and/or conditions of employment that occur after the making of this Award will be referred to the CCG for consideration and possible recommendation to the Commissioner. If it is decided they should apply, this Award will be varied in accordance with the *Industrial Relations Act 1996*.

- (3) In setting conditions of service for staff of the Commission regard will be given to the provisions of the current Crown Employees (Public Service Conditions of Employment) Award.
- (4) If conditions of employment for staff of the Commission are not covered by this Award then the provisions of the current Crown Employees (Public Service Conditions of Employment) Award will be referred to. Any changes to conditions of service will be made in consultation with the CCG. Where they differ, for example in relation to Surveillance Officer conditions, they are defined in policy documents held at the ICAC.
- (5) Staff transferring to the Commission from other NSW public sector agencies may be able to transfer some of their existing entitlements to the Commission consistent with NSW public sector mobility provisions. However, the transfer of annual leave entitlements is restricted to a maximum of 5 days. This restriction of a maximum of 5 days of leave does not apply to the transfer of other types of leave entitlements to the Commission.

11. Hours of Employment - Flexible Working Hours Scheme (FWHS)

- (1) The Commission operates under a Flexible Working Hours Scheme as follows. This clause must be read in conjunction with the Commission's Flexible Working Hours Policy (Policy 31) as is in force at the relevant time. The provisions of this clause prevail to the extent of any inconsistency with the policy.
- (2) Purpose - to improve organisational performance and to provide the Executive and employees with flexibility in arranging working hours.
- (3) Principles - In order that staffing levels are sufficient to meet operational requirements, the Guarantee of Service and performance standards, management and staff are committed to ensuring that:
 - (a) decisions regarding working hours will be made taking into account the requirements of the particular Division, Section or team and the Commission
 - (b) decisions regarding working hours will be made between an employee and their direct supervisor based on consultation and negotiation
 - (c) supervisors will notify staff of the need to change hours as soon as practicable
 - (d) staff will give reasonable notice of request for flex leave.
- (4) The provisions of this clause shall apply to part time staff on a pro rata basis.
- (5) Surveillance Officers - Management recognises the need for greater flexibility in managing the flexible working hours' scheme for Surveillance officers and allows for variations in recognition of the employment situation of surveillance staff, which are referred to in the Flexible Working Hours policy.
- (6) Ordinary hours of work - 7 hours/day, 35 hours/week, Monday to Friday.
- (7) Commission's daily hours of business - 9 am to 5 pm.
- (8) Daily period in which work is to be performed (bandwidth) - 7.30 am to 7.00 pm. This period may be varied with the agreement of staff and their supervisor to meet Commission or staff needs. If the bandwidth is altered, flex is accrued after 7 hours work (excluding meal breaks) and overtime after 11.5 hours from the start of the altered bandwidth.
- (9) Minimum hours to be worked each day - 5 hours. Minimum hours may be varied temporarily by agreement of the staff member and their Executive Director in exceptional circumstances.
- (10) Maximum hours to be worked each day - 10, unless approved otherwise.
- (11) Meal break - Minimum of 30 minutes every 5 hours. Surveillance Officer meal breaks and the payment of meal allowances are defined in a policy document held at the ICAC.

- (12) Flex Period - 140 hours (4 weeks), which are the contract hours for a full time employee.
- (13) Maximum Flex Leave that can be taken in any financial year - 26 days (182 hours). This includes both flex and banked flex leave.
- (14) Carry over credit at end of Flex Period - up to 21 hours.
- (15) Carry over debit at end of Flex Period - up to 10 hours. Debits in excess of 10 hours must be offset by an application for Annual Leave.
- (16) Flex Leave (FL) and Banked Flex Leave (BFL) that can be taken in a Flex Period - 21 hours. Staff are expected to take Flex leave and or banked flex leave as either a half day (3.5 hours) or a full day (7 hours). Part time employees may take a pro rata amount equivalent to the hours worked on a specific day. Flex Leave may be taken at the beginning and/or end of a period of other leave.
- (17) Banked Flex Leave - Working hours in excess of the 21 hour carry over credit may be banked. The maximum hours to be banked is up to 21 hours. The minimum amount of banked flex leave that can be used is 3.5 hours. BFL may be taken in conjunction with Flex leave and at the beginning and/or end of a period of other leave.
- (18) Flex Record - Staff must maintain current and accurate records of their working hours on the Timekeeper system. Data from the Record will be analysed from time to time.
- (19) Where a staff member has accrued 6 weeks recreation leave (over 30 days), unless otherwise authorised by their Director, flex leave, including banked flex leave can only be taken in situations where at least one day of recreation leave has been applied for and approved within the flex period. If, however recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

12. Flexible Work Arrangements (FWA)

- (1) This Award aims to provide assistance to staff in balancing their personal and work commitments. This enables the Commission to be more flexible in the delivery of its services and to improve the satisfaction of staff. FWA will only be available with the agreement of management. All conditions of employment in this Award apply to part time staff on a pro-rata basis.
- (2) The following FWA are available:
 - (a) Permanent Part-time Employment - enables staff to permanently work hours which are less than the full-time weekly hours of their position.
 - (b) Part-time Leave Without Pay - enables staff to work on a part-time basis for a period of time, either by cutting hours in their current position or by doing other duties. At the end of the period they return to full-time work.
 - (c) Part Year Employment - enables staff to work for an agreed number of weeks per year, with an agreed number of unpaid weeks.
 - (d) Job Sharing - enables a job to be shared by two or more staff. They may be employed on a part-time basis or may be full-time employees taking part-time leave without pay.
 - (e) Working at home - Staff may work at home from time to time if it is an efficient and effective way of working and the outcomes to be achieved are agreed to by their supervisor. The documented security policies and procedures relating to this provision must be adhered to at all times.
- (3) A permanent member of staff originally employed on a full-time basis and currently working in a FWA has the right to return to full-time employment. In such a case they will be paid at their substantive

salary level but may not be able return to the work carried out before entering the FWA in accordance with the ICAC Policy.

12a. Lactation Breaks

- (1) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (2) A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (3) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (4) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- (5) The Commission shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (6) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (7) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (8) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 22, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 11, Hours of Employment - Flexible Working Hours Scheme (FWH) of this award, where applicable.

13. Annual Leave

- (1) Staff are entitled to 20 working days/140 hours of annual leave per year. Annual leave accrues at the rate of 1.67 working days/11.62 hours per month and may be taken in periods of not less than ¼ day. At least 10 days annual leave must be taken each financial year. To enable better planning of annual leave and flex and banked flex leave, and to ensure better availability of staff throughout the year, staff undertake to manage their annual leave to give the Commission maximum notice of their wishes. The Commission, will, wherever possible, meet the leave requirements of staff; however, the taking of annual leave is subject to Commission convenience.
- (2) An annual leave entitlement does not accrue during any periods of unpaid leave except for periods of sick leave without pay.
- (3) Staff annual leave balances at 30 June each year can accrue to a maximum of 30 working days/210 hours unless an approval to conserve annual leave has been granted by the relevant director. The taking of flex leave can be affected by annual leave balance in excess of 30 days. Refer to clause 11, Hours of Employment - Flexible Working Hours Scheme (FWH).

14. Concessional Leave and Easter Thursday

- (1) Concessional Leave: At Christmas, where the Premier grants concessional leave, the Commissioner may make a similar grant to Commission staff provided that adequate service to the public is maintained. Advice to staff on whether the leave is available, as well as the relevant conditions, will be provided at least two weeks prior to Christmas each year.
- (2) Easter Thursday: The Commissioner may grant access to an additional ½ day flex leave on the afternoon of Easter Thursday in the flex period in which Easter Thursday falls, provided that adequate service to the public is maintained. In order to be able to take the additional ½ day of flex leave the staff member must have enough flex time accrued during the flex period to ensure he/she does not go into debit of more than 10 hours at the end of the flex period.

15. Long Service Leave (Extended Leave)

- (1) The ICAC long service leave entitlements are:
 - (a) Long Service Leave (LSL) entitlement after 10 years service - 2 months (44 working days) on full pay and 11 working days for every year of service thereafter. LSL may be taken at half pay.
 - (b) LSL entitlement after 7 years service - staff with 7 years or more service will be entitled to take (or be paid out on resignation) LSL in the usual manner. The quantum of leave available is that which would have applied if pro rata leave was granted. No repayment will be required if a staff member does not reach 10 years service.
 - (c) LSL entitlement after 5 years service but less than 7 years service - If the ICAC terminates employment for reasons other than serious and intentional misconduct, or, staff leave on account of illness, incapacity or domestic or other pressing necessity, staff are entitled to 1 month's LSL for 5 years service plus a pro-rata rate for service of between 6 and 7 years.
 - (d) LSL on Double Pay - A staff member with an entitlement to LSL may elect to take leave at double pay. The additional payment will be made as a superable, taxable allowance for employees covered by the *First State Superannuation Act 1992* and members of another complying fund of their choice. The double payment is not superable for members of the closed NSW Public Sector Superannuation Schemes, which are established by the I 1906, the *State Authorities Non-Contributory Superannuation Act 1987*, the *State Authorities Superannuation Act 1987* and the *Superannuation Act 1916*.

The staff members leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance. Other leave entitlements, eg recreation leave, sick leave and LSL will accrue at the single time rate where a staff member takes LSL at double time. Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at the single time rate. Where a staff member elects to take LSL at double pay, in most cases a minimum period of absence of one week should be taken, i.e. one week leave utilising two weeks of accrued leave.

- (2) Public holidays that fall whilst a staff member is on a period of LSL will be paid and not debited from a staff member's LSL entitlement. In respect of public holidays that fall during a period of double pay LSL a staff member will not be debited in respect of the leave on a public holiday. The staff member's leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.
- (3) Service for LSL purposes - The following service with public sector agencies may count for LSL purposes, depending on the agency:
 - (a) permanent and temporary work periods of employment with the ICAC under the *Independent Commission Against Corruption Act 1988*.

- (b) continuous service with agencies under the Government Sector Employment Act 2013 and as defined by the Department of Finance, Services and Innovation, NSW Industrial Relations Executive Director. This generally includes service with the NSW public sector, some agencies in the Commonwealth and other states. Where the break in service between a public sector agency and starting work with the ICAC is less than two months, this previous employment may be able to be recognised for LSL purposes providing that the offer of employment with the Commission was accepted with the Commission prior to resignation.

16. Family and Community Service Leave and Carer's Leave

- (1) Family and Community Service Leave (FACSL) - staff may be granted FACSL for reasons relating to unplanned and/or emergency situations associated with:
 - (a) their family responsibilities
 - (b) their performance of community service duties
 - (c) pressing necessity.
- (2) Such unplanned and emergency situations may include, but not be limited to, the following:-
 - (a) Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household including organising and attending to funeral arrangements;
 - (b) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - (e) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Commissioner considers the granting of family and community service leave to be appropriate in a particular case;
 - (f) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State;
 - (g) Absence during normal working hours to attend meetings, conferences or to perform other duties for staff members holding office in Local Government whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (3) Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (4) FACS leave can be used for carer's responsibilities to care for an ill family member as defined below. In this situation, FACS leave does not need to be unplanned or an emergency however, FACS leave needs to be exhausted prior to carer's leave being accessed to care for an ill family member. Refer to carers leave for further explanation.
- (5) A family and relative of a staff member for these purposes is:
 - (a) Your child
 - (b) The child of your current or former husband, wife, de facto opposite or same sex partner

- (c) Any adult who you are the legal guardian of
- (d) Any 'immediate family member'. This means any of the following:
 - (i) Your current or former husband, wife, de facto opposite or same sex partner,
 - (ii) Your grandchild or the grandchild of your current or former husband, wife, de facto opposite or same sex partner,
 - (iii) Your parent or the parent of your current or former husband, wife, de facto opposite or same sex partner,
 - (iv) Your grandparent or the grandparent of your current or former husband, wife, de facto opposite or same sex partner,
 - (v) Your brother or sister or the brother or sister of your current or former husband, wife, de facto opposite or same sex partner.
- (6) Family and Community Service Leave Shall Accrue as Follows:
 - (a) 2-1/2 days in the staff member's first year of service;
 - (b) 2-1/2 days in the staff member's second year of service; and
 - (c) 1 day per year thereafter.
- (7) Part time staff will accrue at a pro-rata amount.
- (8) Where FACSL is exhausted, two additional working days FACSL may be granted on a discrete per occasion basis on the death of a person defined above.
- (9) Carer's Leave (CL) - Where FACSL is exhausted, unused sick leave may be granted to staff responsible for the care of an ill family member using the above definition of family member.
- (10) The sick leave that can be accessed is:
 - (a) unused sick leave from the previous 3 years.
 - (b) access to additional sick leave accumulated from eligible service may be granted in special cases.
- (11) When applying for CL staff must supply:
 - (a) a medical certificate or Statutory Declaration for periods greater than 2 consecutive working days.
 - (b) details of the name of the person being cared for, their relationship with that person, the reason for that period of leave.
 - (c) the exact nature of the illness does not need to be disclosed.
- (12) The use of CL will be managed in the same way as sick leave, with evidence and medical certificates being required when applying for carers leave for takings in excess of two consecutive days.
- (13) Where FACSL and CL are exhausted, time off in lieu of overtime or travelling compensation or flex time, annual, LSL and leave without pay may be granted.

17. Holy Days and Essential Religious Duties

- (1) Staff of any religious faith who need leave for the purpose of observing holy days of that faith may be granted available paid or unpaid leave provided that adequate notice is given.
- (2) Staff of any religious faith who need time off during daily working hours to attend to essential religious duties of that faith may use the provisions of the Flexible Working Hours Scheme.

18. Leave Without Pay

- (1) Staff may be granted periods of leave without pay in excess of 2 months after 2 years employment with the Commission. The maximum period that may be granted in this case is 12 months subject to special approval by the Commissioner. Staff taking 12 months LWOP must return to work for the Commission for a minimum of 2 years before further LWOP is granted.
- (2) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (3) No paid leave shall be granted during a period of leave without pay.

19. Military Leave

- (1) Staff who are volunteer, part-time members of the Defence Forces may be granted military leave on full pay to attend training, education, instruction and compulsory parades. The grant each financial year is:
 - (a) Navy Reserve - up to 24 calendar days
 - (b) Army Reserve - up to 24 calendar days
 - (c) Air Force Reserve - up to 28 calendar days
- (2) The Commissioner may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- (3) A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified may be granted Military Leave Top up Pay by the Commissioner. Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- (4) During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and the Commission is to continue to make superannuation contributions at the normal rate.

20. Parental Leave

- (1) Parental leave includes maternity, adoption and "other parent" leave.
- (2) Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
 - (a) For a period up to 9 weeks prior to the expected date of birth; and
 - (b) For a further period of up to 12 months after the actual date of birth.
 - (c) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

- (3) Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
- (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.
 - (c) Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- (4) Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- (a) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph (a) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (5) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- (a) Applied for parental leave within the time and in the manner determined set out in subclause (10) of this clause; and
 - (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (i) in advance as a lump sum; or
 - (ii) fortnightly as normal; or
 - (iii) fortnightly at half pay; or
 - (iv) a combination of full-pay and half pay.
- (6) Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a full time position who is on part time leave without pay when they start parental leave is paid:
- (a) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - (b) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - (c) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.

- (7) A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (b) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - (c) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (8) Except as provided in subclauses (5), (6) and (7) of this clause parental leave shall be granted without pay.
- (9) Right to request
- (a) A staff member who has been granted parental leave in accordance with subclause (2), (3) or (4) of this clause may make a request to the Commissioner to:
 - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the staff member in reconciling work and parental responsibilities.
 - (b) The Commissioner shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Commissioner's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (10) Notification Requirements
- (a) When the Commission is made aware that a staff member or their spouse is pregnant, or is adopting a child, the Commission must inform the staff member of their entitlements and their obligations under the award.
 - (b) A staff member who wishes to take parental leave must notify the Commission in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (i) that she/he intends to take parental leave, and
 - (ii) the expected date of birth or the expected date of placement, and
 - (iii) if she/he is likely to make a request under subclause (9) of this clause.
 - (c) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
 - (i) the date on which the parental leave is intended to start, and
 - (ii) the period of leave to be taken.

- (d) Staff member's request and the Commissioner's decision to be in writing

The staff member's request under paragraph (9)(a) and the Commissioner's decision made under paragraph (9)(b) must be recorded in writing.

- (e) A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Commission in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Commissioner agrees.
 - (f) A staff member on maternity leave is to notify the Commission of the date on which she gave birth as soon as she can conveniently do so.
 - (g) A staff member must notify the Commission as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
 - (h) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commission and any number of times with the consent of the Commission. In each case she/he must give the Commission at least 14 days notice of the change unless the Commissioner decides otherwise.
- (11) A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause (9) of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
 - (12) If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
 - (13) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
 - (14) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Commission) must be given.
 - (15) A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
 - (16) A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
 - (17) A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
 - (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - (b) the total period of parental leave is not extended by the taking of recreation leave at half pay;

- (c) when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- (18) If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commission, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- (19) If such adjustments cannot reasonably be made, the Commissioner must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- (20) Communication during parental leave
- (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Commission shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
 - (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
 - (b) The staff member shall take reasonable steps to inform the Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
 - (c) The staff member shall also notify the Commissioner of changes of address or other contact details which might affect the Commission's capacity to comply with paragraph (a) of this subclause.

21. Public Holidays

The provisions of the Banks and Banks Holidays Act 1912 apply and provide for the following public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Christmas Day, Boxing Day or such other public holidays that are proclaimed. The Public Service Holiday is to be taken on a day determined by the Commissioner between Christmas Day and New Year's Day.

22. Sick Leave

- (1) Staff members at the time of the Award variation will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
- (a) At the commencement of employment with the Public Sector, a full time staff member is granted an accrual of 5 days sick leave providing this does not exceed the amount that would normally accrue over their period of employment. This also applies to temporary employees.
 - (b) After the first four months of employment, a full time staff member shall accrue sick leave on a daily basis at the rate of 1.25 working days per month for the balance of the first year of service.
 - (c) After the first year of service, the staff member shall accrue sick leave on a daily basis at the rate of 15 working days per year of service.

- (2) Payment during the initial 3 months of employment with the Commission - Paid sick leave which may be granted to a staff member, in the first 3 months of employment shall be limited to 5 days paid sick leave, unless the Executive Director approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of employment shall be supported by a satisfactory medical certificate.
- (3) Paid sick leave shall not be granted during a period of unpaid leave.
- (4) Any leave not taken is accumulated. Once sick leave with pay is exhausted, sick leave without pay may be granted.
- (5) Medical certificates must be provided for periods of sick leave in excess of 2 consecutive working days, taken on a strike day, consecutively with a public holiday and any time after giving notice of resignation or termination. If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Executive Director will advise them in advance.
- (6) A staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness/medical certificate to their Manager. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to their manager for each occasion absent for the balance of the calendar year.
- (7) As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness/medical certificate that only covers the latter part of the absence, they can be granted sick leave for the whole period if the manager is satisfied that the reason for the absence is genuine.
- (8) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or by the Human Resources Section.
- (9) If a staff member who is absent on recreation leave and/or extended leave, furnishes to their manager a satisfactory medical certificate in respect of an illness of five or more than five working days in duration, which occurred during the period of leave, their manager may, subject to the provisions of this clause, grant sick leave to the staff member.
- (10) Normal sick leave conditions, such as the requirement to furnish medical certificates pertain to sick leave without pay. Sick leave without pay will count as service for the accrual of paid sick leave and recreation leave otherwise it is treated similar to LWOP.

23. Special Leave

- (1) Special leave is paid leave, which applies to activities regarded as for Commission purposes and which are not covered by other forms of leave. Examples of when special leave may be granted are:
 - (a) for jury service, subject to the provision of a certificate of attendance,
 - (b) where staff are subpoenaed or called as a witness by the State, Territory or Commonwealth,
 - (c) some trade union activities with the prior approval of the Commissioner,
 - (d) other instances determined by the Commissioner.

23A. Leave for Matters Arising from Domestic Violence

- (1) The definition of domestic violence is found in clause 2 of this award.
- (2) Leave entitlements provided for, Family and Community Service Leave, Sick Leave and Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.

- (3) Where the leave entitlements referred to in subclause 23.2 are exhausted, Department Heads shall grant Special Leave .
- (4) The Department Head will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.(5)Personal information concerning domestic violence will be kept confidential by the agency.
- (6) The Department Head, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

24. Study. Time and Examination Leave

- (1) The Commission encourages staff to undertake further study to enhance their skills and provides assistance in the form of study time and examination leave for approved part-time courses of study. An approved course is one that develops or enhances a staff member's skills and assists them to carry out their duties in the Commission.
- (2) Study Time - Is available for: attendance at lectures, tutorials, residential schools, field days etc, where these are held during working hours; necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and private study.
- (3) 30 minutes study time is granted for each hour of lecture and/or tutorial attendance, up to a maximum of four hours per week (inclusive of travel time). The grant is the same for correspondence courses for which time granted will be calculated on the basis of the equivalent face-to-face course.
- (4) Block periods of study time may be granted for the research and thesis component of higher degrees, qualifying studies for admission to higher degrees, or honours studies on the following basis:
 - (a) where a course at any level involves a thesis or major project as well as course work, the usual study time would be granted for the course work, and ten days study time for the thesis/major project component;
 - (b) for qualifying studies entirely by thesis the grant is 10 days;
 - (c) for masters degree studies by research and thesis only, the total grant is:
 - (i) 25 days for courses of 2 years minimum duration;
 - (ii) 35 days for courses of 3 years minimum duration.
 - (d) for doctoral studies, the total grant for the full duration of the course is 45 days.
- (5) Examination Leave - Up to 5 days per year is available for the time actually involved in attending an examination as well as necessary travelling time during working hours. It is not available where an examination is conducted within normal class timetables during the term/semester and study time has already been granted.

25. Travelling Time Compensation

- (1) Staff, except Surveillance Operatives, who undertake approved travel to a location other than the Commission's head office to perform their work, may be compensated for the travelling time involved if it is additional to their normal travel time to and/or from head office:
 - (a) Travel during bandwidth: is regarded as normal working hours, less normal travelling time.
 - (b) Travel outside bandwidth: is paid at the normal hourly rate, less normal travelling time.

- (c) Waiting time: will be paid, less one hour, unless overnight accommodation is involved.
- (2) Periods of travelling time of less than 15 minutes; where sleeping facilities are provided; and where staff stop travelling for meal breaks, are not eligible for compensation.
- (3) At the Executive Director's discretion, a staff member may be compensated for such time either by:
 - (a) Payment calculated at staff's current rate of pay with a maximum rate of the 1st Year Rate of ICAC Officer Grade 3; or
 - (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- (4) Time in Lieu is Calculated at the Same Rate as Payment.

26. Overtime

- (1) ICAC Officers Grade 1-6 - who are directed to work outside of the Flex Bandwidth shall be paid overtime at the rate of:
 - (a) Monday to Saturday
 - 150% (time and a half) for the first 2 hours and
 - 200% every hour thereafter.
 - (b) Sunday
 - 200% (double time)
 - (c) Public Holidays
 - (i) Monday to Friday:
 - 250% (double time and a half - includes normal salary rate) during bandwidth
 - 250% (double time and a half) after bandwidth
 - (ii) Saturday and Sunday:
 - 250% (double time and a half)
- (2) Overtime is paid at staff's current rate of pay up to a maximum rate of Grade 5, Level 5. A minimum of 3 hours payment will be paid for overtime worked on weekends and public holidays or when staff are called back to duty. Time in lieu may be granted instead of payment. Time in lieu is calculated at the same rate as payment.
- (3) A Meal Allowance may be paid when an expense is actually incurred in obtaining a meal and staff ceased work for at least 30 minutes before or during the period of overtime (meal breaks during overtime are not to be counted as overtime). The Meal Allowances rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of overtime meal allowances.
 - (a) Breakfast, when required to start work at or before 6 am
 - (b) Lunch, on any Saturday, Sunday or Public Holiday when required to start before or at 8.30 am and until 1.30 pm or later; or, at or after 8.30 am and until 2 pm or later
 - (c) Dinner, when required to work beyond 7.30 pm.

- (4) ICAC Officers Grade 7-8 - are not entitled to the payment of overtime. However, where, in the opinion of the staff member's manager, ICAC Officers Grade 7-8 work excessive additional hours, their manager may approve compensation of not more than 7 hours leave in lieu to be taken within three months of the leave being granted.
- (5) Investigations Staff Overtime Allowance - Investigators, Financial Investigators, Senior Investigators, Special Investigators (Financial and also Technical), Technical Operative, Surveillance Operatives and Surveillance Team Leader are paid an Overtime Allowance in lieu of overtime payments for overtime worked on weekdays. Overtime will be paid as per this clause for work on weekends and public holidays (including those which fall on weekdays). The allowance forms part of overall remuneration and is:
 - (a) Investigators/Financial Investigators/Surveillance Operatives 9.1%
 - (b) Senior Investigators/Special Financial/Technical Investigators/Surveillance Team Leader 8.7%

27. Performing Higher Duties

- (1) Where staff are directed to perform the duties of a higher grade position, in addition to the experience gained performing those duties, an allowance will be paid in the circumstances described here.
- (2) The allowance will be calculated by the difference between staff member's current salary and the nearest salary point of the ICAC Officer Grade of the position being acted in. Payment of the allowance will be as follows:
 - (a) 10 working days or less - No payment
 - (b) 11 or more working days - 100% difference for the full period, except if the staff member does not undertake all the duties and responsibilities of the higher position, a percentage of the difference is paid as agreed between the staff member and his/her manager.

28. Allowances and Loadings

- (1) Annual Leave Loading (ALL)
 - (a) Each year, in the first pay period in December, staff will be eligible to be paid an ALL of 17.5% of the monetary value of up to four weeks Annual Leave accrued in the prior period of 1 December to 30 November. New staff will be paid a pro-rata allowance based on Annual Leave accrued from their entry on duty to 30 November.
 - (b) The maximum rate at which ALL is calculated is the 5th Year rate of ICAC Officer Grade 7. ALL is not paid on resignation or dismissal but is paid on retirement and redundancy.

- (2) Associate's Allowance

Staff trained to be Associates will receive the allowance referred to in Schedule 2 of this Award. The allowance will be paid fortnightly to Associates for recognition of annual training and being available to work as an Associate. A daily sitting fee will also be paid for each day of hearings. The allowance will be increased in line with the salary increases prescribed in this Award.

- (3) Community Language Allowance

Staff appointed as language aides under the Community Language Allowance Scheme (CLAS) will be paid the allowance referred to in Schedule 2 of this Award. An annual review of whether the payment of the allowance is still applicable will occur on the anniversary of receiving the allowance. The allowance will be increased in line with the salary increases prescribed in this Award.

(4) First Aid Allowance

- (a) Staff appointed as First Aid Officers will be paid the allowances appearing in Schedule 2 of this Award. These allowances will increase in line with the salary increases prescribed in this Award. The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds one week.
- (b) When the First Aid Officer is absent on leave for more than one week and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff members shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

(5) Incidents Allowance

A 12.2% Incidents Allowance is payable to Surveillance Officers and Surveillance Team Leader in compensation for change of shift; alteration of bandwidth; shift allowance; on-call allowance for days rostered off; and, on-call allowance for days rostered days on.

(6) Travel Allowances - Accommodation, Meals and Incidentals

- (a) The parties agree that the arrangements for travel and meal allowances provided in this clause are to apply to ICAC staff only and do not constitute a precedent for any other department or agency.
- (b) Staff who undertake approved travel to perform their work are entitled to payment of a Travel Allowance to cover costs of accommodation, meals and incidentals, where such expenses are reasonably and necessarily incurred. The Allowance rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of these allowances. The Commission, rather than the staff member, will book and pay for the accommodation in lieu of paying an allowance to the staff member unless it is not conducive to the conduct of a particular investigation.
- (c) When it is necessary for a staff member to make his/her own arrangements for accommodation, where practicable, he/she shall obtain prior approval for such arrangements and the Commission may elect to pay the provider directly. Surveillance Operatives are exempt from this rule and would have their own policy.
- (d) Travel involving an overnight stay when accommodation is provided free of charge, a daily allowance for incidentals as set by the Australian Taxation Office will be paid.
- (e) For travel involving no overnight stay no meal allowance will be paid. Surveillance Operatives are excluded from this clause and have their own policy regarding the payment of meal allowances for one day journeys. If an exception is made by the Commissioner or his/her delegate due to operational considerations, then meals only may be paid at the rate set from time to time by the Australian Taxation Office.
 - (i) Breakfast, when required to commence travel at or before 6.00 am
 - (ii) Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the Commission's office at the time of taking the normal lunch break
 - (iii) Dinner, when required to travel after 7.30 pm.
- (f) Overseas Travel will be at the rate specified from time to time by the Australian Taxation Office as the reasonable limit.

(7) Motor Car allowances

- (a) Where ICAC motor cars are not available, there is no convenient public transport and a car is necessary, approval may be given to staff to use their own motor car for official business. The allowance rates are determined by the Department of Premier and Cabinet. Current allowances appear in Schedule 2 of this Award.
- (b) Where other transport is available but staff elect and the ICAC authorises, staff may use their own car. The specified journey rate applies up to the cost of the public transport alternative.

29. Investigators, Surveillance Officers and Technical Services Officers

- (1) An investigator, financial investigator, senior investigator, special investigator (financial), education, training and project officer, special investigator (technical), surveillance operative, the surveillance team leader and the technical operative employed by the ICAC at the time of making this award shall retain all entitlements under the award.
- (2) The parties agree to consider the role and work of investigators, financial investigators, senior investigators, special investigators (financial) special investigator (technical), surveillance operatives, the surveillance team leader and technical operatives and the manner of their remuneration.

30. Secure Employment Test Case - WHS Obligations

- (1) For the purposes of this clause, the following definitions shall apply:
 - (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (2) If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business).
 - (a) consult with employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (3) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

- (4) Disputes regarding the application of this Clause

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

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

31. Grievance and Dispute Resolution

- (1) These procedures are separate to the ICAC Grievance Policy for matters not related to this Award.
- (2) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (3) A staff member or persons engaged under clause 30 may notify verbally or in writing their immediate supervisor, manager, grievance officer or union, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (4) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty, within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate manager, the staff member or persons engaged under clause 30 may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Commissioner.
- (6) If the matter remains unresolved, the Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (7) A staff member, at any stage, may request to be represented by their union.
- (8) The staff member, or persons engaged under clause 30 or the union on their behalf, or the Commission may refer the matter to the New South Wales Industrial Relations Commission or another appropriate external agency if the matter is unresolved following the use of these procedures.
- (9) The staff member, union, and the Independent Commission Against Corruption shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

32. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

33. Anti-Discrimination

- (1) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, pregnancy or potential pregnancy, disability, homosexuality or other sexual orientation, transgender identity, age, carer's or family responsibilities.

- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award that, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti- discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

34. Salary Packaging

The Commission supports the provision of salary packaging for non-SES staff. The range of items and the terms of salary packaging is in accordance with the Department of Premier and Cabinet's Guidelines and are set out in the ICAC Salary Sacrificing Info page located on the ICAC's Intranet.

35. Area, Incidence and Duration

- (a) This Award applies to all employees permanently, casually or temporarily employed under the ICAC Act. The Award does not apply to the ICAC Executive.
- (b) This Award rescinds and replaces the Independent Commission Against Corruption Award published 24 June 2016 (379 I.G. 809) from 1 July 2017 and shall remain in force until 30 June 2018.

SCHEDULE 1 - ICAC OFFICER CLASSIFICATION SALARY RATES

ICAC GRADE	FFPP 1.7.17 \$
1A	52,941 54,105 55,970 57,373 58,770
1B	59,706 61,332 63,199 64,833 66,468
1C	66,232 67,864 69,730 71,362 73,693
2	75,096 76,728 78,827 81,389 83,260
3	85,590 87,920 89,788 92,584 94,918
4	97,017 99,349 102,384 105,180 107,984
5	110,073 112,639 115,907 119,638 122,437
6	123,136 126,865 129,438 132,700 136,901
7	135,034 137,129 139,464 141,562 146,925
8	143,896 147,858 151,589 155,319 159,281

SCHEDULE 2 - ALLOWANCE RATES

(1) Associate's Allowance, Community Language Allowance Scheme and First Aid Allowance

Allowance	FFP 1.7.17 \$
Associate's Allowance subclause 28(2)	
- Total allowance payable in 12 month financial period not to exceed	6,342 pa
- 50% allowance payable to approved staff members on basis of training and availability	3,170 pa
- Daily Rate	79.25 pd
Community Language Allowance Scheme subclause 28(3)	1,379 pa
Alarm Allowance	4,319pa
First Aid Allowance (Senior)	1,334 pa
First Aid Officer Allowance subclause 28(4)	888 pa

(2) Overtime Meal Allowances - subclause 26(3)

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(3) Travel Allowances - subclause 28(6)

(a) Involving an overnight stay

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(b) Travel of at least 100 kms from head office and involving no overnight stay and approved for reasons relating to operational necessity.

Meals only may be paid at the rate set by the ATO from time to time and as adopted by the ICAC, provided that if there is no set rate, then payment of actuals as per the current policy will be made.

(4) Motor Car Allowances - subclause 28(7)

(a) Official business rate set in line with ATO rates and in future, will vary in line with ATO rates.

(b) Specified journey rate will be 40% of official business rate.

(5) Casual Employees: Persons employed on a casual basis will receive:

(a) Loadings of

(i) 15% for Mondays to Fridays

(ii) 50% for Saturdays

(iii) 75% for Sundays

(iv) 150% for Public Holidays

(b) An additional payment of 1/12th in lieu of annual leave

- (c) Minimum period of engagement of 3 hours
- (d) Maximum period of engagement of 9 hours (excluding meal breaks) without the payment of overtime
- (e) Overtime is paid at the overtime rates set out in clause 26 and based on the ordinary hourly rate plus 15% loading.

SCHEDULE 3 - CASUAL EMPLOYEES' ENTITLEMENTS

(1) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

- (a) The Commission must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

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

(2) Personal Carers entitlement for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (3) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Commissioner and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (d) The casual employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

(3) A family member for the purposes of (2) (a) above is:

- (a) a spouse of the staff member; or
- (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or of de facto spouse of the staff member; or
- (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling.

(4) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (b) The Commissioner and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

LANDCOM AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(Case No. 2017/99854)

Before Chief Commissioner Kite

14 June 2017

AWARD

1. Arrangement

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4.	Parties and Coverage
5.	Definitions
6.	Local Arrangements
7.	Dispute resolution
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40. Sick Leave
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72. Public Holidays
73. Community Language Allowance.
74. Flexible Work Practices
75. Secure Employment
76. Work Health and Safety
77. Lactation Breaks
78. Monetary Rates Table

APPENDIX A

APPENDIX B - SALARY SCHEDULE

2. Title

This award shall be known as the Landcom Award 2017.

3. Area, Incidence and Duration

- (1) This award shall apply to all staff members employed by Landcom in accordance with the Act and replaces in full the following:
 - (a) Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009,
 - (b) Crown Employees (Public Sector - Salaries 2016) Award
 - (c) Crown Employees (Planning Officers) Award 2008

- (d) Crown Employees (Senior Officers Salaries) Award 2012
 - (e) Landcom (Conditions of Employment 2004) Award
 - (f) Landcom (Salaries 2004) Award
 - (g) Any other award, agreement or determination that affected Landcom as a Division of the Department Planning within the NSW Public Service.
- (2) Where there may be inconsistencies between this award and conditions of employment affecting staff of Landcom in previous, or other otherwise applicable, awards or agreements, the arrangements in this award shall prevail.
 - (3) This award rescinds and replaces the Landcom Award 2016 published 24 June 2016 (379 I.G. 838) and shall take effect from 1 July 2017 and shall remain in force until 30 June 2018.
 - (4) This award complies with Section 19 of the *Industrial Relations Act 1996*.

4. Parties and Coverage

- (1) The parties to this award are Landcom and the Public Service Association and Professional Officer's Association Amalgamated Union of New South Wales.
- (2) The provisions of this award shall apply to staff members employed by Landcom.
- (3) The provisions of this award shall not apply to senior managers above Level 8 salary point 23, employed on written contracts of employment, other than clauses 38 to 53 inclusive, which deal with various leave entitlements.

5. Definitions

"Act" means the *Landcom Corporation Act 2001*.

"Agreement" means an agreement as defined in the *Industrial Relations Act 1996*.

"Approved Course" means a course that is relevant to the employment of the staff member and one that has been approved by the Chief Executive Officer.

"Association" means the Public Service Association and the Professional Officer's Association Amalgamated Union of New South Wales (PSA).

"Association Delegate" means an accredited Association delegate responsible for their workplace membership; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.

"Association Official" means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the union for an agreed period of time.

"At the convenience of" means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

"Award" means an award as defined in the *Industrial Relations Act 1996*.

"Birth" means the birth of a child and includes stillbirth.

"Corporation" means Landcom as established by the Act.

"Chief Executive Officer" means the Managing Director of Landcom or a person authorised by the Managing Director.

"Daily Spread of Hours" means a 12 hour daily spread of hours for working the 35 hour week, which will normally fall between 7.00 am and 7.00 pm.

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

"Exchange" means an arrangement agreed to by the Chief Executive Officer, the staff member and a public service department, a public sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of exchange.

"Expected date of birth" in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.

"Full pay" or "half pay" or "double pay" means the staff member's ordinary rate of pay or half the ordinary rate of pay or double the ordinary rate of pay respectively.

"Full-time position" means a position that is occupied, or if not for being vacant, would be occupied, by a full-time staff member.

"Headquarters" means the centre to which a staff member is attached or from which a staff member is required to operate on a long-term basis.

"Industrial action" means industrial action as defined in the *Industrial Relations Act 1996*.

"Local holiday" means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.

"Long service leave" means long service (previously "extended") leave to which a staff member is entitled under the provisions of this award.

"Normal work", for the purposes of clause 7 Dispute Resolution of this award, means the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

"Official overseas travel" means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.

"On duty" means the time required to be worked for the Corporation.

"Overtime" means all time worked outside the Daily Spread of Hours applicable to a staff member working pursuant to the provisions of clause 12 Hours of Work, whether before or after the commencing and finishing times of the Daily Spread of Hours, at the direction of the Chief Executive Officer. "Overtime" also means all time worked outside the set hours of work applicable to a staff member working pursuant to the provisions of clause 14 Standard Hours, whether before or after the commencing and finishing times of the set hours, at the direction of the Chief Executive Officer.

"Part-time entitlement", unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time work arrangement.

"Part-time hours" means the hours that are less than the 35 hours per week that constitute full-time work under this award.

"Part-time position" means a designated part-time position and, unless otherwise specified, includes any position that is filled on a part-time basis.

"Part-time staff member" means a staff member whose ordinary hours of duty are specified as part-time and whose weekly hours of work are less than the 35 hours per week required of full-time staff members.

"Public holiday" means a bank or public holiday under the *Banks and Bank Holidays Act 1912*, but does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

"Recall to duty" means those occasions when a staff member is directed to return to duty outside the staff member's Daily Spread of Hours in the case of a staff member working pursuant to the provisions of clause 12 Hours of Work, or outside the staff member's set hours in the case of a staff member working pursuant to the provisions of clause 14 Standard Hours.

"Residence", in relation to a staff member, means the ordinary and permanent place of abode of the staff member.

"Short leave" means the leave which was available to be granted to staff members in the case of pressing necessity that was replaced by the family and community service leave from 20 September 1994.

"Staff member" means an employee, including a casual, temporary or term employee, of Landcom and, unless otherwise specified in this award, includes both full-time and part-time staff members.

"Standby" means an instruction given by the Chief Executive Officer to a staff member to be available for immediate contact in case of a recall to duty.

"Study leave" means the justification for courses at any level or for study tours during which financial assistance may be approved by the Chief Executive Officer.

"Study time" means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course, generally to a maximum of four hours per week during semester or term period.

"Supervisor" means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Chief Executive Officer to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

"Temporary work location" means the place at or from which a staff member temporarily performs Landcom work if required to work away from headquarters.

"Use of private motor vehicle casual rate" means the appropriate rate payable in respect of a motor vehicle maintained by the staff member for private purposes but which the staff member may elect to use with the approval of the Chief Executive Officer for occasional travel on official business, subject to the allowance paid for such travel not exceeding the cost of travel by public or other available transport.

"Use of private motor vehicle official business rate" means the appropriate rate of allowance payable for the use of a private motor vehicle where no other transport is available and such use is directed by the Chief Executive Officer and agreed to by the staff member or where the staff member is unable to use other transport due to a disability.

"Workplace" means the whole of Landcom or, as the case may be, a branch or section of the Corporation in which the staff member is employed.

"Workplace management" means the Chief Executive Officer or any other person authorised by the Chief Executive Officer to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of Landcom or part of the Corporation.

6. Local Arrangements

- (1) Local arrangements may be negotiated between the Chief Executive Officer and the Association in respect of the whole, or part(s), of Landcom.
- (2) All local arrangements negotiated between the Chief Executive Officer and the Association shall be contained in a formal document such as, but not limited to, a co-lateral agreement, exchange of letters, or a memorandum of understanding.

7. Dispute Resolution

- (1) Subject to the provisions of the *Industrial Relations Act 1996*, all grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within Landcom, if required.
- (2) A staff member is required to notify, preferably in writing, their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (3) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, the Chief Executive Officer or delegate.
- (4) The immediate supervisor or other appropriate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate supervisor or manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the appropriate General Manager or their nominated representative.
- (6) If the matter remains unresolved, the General Manager or their nominated representative shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (7) A staff member may, at any stage of these procedures, request to be represented by the Association and Landcom will agree to such request.
- (8) Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The staff member, Association and Landcom shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

Whilst the procedures outlined in subclauses (1) to (8) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Landcom staff member or member of the public.

For the purposes of this clause, a "General Manager" is a Landcom manager reporting directly to the Chief Executive Officer.

8. Consultation

- (1) There shall be effective means of consultation on matters of mutual interest and concern, both formal and informal, between Landcom management and the Association.

- (2) The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of this Award. The Consultative Working Party shall consist of both Landcom and Association representatives, to be nominated by the respective parties, to the following maximum numbers:

Landcom representatives	3
Association representatives	3

Either party may have additional representatives attend on their behalf following reasonable notice being given to the other party of such a requirement.

- (3) The Consultative Working Party shall meet within one month of the making of this Award and thereafter every three months, or as otherwise agreed between the parties.
- (4) The Consultative Working Party may form Working Groups to examine specific issues for report back to the Working Party.

9. Salaries

- (a) All staff members will be paid in accordance with the salary structures and rates set out in this award.
- (b) The Corporation shall pay salaries and other moneys to staff members on a fortnightly basis into a nominated account.
- (c) Salaries shall include annual leave loading.

10. Classifications

- (1) The Salaries Schedule at Appendix B of this award contains a single Landcom Officer classification, divided into the three categories of Officer, Management and Senior Management.
- (2) All staff member shall have titles reflect their functional responsibility as determined from time to time by the Corporation.
- (3) Senior Management Category
- (a) The inclusion of positions in the Senior Management Category shall be at the discretion of the Chief Executive Officer of the Corporation.
- (b) Staff members appointed by the Chief Executive Officer to positions in the Senior Management Category shall require either one or more of the following:
- (i) a degree qualification;
 - (ii) a qualification deemed to be equivalent,
 - (iii) an accredited property related qualification as well as demonstrated expertise and experience developed from a range of property disciplines and backgrounds such as, but not limited to, engineering, surveying, valuing, real estate, land economics, and architecture;
 - (iv) equivalent demonstrated successful work experience;
- (c) Positions identified by the Corporation as having special requirements may not require the staff member appointed to have a degree qualification.
- (d) The Corporation shall from time to time undertake a formal review of positions included in the Senior Management classification to ensure the Corporation's needs are met.

11. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

12. Hours of Work

- (1) Notionally, staff members will work a 35 hour week, to be worked over a minimum of 5 days on any of the 7 days of the week.
- (2) The normal working week shall be Monday to Friday, with standard office hours from 9.00 am to 5.00 pm.
- (3) The 12 hour daily spread of hours for working the 35 hour week will normally fall between 7.00 am and 7.00 pm (Daily Spread of Hours), unless otherwise agreed. Where staff members are directed to work outside the Daily Spread of Hours applicable to them, overtime provisions shall apply.
- (4) Staff members must reach agreement with their supervisor regarding hours of work, with such agreement able to include provisions to move the Daily Spread of Hours applicable to each staff member to start or finish outside the usual times of 7.00 am and 7.00 pm respectively.
- (5) Agreements between staff members and supervisors will be aimed at achieving the key results for each position in compliance with the overall Landcom Strategic Plan, Business Plans and the performance criteria agreed upon for each staff member within the Landcom Performance Management System.
- (6) Staff members shall record their times of attendance when working in, or from, a Landcom Office. Landcom Offices include, but are not limited to, Regional, Project, Joint Venture and Sales Offices.
- (7) Staff members shall record the time spent on Landcom work when working under a Working from Home agreement.
- (8) The manner of attendance and/or work recording shall be as decided by Landcom.
- (9) Staff members may take a break of 10 minutes in the morning and afternoon, provided that dealings with the public are not affected, and a meal break of no less than 30 minutes must be taken no later than 5 hours after commencing continuous work.
- (10) A staff member may be required to perform duty beyond the hours determined under this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
 - (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (b) any risk to staff member health and safety,
 - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of Landcom and the effect on client services,
 - (d) the notice (if any) given by Landcom regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - (e) any other relevant matter.

13. Agreed Absences

- (1) All staff members covered by this Award shall be entitled to one paid day off per calendar month (except those staff members working standard hours).
- (2) Each staff member and their supervisor shall agree on the day the staff member is to be absent from work pursuant to this clause.
- (3) To meet Landcom business requirements, a paid day off may be postponed for one or more months. The taking of postponed paid days off is a matter for local arrangement between the staff member and their supervisor.
- (4) Subject to agreement between the staff member and their supervisor, up to five paid days off may be conserved by a staff member each calendar year, subject to the following conditions:
 - (a) the conserved paid days off may be taken during the calendar year, subject to arrangement with the supervisor; or
 - (b) up to five paid days off may be "cashed in" during the calendar year at the staff member's option at the staff member's ordinary salary rate; or
 - (c) any balance of conserved paid days off as at 31 December in each year shall be "cashed in".
- (5) Conserved paid days off in excess of five will be forfeit.
- (6) A staff member may accrue their entitlement to Agreed Absences while they are on leave for a continuous period of up to two calendar months (excluding sick leave). If the period of leave exceeds two calendar months (excluding sick leave), the staff member will cease to accrue their entitlement to Agreed Absences until such time as they return to duty.

14. Standard Hours

- (1) Standard hours are set hours of work commencing at 9.00 am and concluding at 5.00 pm inclusive of one hour set aside for a meal break.
- (2) The Chief Executive Officer may direct that standard hours, or restrictions to the work arrangements set out in clause 12 Hours of Work, be worked in particular circumstances. These circumstances may include, but are not limited to:
 - (a) where the operational requirements of Landcom, or a particular part of the Corporation, cannot accommodate the flexibilities of clause 12 Hours of Work, or
 - (b) remedial action in respect of a staff member is being taken where the staff member has been found to have deliberately and persistently failed to meet the requirement to work 35 hours per week or otherwise abused the work arrangements set out in clause 12 Hours of Work.

15. Part Time Staff Members

- (1) Where appropriate, the provisions of clauses 12 Hours of Work, 13 Agreed Absences and 14 Standard Hours of this award shall apply to part-time staff members on a pro-rata basis.
- (2) Part-time work is permanent, temporary or term employment and part-time employees work less hours than full-time employees and receive all the entitlements of full time employees on a proportional basis.
- (3) Staff members may request to have applications considered to work part-time under this award.
- (4) Staff members working part time must complete a part time work agreement (PTWA) with their supervisor.

- (5) The PTWA must be in writing signed by the staff member and the supervisor and must include:
 - (a) the hours and days to be worked;
 - (b) the starting and finishing times of each work day, if a Standard Hours arrangement is to be worked;
 - (c) the classification of the staff member; and
 - (d) the right (if any) for the staff member to return to full time work.
- (6) The maximum number of weekly hours under the PTWA must be less than the full-time requirement of 35 hours per week in this award.
- (7) The part-time staff member must be paid the same ordinary hourly rate as similarly classified full-time staff member under this award.
- (8) Hours worked that fall outside the ordinary daily hours agreed to, shall be paid at the ordinary time rate, unless such hours would attract payment at overtime rates for a full-time staff member.
- (9) A PTWA can be changed by making a new written agreement between the staff member and supervisor.

16. Filling Positions

- (1) The Chief Executive Officer shall determine the most appropriate method of filling vacant or temporarily created positions in Landcom that best meets the requirements of the Corporation. Positions may be created and filled as:
 - (a) Permanent: a position created on the Landcom staff establishment on a full time or part time basis.
 - (b) Temporary or Term: a position created on the Landcom staff establishment on a full time or part time basis as a temporary position to meet an identified need for a specified period.
 - (i) Temporary positions will be the same as permanent positions in terms of the operation and entitlements of this award. A temporary position may be identical to a permanent position but only required for a specified period of time to meet a Corporation business need or it may be created for the term of a specific project. At the expiration of the period, unless extended beforehand, the period of temporary employment will come to a conclusion.
 - (ii) Term positions will be the same as permanent positions in terms of the operation and entitlements of this award, however they do not need to be the same as a permanent position in terms of work requirements. The positions may specify certain conditions unique to the position such as the requirement to work standard hours, weekend work, complete a specific project, work in a joint venture arrangement, receive special remuneration or any other particular Corporation need. Such positions will normally be created for a specific period of time and at the expiration of the period, unless extended beforehand, the period of term employment arrangement will come to a conclusion.
 - (c) Casual: a position created on the Landcom staff establishment on a full time or part time basis according to the provisions of Clause 17 Casual Employment of this Award. A casual position shall be filled by a staff member employed to undertake work on an hourly basis to carry out work that is irregular, intermittent, short term, urgent or arising from an emergency.
- (2) Landcom may also fill positions by any other arrangement that meets the operational business and commercial needs of Landcom.

17. Casual Employment

(1) Hours of Work

- (a) A casual employee is engaged and paid on an hourly basis.
- (b) A casual employee will be engaged or paid for a minimum of 3 consecutive hours for each day worked.
- (c) A casual employee shall not work more than 8 (eight) consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 8 hours.

(2) Rate of Pay

- (a) Casual employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual salary divided by 26.08929 divided by ordinary fortnightly hours for the classification

- (b) Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay, of:
 - 15 percent for work performed on Mondays to Fridays (inclusive),
 - 50 percent for work performed on Saturdays,
 - 75 percent for work performed on Sundays,
 - 150 percent for work performed on public holidays.
- (c) Casual employees shall also receive a 1/12th of the ordinary hourly rate of pay additional payment in lieu of annual leave and annual leave loading.
- (d) The loadings specified in subclause (2)(b) of this clause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave, and all incidences of employment, except overtime.

(3) Overtime

- (a) Casual employees shall be paid overtime for work performed in excess of 8 (eight) consecutive hours (excluding meal breaks).
- (b) Overtime will be paid in accordance with the rates set in Clause 33, Rates of Payment of Overtime of this Award.
- (c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15 percent loading set out in subclause (2)(b) of this Clause.
- (d) The additional payment in lieu of annual leave as set out in subclause (2)(c) of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

(4) Leave

- (a) Except as provided under this clause, Casual employees are not entitled to any other paid or unpaid leave.
- (b) As set out in subclause (2)(c) of this clause, casual employees will be paid a 1/12th of the ordinary hourly rate of pay additional payment in lieu of annual leave.

- (c) Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- (d) Casual employees are entitled to unpaid parental leave in accordance with Appendix A .
- (e) Personal Carers entitlement for casual employees
 - (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in sub clause 44(4) of this Award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (f)(i) or (f)(ii), and the notice requirements set out in (f)(iii).
 - (ii) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Landcom to engage or not to engage a casual employee are otherwise not affected.
- (f) The casual employee shall, if required,
 - (i) Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) Establish by production of documentation acceptable to Landcom or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

 - (iii) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform Landcom of their inability to attend for duty. If it is not reasonably practicable to inform Landcom during the ordinary hours of the first day or shift of such absence, the employee will inform Landcom within 24 hours of the absence.
- (g) Bereavement entitlements for casual employees
 - (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by Landcom).
 - (ii) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Landcom to engage or not engage a casual employee are otherwise not affected.
 - (iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day of shift of such absence, inform Landcom of their inability to attend

for duty. If it is not reasonably practicable to inform Landcom during the ordinary hours of the first day or shift of such absence, the employee will inform Landcom within 24 hours of the absence.

(5) Application of other Clauses of this Award to Casual Employees

The following clauses of this Award do not apply to casual employees:

- 12. Hours of Work
- 13. Agreed Absences
- 14. Standard Hours
- 20. Salary Sacrifice and Packaging for other than superannuation contributions
- 24. Excess Travelling Time
- 27. Overseas Travel
- 32. Overtime
- 34. (3) and (4) Rest Periods concerning Recall to Duty and On call (Standby)
- 36. Compensation for Directed Overtime
- 40 to 44 (inclusively) relating to various leave provisions
- 55. Exchanges
- 56. Relocation Package
- 57. Termination of Employment
- 58. Working from Home
- 60. Management of Displaced Staff Members
- 62. Performance Management
- 63. Unsatisfactory Performance or Misconduct
- 65. Association Activities
- 66. Access to Facilities
- 71. Public Holidays

18. Recruitment and Selection

(1) Filling Vacancies

- (a) Where a position becomes vacant, Landcom will advertise and fill the position through a process of merit selection.
- (b) The Chief Executive Officer may dispense with the requirement to advertise a vacancy if an appointment can be made from eligible staff within the Corporation.
- (c) Unless otherwise determined by the Chief Executive Officer, a selection committee shall be established to assess the merit of applicants for appointment to a vacant position and to make recommendations to the Chief Executive Officer on the most meritorious applicant.
- (d) Nothing in paragraph (c) requires the Chief Executive Officer to adopt any recommendation made by the selection committee in relation to the filling of a vacancy.
- (e) Prior to a staff member commencing duty with Landcom, written certification concerning the state of health of the staff member must be completed, by the staff member, to the satisfaction of the Chief Executive Officer.

(2) Eligibility Lists

- (a) Where interviews have been held for a vacant position, the selection committee will establish an eligibility list of candidates ranked in order of merit, who if it were not for the selected candidate, would be recommended for the position.
- (b) The eligibility list is effective for up to six months from the date of approval in respect of the advertised vacancy and may be used to fill identical or similar vacant positions not mentioned in the original advertisement.

- (c) The Chief Executive Officer may elect to use an eligibility list to fill a position, require a new selection process to be undertaken, or take any other administrative action in relation to a vacancy.
- (3) Appointment and Rates Of Pay
- (a) The Chief Executive Officer may appoint a successful applicant to any salary within a salary Level in Appendix B to this award.
 - (b) In determining commencing salary regard shall be had to:
 - (i) the person's skills, experience and qualifications;
 - (ii) the rate required to attract the person; and
 - (iii) the remuneration of existing staff members performing similar work.
 - (c) A successful applicant shall receive a letter of offer of employment that will form part of the employment contract with Landcom.
 - (d) The letter of offer of employment shall cover such matters as commencing salary rate, any salary increments and, if applicable, probationary period, the term of employment and requirement to work standard hours for specified positions.
- (4) Probation
- (a) All new appointments shall serve a minimum probationary period of six months.
 - (b) The Chief Executive Officer may dispense with the requirement for a probationary period; extend the probation up to a maximum of two years; or annul the appointment of a person during a period of probation.

19. Job Evaluation

The Chief Executive Officer shall classify and grade positions using government accredited job evaluation methodology.

20. Salary Sacrifice and Packaging

(1) Salary Sacrifice - General

The Chief Executive Officer may enter into agreements with staff members for salary sacrifice for superannuation and/or other agreed benefits, including a novated leased motor vehicle, to a maximum of one hundred (100) percent of the salary payable or one hundred (100) percent of the current applicable superannuable salary within NSW Government policy and the Landcom Salary Sacrificing and Motor Vehicle Policy (as amended from time to time) and powers of the State Owned Corporations Act and the Landcom Corporation Act.

(2) Salary Sacrifice - Superannuation

(a) A staff member may elect, subject to the agreement of the Corporation, to sacrifice a portion of the salary payable to additional superannuation contributions in excess of contributions made by Landcom under relevant legislation. Such election must be made prior to the commencement of the period of service to which the salary payments relate. The amount of salary sacrificed for all purposes must not exceed one hundred (100) percent of the salary payable or one hundred (100) percent of the current applicable superannuable salary, whichever is the lesser. In this clause "superannuable salary" means the staff member's salary as notified from time to time, to the NSW public sector superannuation trustee corporations.

- (b) Where the staff member has elected to sacrifice a portion of salary to additional superannuation contributions:
- (i) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion, and
 - (ii) any allowance, penalty rate, payment for unused entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which a staff member is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to a staff member's salary, shall be calculated by reference to the salary which would have applied to the staff member in the absence of any salary sacrifice to superannuation made under this award.
- (c) The staff member may elect to have the portion of salary which is sacrificed to additional superannuation contributions:
- (i) Paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employee contributions, or
 - (ii) Subject to Landcom's agreement, paid into a private sector complying superannuation scheme as employee superannuation contributions.
- (d) Where a staff member elects to salary sacrifice in terms of subclause (c) above, Landcom will pay the sacrificed amount into the relevant superannuation fund.
- (e) Where the staff member is a member of a superannuation scheme established under:
- The Police Regulation (Superannuation) Act 1906;*
 - The Superannuation Act 1916;*
 - The State Authorities (Superannuation) Act 1987;*
 - The State Authorities Non-contributory Superannuation Act 1987;* or
 - The First State Superannuation Act 1992.*
- Landcom must ensure that the amount of any additional employee superannuation contributions specified in subclause (a) above is included in the staff member's superannuable salary which is notified to the NSW public sector superannuation trustee corporations.
- (f) Where, prior to electing to sacrifice a portion of their salary to superannuation, a staff member had entered into an agreement with Landcom to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (e) above, Landcom will continue to base contributions to that fund on the salary payable to the same extent as applied before the staff member sacrificed portion of that salary to superannuation. This subclause applies even though the superannuation contributions made by Landcom may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

21. Payment of Expenses

- (1) Landcom shall meet any expenses, including those relating to official travel and associated expenses, actually and necessarily incurred by a staff member within the guidelines set by management when undertaking approved official business (either in advance or as a reimbursement).
- (2) Payment of any actual expenses shall be subject to the production of receipts, unless the Chief Executive Officer is prepared to accept other evidence from the staff member. As applicable, receipts shall be produced in accordance with Australian Tax Office requirements

22. Higher Duties Allowance

Staff members directed to perform the duties of a higher position shall be paid an allowance as determined by the Chief Executive Officer in accordance with the Landcom Higher Duties Allowance Policy.

23. Allowances - General

The allowances payable under this award shall be reviewed as follows:

- (1) Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
 - (a) Clause 35(4) Overtime meal allowances; and
 - (b) Clause 26(3) Use of private motor vehicles during work related duties.
- (2) Allowances payable in terms of clauses listed in this paragraph shall be subject to a percentage increase pursuant to clause 11 Salary Increases:
 - (a) Clause 28(1) First Aid Allowance
 - (b) Clause 34(4) Rest Periods (On call (Standby) Allowance);
 - (c) Clause 73 Community Language Allowance; and
 - (d) Clause 29(1) & 29(2) Weekend and Public Holiday Allowance.

24. Excess Travelling Time

- (1) A staff member directed by the Chief Executive Officer to travel on official business outside the usual hours of duty is entitled to be compensated for such time either by:
 - (a) payment calculated in accordance with the provisions contained in this clause; or
 - (b) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
- (2) Compensation under paragraphs (a) or (b) of subclause (1) of this clause, shall be made, subject to the following conditions:
 - (a) excess travelling time on a non-working day shall be all time spent travelling on official business;
 - (b) excess travelling time on a working day shall be, subject to the provisions of subclause (5) of this subclause, all additional time spent travelling before or after the staff member's usual hours of duty.
 - (c) the period for which compensation is being sought is more than a half an hour on any one day.
- (3) No compensation for travelling time shall be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day, where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (4) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.

- (5) Travelling time shall not include the time:
- (a) normally taken for the periodic journey from home to headquarters and return;
 - (b) on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - (c) on board a ship or aircraft.
 - (d) spent travelling overseas on official business.

(6) Waiting Time

When a staff member is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the usual hours of duty, such waiting time shall be treated and compensated in the same manner as excess travelling time.

(7) Payment

- (a) Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Usual hours of work}}$$

- (b) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (c) Staff members whose salary, pursuant to Appendix B to this award, is in excess of the rate for Landcom Officer, Level 4 Salary Point 12 shall be paid travelling time or waiting time calculated at the rate for Landcom Officer, Level 4 Salary Point 12 plus \$1.00 per annum, as adjusted from time to time.
- (d) Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

25. Meal Allowances

- (1) A staff member who is required to travel to perform duty at a location other than their normal headquarters shall be paid for actual expenses properly and reasonably incurred in accordance with Landcom guidelines for:

breakfast when required to commence travel at or before 6.00 am; and/or

an evening meal when required to travel until or beyond 6.30 pm.

In such instances, the staff member shall be paid the amount equivalent to the expense incurred or the allowance specified for breakfast or an evening meal in the prevailing ATO ruling, whichever is the lesser.

- (2) A staff member who is required to travel to perform duty at a location other than their normal headquarters shall be paid for actual additional expenses properly and reasonably incurred in accordance with Landcom guidelines for:

lunch, when unable to take lunch at the place at which, or the manner in which, the staff member ordinarily takes lunch and, as a result, incurs additional expense for lunch.

In such instances, the staff member shall be paid the amount equivalent to the additional expense incurred or the allowance specified for lunch in the prevailing ATO ruling, whichever is the lesser.

26. Use of Private Motor Vehicles

- (1) The Chief Executive Officer may authorise a staff member to use a private motor vehicle for work where:
 - (a) such use will result in greater efficiency or involve the Corporation in less expense than if travel were undertaken by other means; or
 - (b) where the staff member is unable to use other means of transport due to a disability.

As defined in clause 5 Definitions of this award, there shall be two classes of allowance payable for the use of a private motor vehicle for work. The appropriate rate of allowance shall be paid depending on the circumstances and the purpose for which the vehicle is used.

- (2) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Chief Executive Officer.
- (3) A staff member who, with the approval of the Chief Executive Officer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in the prevailing ATO ruling for the use of such private motor vehicle.
- (4) Where a private vehicle is damaged while being used for work any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Corporation, provided:
 - (a) the damage is not due to gross negligence by the staff member; and
 - (b) the charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- (5) Provided the damage is not the fault of the staff member, the Corporation shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
 - (a) the damage was sustained on approved work activities; and
 - (b) the costs cannot be met under the insurance policy due to excess clauses.
- (6) Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters.

27. Overseas Travel

Unless the Chief Executive Officer determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member who is required by the Corporation to travel overseas on official business, shall be paid the travelling rates determined by the Australian Public Service and published by the Australian Government Publishing Service from time to time.

28. First Aid Allowance

- (1) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified at Item 1 of the Monetary Rates Table of this award.
- (2) The First Aid Allowance shall not be paid during long service leave or any other continuous period of leave that exceeds four weeks.

- (3) When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a first aid allowance for assuming the duties of a First Aid Officer.

29. Weekend and Public Holiday Allowance

- (1) The Sales Representatives working three out of four weekends, on average, shall be entitled to an allowance as specified at Item 4 of the Monetary Rates Table of this award as compensation for weekend work, public holidays, out of hours duty, being on call, and duty undertaken after being "called" for duty.
- (2) The Sales Information Officers working two out of four weekends, on average, shall be entitled to an allowance as specified at Item 4 of the Monetary Rates Table of this award as compensation for weekend work, public holidays, out of hours duty, being on call, and duty undertaken after being "called" for duty.
- (3) The annual allowance is an all inclusive addition to salary which represents compensation for all incidences of employment.
- (4) Notwithstanding provisions contained elsewhere in this Award, the Sales Representatives shall be paid at the appropriate "casual rate" when using private motor vehicles for work.

30. Uniforms, Protective Clothing and Their Maintenance

- (1) A staff member who is required and authorised by the Chief Executive Officer to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the Corporation with such clothing.
- (2) Where the approved uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing in accordance with Landcom guidelines.
 - (a) Staff members shall be paid for actual expenses properly and reasonably incurred in accordance with Landcom guidelines for laundering and maintaining uniforms or protective clothing.

31. Compensation for Damage to Or Loss of Private Property

- (1) Where damage to, or loss of, a staff member's private property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the Corporation covering the damage to or loss of the personal property of the staff member.
- (2) If a claim under subclause (1) of this clause is rejected by the insurer, the Chief Executive Officer may compensate a staff member for the damage to, or loss of, private property, if such damage or loss:
 - (a) is due to the negligence of the Corporation, another staff member, or both, in the performance of their duties; or
 - (b) is caused by a defect in a staff member's material or equipment; or
 - (c) results from a staff member's protection of or attempt to protect the Corporation's property from loss or damage.
- (3) Compensation in terms of subclause (2) of this clause shall be limited to the amount necessary to repair the damaged item.
- (4) Where the item cannot be repaired or is lost, the Chief Executive Officer may pay the cost of a replacement item, provided the item is identical to, or only marginally different from, the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.

- (5) For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing aid, tools of trade or similar items that are ordinarily required for the performance of the staff member's duties.
- (6) Compensation for the damage sustained shall be made by the Corporation where, in the course of work, clothing or items such as spectacles and hearing aids are damaged or destroyed by natural disasters or by theft or vandalism.

32. Overtime

(1) General

- (a) A staff member may be directed to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (i) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (ii) any risk to staff member health and safety,
 - (iii) the urgency of the work required to be performed during overtime, the impact on the operational commitments of Landcom and the effect on client services,
 - (iv) the notice (if any) given by Landcom regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - (v) any other relevant matter.
- (b) Payment for overtime shall be made only where the staff member works directed overtime.
- (c) Directed overtime is all time worked, at the direction of the Chief Executive Officer:
 - (i) Outside the Daily Spread of Hours applicable to a staff member working pursuant to the provisions of clause 12 Hours of Work, whether before or after the commencing and finishing times of the Daily Spread of Hours; and/or
 - (ii) Outside the set hours of work applicable to a staff member working pursuant to the provisions of clause 14 Standard Hours, whether before or after the commencing and finishing times of the set hours; and/oron a Saturday, Sunday or Public Holiday.

(2) Application

The provisions of this clause shall not apply to:

- (a) staff members covered by formal local arrangements in respect of overtime negotiated between the Chief Executive Officer and the Association; or
- (b) staff members whose salary includes compensation for overtime; or
- (c) staff members who receive an allowance in lieu of overtime.

33. Rates for Payment of Overtime

- (1) On weekdays (Monday to Friday inclusive) directed overtime is paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter, unless local arrangements negotiated in terms of clause 6 the Local Arrangements apply.
- (2) On Saturdays directed overtime is paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- (3) On Sundays directed overtime is paid at the rate of double time.
- (4) On Public holidays directed overtime is paid at the rate of double time and one half.
- (5) If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- (6) A staff member who works directed overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (7) Limit on amount of overtime paid to staff members

A staff member whose salary, pursuant to Appendix B to this award, or salary and allowance in the nature of salary, exceeds the annual salary for a Landcom Officer Level 5, Salary Point 15, as varied from time to time, plus \$1.00, shall be paid for working directed overtime at the rate for Landcom Officer Level 5, Salary Point 15, as varied from time to time, plus \$1.00.

- (8) Calculation of Overtime
 - (a) Overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
 - (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:
$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$
 - (c) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 1.5, 2 or 2.5, respectively, calculated to the nearest cent.
 - (d) Overtime is not payable for time spent travelling.

34. Rest Periods

- (1) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- (2) Where a staff member, at the direction of Landcom, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (3) Recall to Duty
 - (a) A staff member recalled to work overtime after leaving the premises of Landcom shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.

- (b) The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- (c) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- (d) When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- (e) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (f) A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (g) This subclause shall not apply in cases where it is customary for a staff member to return to the Corporation's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

(4) On call (Standby)

A staff member shall be paid the on call allowance as specified at Item 2 of the Monetary Rates Table of this award when directed by the Corporation to be on call outside the staff member's working hours pursuant to the provisions of clauses 12 Hours of Work and 14 Standard Hours of this award.

35. Meal Breaks

- (1) Staff members working pursuant to the provisions of clause 14 Standard Hours of this award and who are required to work overtime on weekdays for an hour and a half or more after the staff member's standard hours of duty, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every further five hours of overtime worked.
- (2) Staff members working pursuant to the provisions of clause 12 Hours of Work of this award and who are required to work overtime on weekdays beyond the conclusion of the daily bandwidth applicable to them, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every further five hours of overtime worked.
- (3) Any staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.
- (4) Meal Allowances
 - (a) If an adequate meal was not provided by the Corporation, a meal allowance shall be paid by the Corporation for meals taken during the meal breaks available pursuant to this award, provided the Chief Executive Officer is satisfied that:
 - (i) the time worked is directed overtime;

- (ii) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (iii) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
 - (iv) overtime is not being paid in respect of the time taken for a meal break.
- (b) The amount of the meal allowance shall be at the rate specified in the prevailing ATO ruling.
 - (c) Where a meal was not purchased, payment of a meal allowance shall not be made.
 - (d) Where a meal allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Chief Executive Officer shall approve payment of the actual expenses incurred.
 - (e) Receipts shall be provided to the Chief Executive Officer in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
 - (f) Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Executive Officer and the Association from negotiating different meal provisions under a local arrangement.

36. Compensation for Directed Overtime

- (1) The Chief Executive Officer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance this clause.
- (2) Leave in Lieu of Payment
 - (a) A staff member who works directed overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of directed overtime worked.
 - (b) The following conditions shall apply to the leave in lieu:
 - (i) the staff member shall advise the supervisor before the overtime is worked, or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
 - (ii) the leave in lieu shall be calculated at the same rate as would have applied to the payment of overtime in terms of clause 33 Rates of Pay of Overtime of this award.
 - (iii) the leave in lieu must be taken at the convenience of the Corporation, except when leave in lieu is being taken to look after a sick family member;
 - (iv) the leave in lieu shall be taken in hours;
 - (v) leave in lieu accrued in respect of overtime worked on days other than public holidays, shall be given by the Corporation and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Chief Executive Officer and the Association;
 - (vi) at the staff member's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the staff member's annual leave credits and may be taken in conjunction with annual leave; and
 - (vii) a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

- (3) Landcom has the right to determine the form of compensation granted where a staff member has accrued an annual leave balance of more than 30 days at the time of the staff member's claim for compensation for directed overtime.

37. Provision of Transport

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that staff members can use public transport or other normal means of transport to and from work.

For the purpose of this clause, departure or arrival after 8.00 pm will determine whether the provisions of this clause apply.

Departure or arrival after 8.00 pm of a staff member on overtime or a regular or rotating shift roster, does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk. Where it is so demonstrated, arrangements may be made for transport home of the staff member to be provided by way of a taxi.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with the local management of the Corporation where knowledge of each particular situation will enable appropriate judgements to be made.

38. Leave

(1) General

- (a) The provisions contained in this clause apply to all staff members other than those to whom a local arrangement negotiated between the Chief Executive Officer and the Association in terms of the Local Arrangements provisions of this award.
- (b) Unless otherwise specified, part-time staff members will receive the conditions of this clause on a pro rata basis, calculated according to the number of hours worked per week.
- (c) A temporary or term staff member employed by the Corporation is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment with the Corporation, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- (d) Where paid and unpaid leave available to be granted under this award are combined, paid leave shall be taken before unpaid leave.

(2) Absence from Work

- (a) A staff member must not be absent from work unless reasonable cause is shown.
- (b) If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify, or arrange for another person to notify, the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- (c) If a satisfactory explanation for the absence is not provided, the staff member will be regarded as absent from duty without authorised leave and the Chief Executive Officer shall cause to be deducted from the pay of the staff member the amount equivalent to the period of the absence.
- (d) The minimum period of leave available to be granted shall be one hour in a 24 hour period, and it will be calculated based on actual period of leave hours taken.
- (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

- (3) Application for Leave
 - (a) An application by a staff member for leave under this award shall be made to, and dealt with by, the Chief Executive Officer.
 - (b) Where the operational requirements of the Corporation permit, an application for leave shall be dealt with by the Chief Executive Officer according to the wishes of the staff member.

39. Annual Leave

- (1) Paid annual leave for full time staff members accrues at the rate of 20 working days per year and accrues from day to day.
- (2) Staff members working part time shall accrue paid annual leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- (3) The Chief Executive Officer will inform a staff member in writing on a regular basis of the staff member's annual leave accrual.
- (4) Limits on Accumulation and Direction to Take Leave
 - (a) At least two (2) consecutive weeks of annual leave (or a combination of annual leave and public holidays, agreed absences, long service leave or, if the staff member elects, leave without pay) shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Chief Executive Officer in special circumstances.
 - (b) After taking into account the wishes of the staff member, the Chief Executive Officer may direct such staff member to take accrued annual leave at a time convenient to the Corporation.
 - (c) The Chief Executive Officer shall notify the staff member in writing when accrued annual leave reaches 6 weeks, or its hourly equivalent, and at the same time, may direct a staff member to take at least 2 weeks annual leave within 3 months of the notification. Such leave is to be taken at a time convenient to the Corporation.
 - (d) The Chief Executive Officer shall notify the staff member in writing when accrued annual leave reaches 8 weeks, or its hourly equivalent, and direct the staff member to take at least 2 weeks annual leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Corporation.
- (5) Conservation of Leave

If the Chief Executive Officer is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks, or its hourly equivalent, the Chief Executive Officer shall:

- (a) specify in writing the period of time during which the annual leave in excess of 6 weeks shall be conserved; and
 - (b) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 6 weeks limit.
- (6) Miscellaneous
 - (a) Annual leave for which a staff member is eligible on cessation of employment is to be calculated to quarter day (fractions less than a quarter being rounded up).
 - (b) Annual leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (c) of this subclause.

- (c) Annual leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the Workers' Compensation Act 1987; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- (d) The proportionate deduction to be made in respect of the accrual of annual leave on account of any period of absence referred to in paragraph (c) of this subclause shall be calculated to the hour.
- (e) Annual leave accrues at half the normal accrual rate during periods of long service leave on half pay.
- (f) On cessation of employment, a staff member is entitled to be paid the money value of accrued annual leave which remains untaken.
- (g) A staff member to whom paragraph (f) of this subclause applies may elect to take all or part of accrued annual leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.

(7) Death

Where a staff member dies, the monetary value of annual leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary. Where no beneficiary has been nominated, the monetary value of annual leave is to be paid as follows:

- (a) to the widow or widower of the staff member; or
- (b) if there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- (c) if there is no such widow, widower or children, to the person who, in the opinion of the Chief Executive Officer was, at the time of the staff member's death, a dependent relative of the staff member; or
- (d) if there is no person entitled under paragraphs (a) or (b) or (c) of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.

40. Sick Leave

(1) General

If the Chief Executive Officer is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Chief Executive Officer:

- (a) shall grant to the staff member sick leave on full pay; and
- (b) may grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this clause to sick leave on full pay.

(2) Entitlements

- (a) Sick leave on full pay accrues to a staff member at the rate of 15 days each year. Any leave accrued and not utilised accumulates.
- (b) From 1 January 2011, paid sick leave entitlement will accrue progressively from day to day. Prior to 1 January 2011, sick leave on full pay accrues at the beginning of the calendar year.

Staff members appointed after 1 January 2011 will be granted an accrual of 5 days sick leave upon commencement. After the first four months of employment sick will accrue progressively at the rate of 10 days per year for the balance of the first year of service. After the first year of service, sick leave will accrue at the rate of 15 days per year of service.

- (c) All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- (d) Notwithstanding the provisions of paragraph (c) of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
- (e) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- (f) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- (g) Paid sick leave shall not be granted during a period of unpaid leave.

(3) Payment During the Initial 3 Months of Service

Paid sick leave which may be granted to a staff member, other than a relief staff member, in the first 3 months of service shall be limited to 5 days' paid sick leave, unless the Chief Executive Officer approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.

From 1 January 2011, this clause 40(3) ceases to operate.

(4) Seasonal or Relief Staff

No paid sick leave shall be granted to temporary staff members who are employed as relief staff for a period of less than 3 months.

41. Sick Leave - Workers' Compensation

- (1) The Chief Executive Officer shall advise each staff member of the rights under the *Workers' Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (2) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers' Compensation Act 1987*, shall be required to lodge a claim for any such compensation.
- (3) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Chief Executive Officer shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (4) The Chief Executive Officer will ensure that, once received by the Corporation, a staff member's worker's compensation claim is lodged by the Corporation with the workers' compensation insurer within the statutory period prescribed in the *Workers' Compensation Act 1987*.
- (5) Pending the determination of that claim, and on production of an acceptable medical certificate, the Chief Executive Officer shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election, by accrued recreation leave or extended leave.

- (6) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (7) A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- (8) If a staff member notifies the Chief Executive Officer that he or she does not intend to make a claim for any such compensation, the Chief Executive Officer shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (9) A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (10) If the Chief Executive Officer provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the staff member fails to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (11) No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- (12) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
 - (a) the staff member's claim for workers' compensation;
 - (b) the conduct of a medical examination by a Government or other Medical Officer;
 - (c) a medical certificate issued by the examining Government or other Medical Officer; or
 - (d) action taken by the Chief Executive Officer either under the *Workers' Compensation Act 1987* or any other relevant legislation in relation to a claim for workers' compensation, medical examination or medical certificate.

42. Sick Leave - Other Than Workers' Compensation

- (1) If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:
 - (a) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Corporation to the staff member; and
 - (b) in the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the Corporation the monetary value of any such period of sick leave.

- (2) Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Chief Executive Officer is satisfied that the refusal or failure is unavoidable.
- (3) On repayment to the Corporation of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

43. Sick Leave - Requirements for Medical Certificate

- (1) A staff member absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Chief Executive Officer in respect of the absence.
- (2) A staff member shall be put on notice in advance if required by the Chief Executive Officer to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (3) If there is any concern about the reason shown on the medical certificate, the Chief Executive Officer, after discussion with the staff member, may refer the medical certificate and the staff member's application for leave to an independent medical practitioner for advice.
- (4) The nature of the leave to be granted to a staff member shall be determined by the Chief Executive Officer on the advice of the independent medical practitioner.
- (5) If sick leave applied for is not granted, the Chief Executive Officer must, as far as practicable, take into account the wishes of the staff member when determining the nature of the leave to be granted.
- (6) If a staff member who is absent on annual leave or long service leave, furnishes to the Chief Executive Officer a satisfactory medical certificate in respect of an illness which occurred during the leave, the Chief Executive Officer may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
 - (a) in respect of annual leave, the period set out in the medical certificate;
 - (b) in respect of long service leave, the period set out in the medical certificate if such period is 5 working days or more.
- (7) Subclause (6) above applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (8) The reference in this clause to a medical certificate shall apply, as appropriate, to the certificates for the absence of up to one week provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Chief Executive Officer's discretion, another registered health services provider. Where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

44. Sick Leave to Care for a Family Member

- (1) When family and community service leave provided for in clause 48 of this award is exhausted, a staff member with responsibilities in relation to a category of person set out in subclause (4) of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- (2) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the Chief Executive Officer may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.

- (3) If required by the Chief Executive Officer, the staff member must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (4) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the staff member being responsible for the care and support of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the staff member; or
 - (ii) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of de facto spouse of the staff member; or
 - (iv) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling.

45. Maternity Leave

- (1) A staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
 - (a) for a period up to 14 weeks prior to the expected date of birth; and
 - (b) for a further period of up to 12 months after the actual date of birth.
- (2) A staff member who has been granted maternity leave may, with the permission of the Chief Executive Officer, take leave after the actual date of birth:
 - (a) full-time for a period of up to 12 months; or
 - (b) part-time for a period of up to 2 years; or
 - (c) as a combination of full-time and part-time over a proportionate period of up to 2 years.
- (3) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (4) A staff member who resumes duty from maternity leave as approved by the Chief Executive Officer shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- (5) If the position occupied by the staff member immediately prior to maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing,

the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.

- (6) A staff member who:
 - (a) applied for maternity leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) prior to the expected date of birth, completed not less than 40 weeks' continuous service,
shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks at full pay or 28 weeks at half pay.
- (7) A staff member who:
 - (a) becomes pregnant and wishes to take maternity leave; and
 - (b) within the past 24 months has taken maternity leave for an earlier pregnancy; and
 - (c) applies for maternity leave within the time and in the manner determined by the Chief Executive Officer; and
 - (d) prior to the expected date of birth, has completed not less than 40 weeks' continuous service,
shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks at full pay or 28 weeks at half pay.

Under this clause, payment of maternity leave shall be calculated on the hours worked by the staff member prior to the earlier period of maternity leave taken, even if the staff member has reduced her hours of work upon returning to work after the earlier pregnancy.
- (8) Except as provided in this clause, maternity leave shall be granted without pay.
- (9) Employees entitled to maternity leave shall also have an additional entitlement as set out in Appendix A.

46. Parental Leave

- (1) Parental leave is available to a staff member who applies for leave to look after their child or children. Parental leave applies as follows:
 - (a) short parental leave is an unbroken period of up to one week on full pay or two weeks on half pay at the time of the birth of the child or other termination of the spouse's or partner's pregnancy, or in the case of adoption, from the date of taking custody of the child or children;
 - (b) extended parental leave is for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in this subclause.
- (2) Extended parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (3) A staff member who has been granted parental leave may, with the permission of the Chief Executive Officer, take such leave:
 - (a) full-time for a period not exceeding 12 months; or
 - (b) part-time over a period not exceeding 2 years; or
 - (c) partly full-time and partly part-time over a proportionate period of up to 2 years.

- (4) A staff member who resumes duty immediately on the expiration of parental leave shall:
 - (a) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - (b) if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.
- (5) Parental leave shall be granted without pay other than in the circumstances set out at subclauses (1)(a) and (6) of this clause, unless the staff member elects to take accrued recreation or extended leave in respect of some or all of the period of parental leave.
- (6) A staff member who:
 - (a) applied for parental leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) prior to the expected date of birth or taking of custody, completed not less than 40 weeks' continuous service, shall be paid the ordinary rate of pay for a period not exceeding 1 week at full pay or 2 weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (7) Employees entitled to parental leave shall also have an additional entitlement as set out in Appendix A.

47. Adoption Leave

- (1) A staff member adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:
 - (a) for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) for such period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer may determine, if the child has commenced school at the date of the taking of custody.
- (2) A staff member who has been granted adoption leave may, with the permission of the Chief Executive Officer, take leave:
 - (a) full-time for a period not exceeding 12 months; or
 - (b) part-time over a period not exceeding 2 years; or
 - (c) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (3) Adoption leave shall commence on the date that the staff member takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the staff member.
- (4) A staff member who resumes duty immediately on the expiration of adoption leave shall:
 - (a) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - (b) if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.

- (5) A staff member who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at full pay for a period of 14 weeks of adoption leave or at half pay for 28 weeks of adoption leave or the period of adoption leave taken, whichever is the lesser period if the staff member:
 - (a) applied for adoption leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- (6) Except as provided in subclause (5) of this clause, adoption leave shall be granted without pay.
- (7) **Special Adoption Leave**
 A staff member shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against annual leave, long service leave, agreed absences or family and community service leave.
- (8) Employees entitled to adoption leave shall also have an additional entitlement as set out in Appendix A .

48. Family and Community Service Leave

- (1) The Chief Executive Officer shall, in the case of emergencies or in unexpected personal or domestic circumstances, grant to a staff member some or all of the available family and community service leave on full pay.
- (2) Such cases or circumstances may include but not be limited to the following:
 - (a) compassionate grounds such as the death or illness of a close member of the family or a member of the staff member's household;
 - (b) accommodation matters: up to one day such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) emergency or weather conditions such as when flood, fire or snow threaten property and/or prevent a staff member from reporting for duty; and
 - (d) other personal circumstances such as citizenship ceremonies or parent/teacher interviews.
- (3) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be 2.5 working days in the staff member's first and second years of service and 1 working day for each subsequent year of service.
- (4) If available family and community service leave is exhausted, the Chief Executive Officer shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person defined in subclause (4) of clause 44 Sick Leave to Care for a Family Member, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- (5) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with subclause (2) of clause 44 Sick Leave to Care for a Family Member shall be granted when paid family and community service leave has been exhausted.

49. Observance of Essential Religious Or Cultural Obligations

- (1) A staff member of:
 - (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, agreed absences or leave without pay to do so.
- (2) Provided adequate notice as to the need for leave is given by the staff member to Landcom and it is operationally convenient to release the staff member from duty, the Chief Executive Officer must grant the leave applied for by the staff member in terms of this clause.
- (3) A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Chief Executive Officer, subject to:
 - (a) adequate notice being given by the staff member; and
 - (b) prior approval being obtained by the staff member; and
 - (c) the time off being made up in the manner approved by the Chief Executive Officer.
- (4) Notwithstanding the provisions of subclauses (1), (2) and (3) of this clause, arrangements may be negotiated between Landcom and the Association in terms the Local Arrangements clause of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

50. Long Service Leave

- (1) Entitlement to Long Service Leave
 - (a) A staff member shall be entitled to long service leave after a certain period of service. Subject to this clause, a staff member is entitled:
 - (i) after service for 10 years, to leave for 2 months on full pay or 4 months on half pay or 1 month on double pay, and
 - (ii) after service in excess of 10 years, to:
 1. leave as provided by subparagraph (i), and
 2. in addition, an amount of leave proportionate to the staff member's length of service after 10 years, calculated on the basis of 5 months on full pay or 10 months on half pay or 2 and one half months on double pay, for 10 years served after service for 10 years.
 - (b) A staff member shall be entitled to pro rata long service leave at the accrual rates set out in subclause (1)(a)(i) of this clause after service for 7 years.
 - (c) From 1 January 2005, a period of long service leave shall be exclusive of public holidays that fall during the period and such holidays shall be paid pursuant to the provisions of Clause 72, Public Holidays of this award and shall not be debited from a staff member's long service leave entitlement.

- (d) Long service leave taken at double pay shall be paid at full pay plus an equivalent taxable allowance, with the allowance not counting for the purposes of superannuation payments, and with 2 days of long service leave debited from a staff member's long service leave entitlement for each day of double pay leave taken.
- (e) Should a public holiday fall during a period of double pay long service leave, a day of long service leave shall be debited from a staff member's long service leave entitlement for each such public holiday.
- (f) All leave entitlements that accrue whilst a staff member takes long service leave shall accrue at the full time rate whilst a staff member takes long service leave at double pay.
- (g) For the purpose of calculating the entitlement of a person to long service leave under this clause at any time:
 - (i) service referred to in this clause includes service before the commencement of this award, and
 - (ii) there must be deducted from the amount of long service leave to which, but for this subparagraph, that person would be entitled:
 1. any long service leave, or leave in the nature of long service leave, and
 2. the equivalent, in long service leave, of any benefit instead of long service leave or leave in the nature of long service leave, taken or received by that person before that time, including any such leave taken, or benefit received, by that person in accordance with the Public Service (Amendment) Act 1919 as in force at any time, and
 - (iii) the provisions of the Transferred Officers Extended Leave Act 1961 have effect.
- (h) Nothing in paragraph (g) shall be regarded as authorising, in respect of the same period of leave taken or the same benefit received, a deduction under both paragraph (g)(ii) and section 3(7) of the *Transferred Officers Extended Leave Act 1961*.
- (i) If the services of a staff member with at least 5 years' service as an adult and less than 10 years' service are terminated:
 - (i) by the Chief Executive Officer for any reason other than the staff member's serious and intentional misconduct, or
 - (ii) by the staff member on account of illness, incapacity or domestic or other pressing necessity, the staff member is entitled:
 - (iii) for 5 years' service, to 1 month's leave on full pay, and
 - (iv) for service after 5 years, to a proportionate amount of leave on full pay calculated on the basis of 3 months' leave for 15 years' service (that service to include service as an adult and otherwise than as an adult).
- (j) For the purposes of paragraph (i), "service as an adult", in the case of a staff member employed to do any work for which the remuneration:
 - (i) has been fixed by an award of the Commonwealth:
 1. made under the *Conciliation and Arbitration Act 1904* of the Commonwealth, or
 2. made under the *Industrial Relations Act 1996*, or

- (ii) has been fixed by an industrial agreement or enterprise agreement made in accordance with or registered under either of those Acts or an agreement or determination made in accordance with the *Public Sector Employment and Management Act 2002*, means the period of service during which the remuneration applicable to the staff member was at a rate not lower than the lowest rate fixed under the award, industrial agreement, agreement or determination for an adult male or adult female in the same trade, classification, calling, group or grade as the staff member.
- (k) For the purposes of paragraph (a), service includes:
 - (i) service under the *Teaching Services Act 1980*, and
 - (ii) service as an administrative officer under the *Police Service Act 1990*, and
 - (iii) any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
 - (iv) in the case of a staff member who has completed at least 10 years' service - any period of leave without pay, not exceeding 6 months, taken after that commencement.
 - (l) For the purpose of determining whether or not a staff member has completed at least 10 years' service, the staff member's period of service shall be taken:
 - (i) to include any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
 - (ii) to exclude any period of leave without pay taken after that commencement.
 - (m) For the purposes of paragraph (i), "service" does not include any period of leave without pay whether taken before or after the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*.
- (2) **Gratuity Payment**
- (a) A staff member who has acquired a right to long service leave with pay under this award is entitled, immediately on the termination of the staff members' services, to be paid instead of that leave the money value of the long service leave as a gratuity in addition to any gratuity to which the staff member may be otherwise entitled.
 - (b) Any pension to which any such staff member is entitled under the *Superannuation Act 1916* commences from and including the date on which the staff members' long service leave, if taken, would have commenced.
 - (c) Any staff member may elect, on termination of the staff members' services, to be paid the money value of long service leave under this clause or may elect to have the *Transferred Officers Extended Leave Act 1961* apply to the periods of service for which the leave has accrued.
- (3) **Payment Where Eligible Staff Members have Died**
- (a) If an staff member has acquired a right under this award to long service leave with pay and dies before starting it, or after starting it dies before completing it:
 - (i) the widow or widower of the staff member, or
 - (ii) if there is no such widow or widower, the children of the staff member, or
 - (iii) if there is no such widow, widower or children, the person who, in the opinion of the Chief Executive Officer, was, at the time of the staff member's death, a dependent relative of the staff member, is entitled to receive the money value of the leave not taken, or not

completed, computed at the rate of salary that the staff member received at the time of his or her death, less any amount paid to the staff member in respect of the leave not taken, or not completed.

- (b) If a staff member with at least 5 years' service as an adult and less than 10 years' service as referred to in this clause dies:
 - (i) the widow or widower of the staff member, or
 - (ii) if there is no such widow or widower, the children of the staff member, or
 - (iii) if there is no such widow, widower or children, the person who, in the opinion of the Chief Executive Officer, was, at the time of the death of the staff member, a dependent relative of the staff member, is entitled to receive the money value of the leave which would have accrued to the staff member had his or her services terminated as referred to in this clause, computed at the rate of salary that the staff member was receiving at the time of his or her death.
 - (c) If there is a guardian of any children entitled under this clause, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
 - (d) If there is no person entitled under this clause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to a staff member, payment in respect of that leave must be made to the staff member's personal representatives.
 - (e) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.
 - (f) If payment of the money value of leave has been made under this award, the Landcom ceases to be liable for payment of any amount in respect of that leave.
- (4) Long Service Leave for Temporary Employees
- (a) In this clause, a reference to a staff member includes a reference to a temporary staff member.
 - (b) If the period of leave to which a temporary staff member is entitled under this clause exceeds the period for which the temporary staff member is employed under this award, the balance of that period of leave may be granted during subsequent periods of employment with Landcom if each subsequent period of employment commences on the termination of a previous period of employment with Landcom.

51. Leave Without Pay

- (1) The Chief Executive Officer may grant leave without pay to a staff member if good and sufficient reason is shown.
- (2) Leave without pay may be granted on a full-time or a part-time basis.
- (3) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay .
- (4) Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.

- (5) A staff member who has been granted leave without pay, shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Chief Executive Officer.
- (6) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (7) No paid leave shall be granted during a period of leave without pay.

52. Military Leave

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

53. Special Leave

The Chief Executive Officer shall consider applications for special leave, and where appropriate, shall approve such leave as determined on a case by case basis.

- (1) Special Leave for Jury Service
 - (a) A staff member shall, as soon as possible, notify the Chief Executive Officer of the details of any jury summons served on the staff member.
 - (b) A staff member who, during any period when required to be on duty, attends a from jury service, furnish to the Chief Executive Officer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act* 1977 in respect of any such period.
 - (c) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Chief Executive Officer shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Chief Executive Officer shall grant, at the sole election of the staff member, available recreation leave on full pay, agreed absences or leave without pay.
- (2) Witness at Court in an Official Capacity
 - (a) When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty.
 - (b) Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the Corporation.
- (3) Witness at Court in Other than an Official Capacity as a Crown Witness

A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

- (a) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (b) pay to Landcom all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

(4) Called as a Witness in a Private Capacity

A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.

(5) Examinations

- (a) Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Chief Executive Officer.
- (b) Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.

(6) Return Home When Temporarily Living Away from Home

- (a) Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month, before or after a weekend or a long weekend, to return home to spend two days and two nights with the family.
- (b) If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or agreed absence to credit or leave without pay, if the operational requirements allow.

(7) Return Home When Transferred to New Location

Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Officers Compensation) Award.

(8) National Aborigines and Islander Day of Commemoration Celebrations

A staff member who identifies as an Aborigine or a Torres Strait Islander may be granted up to one day's special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations.

(9) Other Purposes

Special leave on full pay for other purposes may be granted to staff members at the discretion of the Chief Executive Officer.

(10) Matters Arising from Domestic Violence Situations

When the leave entitlements referred to in clause 54, Leave for Matters Arising from Domestic Violence, have been exhausted, the Chief Executive Officer shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

54. Leave for Matters Arising from Domestic Violence

- (1) The definition of domestic violence is found in clause 5 of this award.
- (2) Leave entitlements provided for in clause 48, Family and Community Service Leave, clause 40, Sick Leave and clause 44, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- (3) Where the leave entitlements referred to in subclause (2) are exhausted, the Chief Executive Officer shall grant Special Leave as per clause 53(10).
- (4) The Chief Executive Officer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (5) Personal information concerning domestic violence will be kept confidential by Landcom.
- (6) The Chief Executive Officer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

55. Staff Development, Training Activities and Study Assistance

The Chief Executive Officer shall grant or refuse applications for staff development and training and/or study time and/or any reimbursement of fees in accordance with arrangements and criteria established in the Landcom Training and Development Policy.

56. Exchanges

- (1) The Chief Executive Officer may arrange staff member exchanges with other organisations both public and private, if the Corporation or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the Corporation's business.
- (2) The conditions applicable to staff members who participate in exchanges will be determined by the Chief Executive Officer according to the individual circumstances in each case.

57. Relocation Package

Negotiated benefits for staff members required by Landcom to relocate will be agreed with individual staff members prior to relocation. The benefits will be equal to, or better than, the current provisions of the Crown Employees (Transferred Officers' Compensation) Award.

The package of variable individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by staff members as a result of relocating from one residential location to another residential location as a necessary consequence of promotion, transfer (for other than disciplinary reasons) or staff exchange to a new work location.

The scope of the package must be defined in broad terms at the time of acceptance of the new position.

58. Termination of Employment

A full time staff member shall give Landcom 10 working days notice prior to resigning from employment. A period of notice is inclusive of Public Holidays.

Notwithstanding the provisions of this clause, the Chief Executive Officer may accept a shorter period of notice or waive the requirement for a period of notice or pay out a period of notice.

The provisions of this clause apply to part time staff members on a pro-rata basis.

59. Working from Home

The Chief Executive Officer may approve applications by staff members to work from home on a temporary, fixed term, or regular basis in accordance with arrangements and criteria as established in the Landcom Working from Home Policy.

60. Private Employment

The Chief Executive Officer may approve applications by staff members to undertake private employment on a temporary, fixed term, or regular basis in accordance with arrangements and criteria as established in Landcom's Private Employment policy.

61. Management of Displaced Staff Members

- (1) Where changes in the workplace result in staff members becoming displaced, Landcom will endeavour to find a permanent placement for such staff members at Landcom.
- (2) Staff members who are declared to be displaced as a result of workplace change shall be entitled, as a minimum, to the entitlements set out in the relevant NSW Government Policy as amended from time to time.
- (3) The Chief Executive Officer may approve applications by staff members for assistance under the Landcom Job Assist Scheme in accordance with arrangements and criteria as established in Landcom's Job Assist Scheme policy.

62. Child Care Arrangements

Landcom shall consult with the Association during the life of the award on the development of child care arrangements based on the Family Day Care Scheme.

63. Performance Management

- (1) Performance Management System
 - (a) The Landcom Performance Management System and associated policy shall be used to identify, develop and evaluate each staff member's work performance and development needs in relation to achieving the key results for each position in compliance with the overall Landcom Strategic Plan, Business Plans and the performance criteria agreed upon for each staff member.
 - (b) Formal appraisals under the Performance Management System shall also be used to assess incremental progression to the next salary point within each salary level.
 - (c) Incremental progression is not an automatic annual entitlement. It is subject to satisfactory performance as recommended and documented by the supervisor in accordance with the Landcom Performance Management System.
 - (d) The salary and performance of each staff member shall normally be reviewed annually.
 - (e) Supervisors may complete additional formal appraisals within this annual cycle.
 - (f) Where the result of the annual review shows the result of "unsatisfactory" performance, the supervisor shall take the necessary steps to address the performance problems in consultation with the staff member.
 - (g) If performance problems cannot be satisfactorily resolved through undertaking reasonable measures then, as a last resort, commencement of disciplinary action shall begin in accordance with clause 63, Unsatisfactory Performance or Misconduct of this award.

(2) Accelerated Progression

The Chief Executive Officer may decide on accelerated progression through the salary points within the relevant Level shown in the salaries schedule at Appendix B of this award for staff members who are formally assessed to perform at the highest of the five levels available under the Landcom Performance Management System.

64. Unsatisfactory Performance Or Misconduct

- (1) The Chief Executive Officer shall deal with cases of unsatisfactory performance or misconduct in accordance with arrangements and procedures as established in the Landcom Unsatisfactory Performance or Misconduct policy.
- (2) If criminal charges have been laid or a complaint made to a body such as the Independent Commission Against Corruption or the Anti-Discrimination Board, the Chief Executive Officer shall consider whether the matter should be pursued through other means.
- (3) Remedies available to the Chief Executive Officer include summary dismissal for proven serious and wilful misconduct.

65. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

66. Association Activities

(1) "On duty" Activities

An Association delegate will be released from the performance of normal Landcom duty in respect of activities specified below and will not be required to apply for leave:

- (a) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the Regulations;
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before -
 - (i) meetings with management;
 - (ii) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (iii) any other meeting with management.by agreement with management, where operational requirements allow the taking of such time;
- (d) Giving evidence in court on behalf of the employer;

(2) Special Leave Activities

The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:

- (a) annual or biennial conferences of the Association;
- (b) meetings of the Association's Executive, Committee of Management or Councils;
- (c) annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (d) attendance at meetings called by the Unions NSW involving the Association, which require attendance of a delegate;
- (e) giving evidence before an Industrial Tribunal as a witness for the Association;
- (f) reasonable travelling time to and from conferences or meetings to which the provisions of subclauses (a), (b) and (c) of this clause apply.

(3) Training Courses

- (a) Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members will attract the grant of special leave. The provider(s) of accredited WH&S training courses, and the conditions on which special leave for such courses will be granted, shall be negotiated between the Chief Executive Officer and the Association under a local arrangement pursuant to clause 6 Local Arrangements.
- (b) Special leave will be granted Association members for attendance at courses organised and conducted by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:

- (c) the operating requirements of Landcom permitting the grant of leave and the absence not requiring employment of relief staff members;
 - (i) payment being at the ordinary time rate, i.e. excluding extraneous payments such as shift allowances, penalty rates or overtime;
 - (ii) all travelling and associated expenses being met by the staff member or the Association;
 - (iii) attendance at the relevant training course being confirmed, in writing, by the Association or a nominated training provider.
- (4) Period of Notice

The Chief Executive Officer must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other relevant activity is known.

67. Access to Facilities

Landcom shall provide accredited Association delegates with reasonable access to the following facilities for authorised Association activities:

- (1) telephone, facsimile and, where available, E-mail facilities;
- (2) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (3) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

68. Right of Entry

The right of entry provisions shall be as prescribed under the *Work Health and Safety Act 2011* and the *Industrial Relations Act 1996*.

69. Industrial Action

- (1) Provisions of the *Industrial Relations Act 1996* shall apply to the right of union members to take lawful industrial action.
- (2) There will be no victimisation of staff members prior to, during or following such industrial action.

70. Technological Change

Landcom shall consult with the Association prior to the introduction of significant technological change(s).

71. Association Deductions

- (1) At the election of the staff member, the Chief Executive Officer shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the Association at fortnightly intervals by Electronic Funds Transfer (EFT).
- (2) The Association shall advise Landcom of any change to the amount of fortnightly membership fees made under its rules at least one month before such changes are to take effect.

72. Public Holidays

- (1) Unless directed to attend for duty by the Chief executive Officer, a staff member is entitled to be absent from duty on any day which is:

- (a) a public holiday throughout the State; or
 - (b) a local holiday in that part of the State at or from which the staff member performs duty; or
 - (c) a day in the same fortnight in which Christmas Day and New Year's Day occur, determined by the Chief Executive Officer as a public holiday for Landcom staff members.
- (2) A staff member, who is required by the Chief Executive Officer to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- (3) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

73. Community Language Allowance

Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not employed as interpreters and translators or employed in positions where particular language skills are an integral part of the essential requirements of the position shall be paid an allowance as specified at Item 3 of the Monetary Rates Table of this award.

74. Flexible Work Practices

Staff members and Landcom may make use of the flexible work practices outlined in the Public Employment Office document "Flexible Work Practices - Policy and Guidelines".

The flexible work practices include:

Title	Brief Description
1. Part time work	Part time work is work that involves less than the weekly hours for the job.
2. Job sharing	Job sharing is an arrangement whereby one job is shared between part-time staff members.
3. Part time leave without pay	Part-time leave without pay allows staff members currently working full-time to work part-time, with leave without pay for the balance of full-time hours.
4. Career break scheme	This scheme is available for purposes such as extending parental leave, study, travel, personal and professional development, alternative employment and voluntary work.
5. Part year employment	This option allows staff members to take a number of weeks unpaid leave in addition to their annual entitlement to recreation leave. Salary is paid for weeks worked, and for recreation leave accrued, and the remaining weeks are unpaid.
6. Variable year employment	This option allows staff members to take a period of unpaid leave after working for a pre-arranged period of time. Salary is paid for the time worked, and for recreation leave accrued, and the remaining time is unpaid.
7. Working from home	This option allows staff members to work at home for any or all of their usual hours of work, subject to the signing of an individual agreement to do so.

The use of these options will be in accordance with the relevant provisions outlined in the Public Employment Office document, "Flexible Work Practices - Policy and Guidelines". However, the use of these options requires agreement between the staff member, or potential staff member, and the relevant General Manager or their delegate.

For the purposes of this Clause the provisions of Clause 12, Hours of Work of this Award will apply, subject to the following exception:

By agreement between staff member(s) and their manager, the ordinary hours of work may extend beyond the span of 7.30 am to 6.00 pm, Monday to Friday.

The provisions of Clause 7, Dispute Resolution are available to resolve any disputes arising under the terms of this Clause.

75. Secure Employment

(1) Objective of this Clause

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

(2) Casual Conversion

- (a) A casual employee engaged by Landcom on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Landcom shall give a casual employee notice in writing of the provision of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if Landcom fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (2)(a), upon receiving notice under paragraph (2)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to Landcom that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, Landcom shall consent to or refuse the election, but shall not unreasonably so refuse. Where Landcom refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from Landcom, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with Landcom.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (2)(c), Landcom and the employee shall, in accordance with this paragraph, and subject to paragraph (2)(c), discuss and agree upon:
 - (i) Whether the employee will convert to full-time or part-time employment; and
 - (ii) If it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time

employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between Landcom and the employee.

- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangement to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

76. Work Health and Safety

- (a) For the purpose of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and /or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A "contact business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and /or person) which is contracted by another employer to provide a specific service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Landcom when engaging a labour hire business and/or a contract business to perform work wholly or partially on Landcom's premises shall do the following (either directly, or though the agency of the labour hire or contract business):
 - (i) Consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
 - (ii) Provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) Provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

Disputes Regarding the Application of this Clause

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

77. Lactation Breaks

- (a) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (b) A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (c) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (d) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operation requirements of the organisation with the lactating needs of the staff member.
- (e) Landcom shall provide access at the head office to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (f) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (g) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (h) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 40, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 74 Flexible Work Practices of this award, where applicable.

78. Monetary Rates Table

Item No.	Clause No.	Summary Description of Allowances	1 July 2017
1	28	First Aid allowance: (a) Holder of a current First Aid Certificate and designated First Aid Officer (b) Holder of a Current Occupational First Aid Certificate and designated First Aid Officer	Per Annum \$ 895 1,347
2	34(4)	On call allowance	97 cents per hour
3	73	Community Language Allowance	1,392 per annum
4	29	Weekend and Public Holiday Allowance Work on 3 of 4 weekends Work on 2 of 4 weekends	\$ per annum 13,621 9,080

APPENDIX A

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) Landcom must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) The employee or employee's spouse is pregnant; or
 - (b) The employee is or has been immediately absent on parental leave.

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

- (3) Right to request
 - (a) An employee entitled to parental leave may request Landcom to allow the employee:
 - (i) To extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) To extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) To return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

The employee's request and Landcom's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

- (d) Request to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (4) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Landcom shall take reasonable steps to:
 - (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee shall take reasonable steps to inform Landcom any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify Landcom of changes of address or other contact details which might affect Landcom's capacity to comply with paragraph (a).

APPENDIX B

SALARY SCHEDULE

Landcom Officer Classification	1-Jul-17 \$ per annum
Officer	
Level 1 Salary point 1	51,442
Level 1 Salary point 2	54,687
Level 1 Salary point 3	57,094
Level 1 Salary point 4	59,804
Level 2 Salary point 5	64,295
Level 2 Salary point 6	66,764
Level 2 Salary point 7	69,855
Level 3 Salary point 8	73,353
Level 3 Salary point 9	76,460
Level 3 Salary point 10	80,273
Level 4 Salary point 11	84,909
Level 4 Salary point 12	88,309
Level 4 Salary point 13	93,700
Management	
Level 5 Salary point 14	101,527
Level 5 Salary point 15	106,841
Level 5 Salary point 16	112,038
Level 6 Salary point 17	118,876
Level 6 Salary point 18	123,557
Level 6 Salary point 19	128,658
Level 7 Salary point 20	135,229
Level 7 Salary point 21	141,118
Level 7 Salary point 22	148,775
Senior Management	
Level 8 Salary point 23	161,453
Level 8 Salary point 24	168,562
Level 8 Salary point 25	176,557
Level 9 Salary point 26	176,913
Level 9 Salary point 27	189,386
Level 10 Salary point 28	195,725
Level 10 Salary point 29	214,848

P. KITE, Chief Commissioner

**PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE)
AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2017/185740)

Before Chief Commissioner Kite

28 June 2017

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1	Arrangement
2	No Extra Claims
3	Definitions
4	Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education
4A	Multiple Assignments
5	Pilot Roster Projects
6	Introduction of Change
7	Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education
8	Rosters
9	Salaries
10	Salary Sacrifice to Superannuation
11	Leave for Matters arising from Family Violence
12	Special Allowances
13	Continuing Education Allowance
14	Climatic and Isolation Allowances
15	Penalty Rates for Shift Work and Weekend Work
16	Fares and Expenses
17	Special Rates and Conditions
18	Telephone Allowance
20	Mobility, Excess Fares & Travelling
21	Car Allowance
22	Provision of Communication Device
23	Uniform and Laundry Allowances
24	Higher Grade Duty
25	Overtime
26	Escort Duty
27	Payment and Particulars of Salaries
28	Registration Pending
29	Part-time, Casual and Temporary Employees
30	Annual Leave
31	Annual Leave Loading
32	Family and Community Services Leave and Personal/Carers' Leave
33	Long Service Leave

34	Maternity, Adoption and Parental Leave
35	Military Leave
36	Repatriation Leave
37	Sick Leave
38	Accommodation and Board
39	Grading Committee
40	Grading of Nurse/Midwife Manager Positions
41	Deputy Directors of Nursing, Assistant Directors of Nursing
42	Proportion
43	Medical Examination of Nurses
44	Domestic Work
45	Termination of Employment
46	Labour Flexibility
47	Right of Entry
48	Disputes
49	Anti-discrimination
50	Exemptions
51	Salary Packaging
52	Deduction of Union Membership Fees
53	Staffing Arrangements
54	Trade Union Activities
55	Learning and Development Leave
56	Career Break Scheme
57	Occupational Health and Safety for Employees of Contractors and Labour Hire Businesses
58	Commitments During Life of this Award
59	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

2. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

3. Definitions

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

"ADA" means the adjusted daily average of occupied beds, calculated in accordance with the following formula:

ADA = Daily Average + Neo-natal Adjustment + Non-inpatient Adjustment

Where:

Daily Average = $\frac{\text{Total Occupied Bed Days for the Period Less Unqualified Baby Bed Days}}{\text{Number of Days in the Period}}$

Neo-natal Adjustment = $\frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}}$

Non-inpatient = $\frac{\text{Total NIOOS Equivalents for the Period}}{10 \times \text{Number of Days in the Period}}$

Note: Total NIOOS Equivalents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions * 1.3) plus the equivalent number of Dental NIOOS (Non-inpatient Dental Flow * 3.8).

"AHPRA" means the Australian Health Practitioner Regulation Agency.

"Ambulance Service" means the Ambulance Service of NSW.

"Area Manager, Nurse/Midwife Education" - refer to Schedule 1, Nurse Managers.

"Assistant in Nursing/Midwifery" means a person, other than a registered nurse, Enrolled Nurse or Enrolled Nurse without medication qualification who is employed in nursing/midwifery duties in a public hospital or public health organisation.

"Assistant Director of Nursing/Midwifery" - refer to Schedule 1, Nurse Managers.

"Association" means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch).

"Association delegate" means a trade union delegate accredited by the Association including but not limited to a Branch Official, Councillor or workplace representative of the Association.

"Board" means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

"Career Break Scheme" means a scheme where employees may apply for an option to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.

"Clinical Nurse Educator/Clinical Midwife Educator" means a Registered Nurse/ Midwife appointed to a position classified as such and who holds relevant clinical or education post registration qualifications or such education and clinical experience deemed appropriate by the employer.

The Clinical Nurse Educator/Clinical Midwife Educator is required to deliver and evaluate clinical education programs at the ward/unit level.

The Clinical Nurse Educator/Clinical Midwife Educator shall provide for the delivery of clinical nurse/midwife education in the ward/unit level, and performs the following functions at that level:

- Delivers competent nursing education in the ward/unit;
- Contributes to the development of colleagues;
- Supports less experienced staff and acts as preceptor for new staff;
- Acts as the preceptor in orientations to the ward/unit;
- Provides day to day clinical education support in the ward/unit;
- Provides one on one informal education;
- Provides support for skill development in clinical procedures;
- Provides support for professional development;
- Provides support for clinical policy development;
- Provides a ward/unit based in-service program.

The provision of direct clinical care by Clinical Nurse Educator/Clinical Midwife Educator should be for the purpose of providing clinical education to other employees. Direct clinical care shall be limited to emergency circumstances only.

Incremental progression to the 2nd year and thereafter rate shall be upon completion of 12 months satisfactory full-time service.

"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1" means: a Registered Nurse/Midwife who applies a high level of clinical nursing knowledge, experience and skills in providing complex nursing/midwifery care directed towards a specific area of practice, a defined population or defined service area, with minimum direct supervision.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 shall satisfy the following minimum criteria:

Relevant post-registration qualifications and at least 12 months experience working in the relevant clinical area of their post-registration qualification; or four years post- registration experience, including three years experience in the relevant specialist field.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is distinguished from an 8th Year Registered Nurse/Midwife by being required to satisfy the following criteria:

- (a) actively contributes to the development of clinical practice in the ward/unit/service;
- (b) acts as a resource and mentor to others in relation to clinical practice; and
- (c) actively contributes to their own professional development.

Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is a personal grading

"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2" means: a Registered Nurse/Midwife appointed to a position classified as such with relevant post-registration qualifications and at least 3 years experience working in the clinical area of their specified post-graduate qualification.

The Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 classification encompasses the Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 role criteria and is distinguished from a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 by the following additional role characteristics:

- Exercises extended autonomy of decision making;
- Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:
 - o leadership in the development of nursing specialty clinical practice and service delivery in the ward/unit/service; or
 - o specialist clinical practice across a small or medium sized health facility/sector/service; or
 - o primary case management of a complete episode of care; or
 - o primary case management of a continuum of specialty care involving both inpatient and community based services; or
 - o an authorised extended role within the scope of Registered Nurse/Midwifery practice.

Incremental progression to the second year and thereafter rate shall be upon completion of 12 months satisfactory full-time service (or pro rata part time service).

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 1" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full time equivalent post registration experience and in addition who has approved post registration nursing/midwifery qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the public hospital or public health organisation.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 2" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full time equivalent post registration experience, with at least 3 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate

by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 3" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 7 years full time equivalent post registration experience, with at least 5 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6am and before 10am, otherwise than as part of the shift system.

"Deferred Salary Leave Year" means the fifth year of the career break scheme where the employee is absent from work and receives the deferred salary from the previous four years through participation in the Career Break Scheme. This year cannot be compressed into a period of less than twelve months.

"Ministry" means the NSW Ministry of Health.

"Deputy Director of Nursing" - refer to Schedule 1, Nurse/Midwife Managers.

"Enrolled Nurse without medication qualification" means a person registered by the Board as an enrolled nurse with the notation "does not hold a Board approved qualification in medicines administration".

"Enrolled Nurse" means a person registered by the Board as an enrolled nurse.

"Enrolled Nurse without medication qualification - Special Grade" means an Enrolled Nurse without medication qualification, with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Ministry from time to time.

"Enrolled Nurse - Special Grade" means an Enrolled Nurse with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Ministry from time to time.

"Experience" in relation to an assistant in nursing, means experience both before and/or after the commencement of this Award, whether within New South Wales or elsewhere and, in the case of an Enrolled nurse, an Enrolled Nurse without medication qualification or assistant in nursing who was formerly a student nurse, includes experience as such student nurse.

"Flight Nurse" means a registered nurse employed by the Ambulance Service who is engaged in nursing duties with the Ambulance Service of New South Wales.

"Flight Hours" means all time spent whilst in flight on an aircraft transporting patients or in transit to pick up patients.

"Ground Hours" for Flight Nurses means all time spent at an airport preparing for a flight or a series of flights, and includes generally preparing and restocking aircraft on return to home base; attending to clerical work pertaining to flights and other general duties normally undertaken by a Flight Nurse, including but not limited to the sterilisation of stock, maintenance and care of special nursing equipment, cleaning the nursing sections of the aircraft; caring of patients at terminals until the patient is transferred to hospital or at the commencement of a flight; supervising and assisting in loading and unloading of patients; escorting seriously ill patients to hospital in a road ambulance.

"Health service" means any of the following:

- (a) any hospital service
- (b) any medical service
- (c) any paramedical service
- (d) any community health service,
- (e) any environmental health service,
- (f) any other service (including any service of a class or description prescribed by the Regulations of the *Health Service Act 1997*) relating to the maintenance or improvement of the health, or the restoration to health, of persons or the prevention of disease in or injury to persons.

"Industry of nursing" means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 115 of the Health Services Act 1997 or its successors, assignees or transmittes.

"Local Health District" includes Specialist and Additional Networks and means a public health organisation established pursuant to the provisions of the Health Services Act of 1997 including all public hospitals, facilities and other establishments and health services under the control and management thereof.

"Manager, Nurse/Midwife Education" - refer to Schedule 1, Nurse/Midwife Managers.

"Nurse Educator/Midwife Educator Grade 1" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 1.

A Nurse Educator/Midwife Educator Grade 1 shall be responsible for the development and delivery of nursing education courses/programs at the public hospital, or the community based service level.

Nurse/Midwife education courses/programs shall mean courses/programs such as:

- Post-registration certificates;
- Continuing nurse/midwife education;
- Transition programs for newly registered nurses and midwives and newly enrolled nurses;
- Post-enrolment enrolled nurses' courses; and,
- General staff development courses (where applicable).

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nurse Educator/Midwife Educator Grade 2" means a Registered Nurse/Midwife with post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 2.

A Nurse Educator/Midwife Educator Grade 2 shall be responsible for one of the following:

- A nursing/midwifery education portfolio (including but not limited to a transition program, enrolled nurse or registered nurse program) across a public hospital or affiliated health organisation;

- A nursing/midwifery education program for a clinical division or divisions across a public hospital or affiliated health organisation; or
- A nursing/midwifery education program for a community based health service such as community health or mental health services.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nurse Educator/Midwife Educator Grade 3" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area or areas in which he/she is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 3.

A Nurse Educator/Midwife Educator Grade 3 shall be responsible for one of the following:

- A comprehensive nursing/midwifery education program across a Local Health District, a sector of a Local Health District or in a tertiary referral public hospital or affiliated health organisation; or
- The nurse education service of a public hospital or affiliated health organisation (excluding a tertiary referral hospital), group of hospitals or health facility.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nursing hours wards and units" refers to wards and units in Section II Nursing Hours Wards and Units of Clause 53 Staffing Arrangements that utilise nursing hours per patient day to determine the number of nursing hours required to provide direct clinical care.

"Nurse/Midwife Manager" means any employee who is allocated to a nurse manager grade in accordance with Clause 40 of this award.

"Nurse/Midwife Practitioner" means a registered nurse/midwife appointed as such to a position approved by the Secretary NSW Health and who is endorsed by the Board, to practise as a nurse/midwife practitioner.

"Nurse/Midwife Practitioner Year 3 and Thereafter" means a registered nurse/midwife appointed as such to a position approved by the Director-General and who is endorsed by the Board to practise as a Nurse/Midwife Practitioner; and who is working within clinical guidelines approved pursuant to section 78A of the *Nurses' Act* 1991.

Provided that a Nurse/Midwife Practitioner shall not progress or be appointed to Nurse/Midwife Practitioner Year 3 until completion of twelve months' service at the Year 2 rate, and to the Thereafter rate until completion of twelve months' service at the Year 3 rate. Accordingly, a Nurse/Midwife Practitioner cannot be appointed directly to Nurse/Midwife Practitioner Year 3 and Thereafter."

"Nursing/Midwifery Unit Manager" means a registered nurse in charge of a ward or unit or group of wards or units in a public hospital or health service or public health organisation and shall include:

"Nursing/Midwifery Unit Manager Level 1", whose responsibilities include:

(a) CO-ORDINATION OF PATIENT SERVICES -

- liaison with all health care disciplines for the provision of services to meet patient needs;
- the orchestration of services to meet patient needs after discharge;
- monitoring catering and transport services.

(b) UNIT MANAGEMENT -

- implementation of hospital/health service policy;
- dissemination of information to all personnel;
- ensuring environmental safety;
- monitoring the use and maintenance of equipment;
- monitoring the supply and use of stock and supplies;
- monitoring cleaning services.

(c) NURSING STAFF MANAGEMENT -

- direction, co-ordination and supervision of nursing activities;
- training, appraisal and counselling of nursing staff;
- rostering and/or allocation of nursing staff;
- development and/or implementation of new nursing practice according to patient need.

"Nursing/Midwifery Unit Manager Level 2", whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing/Midwifery Unit Manager Level 1.

"Nursing/Midwifery Unit Manager Level 3" whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing/Midwifery Unit Manager Level 2.

"Public Health Organisation" means:

- (a) a Local Health District or;
- (b) a statutory health corporation, or;
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services;

"Public Hospital" means:

- (a) a hospital controlled by a Local Health District or;
- (b) a hospital controlled by a statutory health corporation, or;
- (c) a hospital that is a recognised establishment of an affiliated health organisation, or;
- (d) a hospital controlled by the Crown (including the Minister or the Secretary, NSWHealth).

"Registered Nurse" means a person registered by the Board as a Registered Nurse and/or Registered Midwife.

"Residential Care Nurse" means a person other than a Registered Nurse, Enrolled Nurse or an Enrolled Nurse without medication qualification, who is employed in the delivery of nursing care to clients in residential settings conducted by or on behalf of public hospitals or public health organisations, and which are located either in the general community or in the grounds of public hospitals, excepting any "off campus" or "satellite" group homes generated from the Weemala Unit of the Royal Rehabilitation Service. The duties performed by Residential Care Nurses shall comprise assisting with the care of residents which may include the supervision, training and assistance of residents in the performance of household tasks such as laundry, kitchen, general maintenance or other personal support tasks.

"Senior Nurse/Midwife Educator" - refer to Schedule 1, Nurse Managers.

"Service" for the purpose of clause 9, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this award shall continue to be recognised.

To the foregoing shall be added any actual periods on and from 1 January 1971 during which a nurse undertook a post basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Ministry, or one of the following certificate or diploma courses:

Associate Diploma in Community Health -

College of Nursing, Australia; N.S.W. College of Nursing;

Associate Diploma in Nursing Administration -

College of Nursing, Australia; N.S.W. College of Nursing;

Associate Diploma in Nursing Education -

College of Nursing, Australia; N.S.W. College of Nursing,

Newcastle College of Advanced Education;

Certificate in Operating Theatre Management -

N.S.W. College of Nursing;

Certificate in Operating Theatre Technique -

College of Nursing, Australia;

Certificate in Coronary Care -

N.S.W. College of Nursing;

Certificate in Orthopaedic Nursing -

N.S.W. College of Nursing;

Certificate in Ward Management -

N.S.W. College of Nursing;

Midwife Tutor Diploma -

College of Nursing, Australia, or Central Midwives Board, London;

Occupational Health Nursing Certificate -

N.S.W. College of Nursing;

provided that no more than three such courses shall count as service.

A reference to the New South Wales College of Nursing in this Award shall be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

"Shift Worker" means a worker who is not a day worker as defined.

"Tour of Duty" means the period between the time a Flight Nurse commences any duties associated with his or her employment prior to making a flight or series of flights and until he or she is finally relieved of all duties after termination of flights or series of flights, whether termination is at home base or otherwise away from home base.

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

4. Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education

(i)

- (a) The ordinary hours of work for day workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.

(ii)

- (a) The ordinary hours of work for shift workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.

(iii)

- (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work his/her ordinary hours of work on more than nineteen days in the cycle. Provided that employees who work 8 hour shifts are entitled to 12 additional days off duty per annum (per NSW Health Policy Directive PD2014_029 Leave Matters for the NSW Health Service); employees working 10 hour shifts are entitled to one additional day off duty each five weeks; and employees working other combinations of shifts are entitled to such number of additional days off duty per annum as will ensure that their ordinary hours of work do not exceed an average of 38 hours per week.
- (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees may, with the agreement of the employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.

(iv)

- (a) Each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 10 hours break between each rostered shift, unless agreed otherwise between an employee and local nursing management. An employee shall not work more than 7 consecutive shifts unless the employee so requests and local nursing management agrees but in no case shall an employee be permitted to work more than 10 consecutive shifts. In any fortnightly pay period an employee shall not be rostered for more than three quick shifts, ie. an evening shift followed by a morning shift, unless agreed otherwise between an employee and local nursing management.
- (b) Where 10 hour night shifts are in operation in any health facility, at the commencement date of this award or subsequent thereto, the length of these shifts must not be altered without the consent of the Head Office of the Association.

(v)

(a) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week) shall be determined by mutual agreement between the employee and the employer having regard to the service requirements of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xvi) of this clause.

(vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.

(vii)

(a) Where an employee and her/his local nursing management agree, an employee's additional days off duty (ADOs) may be accumulated up to a total of three. This limit on accumulation means that any employee who has already accumulated three ADOs must take the next ADO accruing to her/him when it falls due in accordance with the roster.

(b) Employers must not unreasonably refuse to agree with an employee's request to accumulate ADOs or to take them off subsequent to such accumulation.

(c) Any ADOs accumulated but not taken as at the date of termination of the employee must be paid out at ordinary rates.

(viii) Except for breaks for meals the hours of duty each day shall be continuous.

(ix) Each employee who works in excess of five hours must have a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty as follows:

Breakfast	-	between 6am and 9am
Midday Meal	-	between 12 noon and 2pm
Evening Meal	-	between 5pm and 7pm
Night Meal	-	between 10pm and 2am

Employees must not be required to work during meal breaks as a matter of routine practice unless mutually agreed at the local level. Provided that any time worked during such break shall count as working time and unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed. Provided further that where practicable an employee engaged to work for five hours or less in any one shift may elect not to take a meal break as otherwise provided for in this subclause without penalty to the employer. The term "where practicable" encompasses regard being paid to the service requirements of the employer.

(x)

(a) One twenty minute interval (in addition to the meal break) shall be allowed each employee on duty for a tea break during each shift. Such interval shall count as working time. Part time and Casual employees who are engaged for less than a whole shift on any one day shall only be entitled to one tea break of 10 minutes.

(b) Where it is not possible due to the nature of the work performed to have one twenty minute break, the employee may take one ten minute break and be permitted to proceed off duty ten minutes prior to the rostered finishing time of that shift.

(c) Paragraph (b) of subclause (x) will only be exercised in special and exceptional circumstances and with the expressed approval of the employer in consultation with the employee.

- (d) In lieu of the meal breaks in subclause (ix) and tea breaks in this subclause, the following crib break provisions shall apply to HealthShare Patient Transport Services (PTS) employees only;
 - i. HealthShare PTS employees working shifts of less than 12 hours duration shall have one paid 30 minute crib break to be taken between the fourth and seventh hour unless otherwise agreed between the parties.
 - ii. HealthShare PTS employees working a roster of 12 hour shifts will be entitled to two paid 30 minute crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties.
 - iii. HealthShare PTS employees who, due to operational requirements, are unable to take their paid crib break within the prescribed times, or whose crib break is not completed, shall receive an additional payment of one hour at ordinary time rates.
- (xi) Subclauses (ix) and (x) of this clause, shall not apply to an employee who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.
- (xii) Changing time totalling ten minutes per shift to count as working time is to be allowed to nurses not permitted to travel in their work clothes.
- (xiii) In addition to any other rest period and meal break, employees who are lactating shall be entitled to two paid breaks of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child, and the employer shall provide access to suitable facilities for such purpose.
- (xiv)
 - (a) Except in cases of emergency, an employee shall not be employed on night duty for a longer period than four consecutive weeks, unless agreed otherwise between an employee and local nursing management.
 - (b) Except in cases of emergency, after having served a period of night duty, an employee shall serve an equivalent period of time off night duty before again undertaking a period of night duty unless agreed otherwise between an employee and local nursing management.
 - (c) Except in cases of emergency, an employee shall not be required to perform night duty against their wishes during a period of one week prior to any formal end-of-semester examination in any course of study which has been accepted by her/his employer as meeting the requirements for the grant of study time.
 - (d) This subclause shall not apply to an Assistant Director of Nursing, a Nursing/Midwifery Unit Manager or to a registered nurse/midwife in charge as the case may be, who is employed permanently in charge at night.
- (xv) Except in cases of emergency, an employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- (xvi)
 - (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by any evening shift or a night shift unless the employee is rostered on the same shift, ie. evening shift or night shift, as the case may be, immediately upon his or her return to duty after days off, except by agreement between the employee and the local nursing management. An evening shift shall be one which commences at or after 1pm and before 4pm.

- (b) An employee at his or her request, may be given time free from duty in one or more periods but no period shall be less than one full day.
- (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.

(xvii)

- (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except in so far as an employee may take up actual duty in response to a call) but shall be paid for in accordance with clause 12, Special Allowances. Provided, however, no employee shall be required to remain on call whilst on leave or the day before entering upon leave.
- (b) Except as hereafter provided, no employee shall be required to remain on call whilst on a rostered day off or from the completion of the employees' shift on the day preceding a rostered day off.
- (c) Paragraph (b) shall not apply where in extreme circumstances (which shall be agreed between the employer and the Head Office of the Association) it is necessary for a public hospital or public health organisation in order to ensure the provision of services, to place staff on call on rostered days off.

(xviii) An employer shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of his intention so to do to the Industrial Registrar and to the Association.

4a. Multiple Assignments

- (i) Multiple assignments exist when an employee has more than one position under this Award within the New South Wales Health Service. Each of these positions are referred to in this clause as "assignments".
- (ii) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid in relation to the ordinary hours worked in each separate assignment at the ordinary rate of pay applicable to that assignment.
- (iii) Where an employee has multiple assignments in the same classification, the employee will progress from one increment (year step) to the next increment after the employee has completed the full time equivalent of one year in the increment having regard to the work performed in all assignments. Further, an employee must complete a minimum of one calendar year in an increment before progressing to the next increment. Where an employee has multiple assignments in different classifications, the employee's service in the higher classification will count for the purposes of incremental progression in the lower classification. However, service in the lower classification shall not count for the purposes of incremental progression in the higher classification.
- (iv) With the exception of subclause (iii) above, this clause does not apply to employees who have multiple casual assignments only. The Award provisions are to apply separately to each casual assignment.

Multiple Assignments Within a Single Public Health Organisation

- (v) The following provisions apply to employees with two or more assignments within a single Public Health Organisation:
 - (a) The work performed in each of an employee's assignments shall be aggregated for the purposes of determining all of the employee's entitlements under this Award.

Hours, Additional Days Off and Overtime

- (b) The combined total number of ordinary hours worked under an employee's multiple assignments shall not exceed the hours of work as set out in Clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education.

- (c) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out in subclause (i)(a) of Clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, for day workers or subclause (ii)(a) of Clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, for shift workers they will be considered as a full time employee for the purposes of the Award and:
1. that employee is entitled to additional days off in accordance with subclause (iii) of Clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, and
 2. subclause (ii)(a) of Clause 25, Overtime, shall apply for the purposes of overtime.
- (d) Where the combined total number of ordinary hours worked under an employee's multiple assignments is less than those set out in subclause (c) of this subclause:
1. subclause (ii)(b) of Clause 25, Overtime, shall apply for the purposes of overtime, and
 2. all ordinary hours and additional hours paid at ordinary rates in each assignment shall be aggregated for the purposes of subclause (ii)(b) of Clause 25, Overtime, and treated as if it were worked under a single assignment.
- (e) Where an employee is employed in an assignment as a Nurse/Midwife Manager classified at Grade 4 or above and subclauses (xi)(a)-(c) of Clause 25, Overtime, do not apply;
1. subclauses (c)(2) and (d)(1) of this subclause shall not apply to time worked in that assignment provided that,
 2. ordinary hours worked in that assignment shall be counted for the purposes of determining whether the employee has worked beyond 38 hours in any week.
- (f) The rostering of additional days off will be co-ordinated between the employee's line managers to ensure that the additional days off are proportionately rostered across the employee's assignments. Where an employee has multiple assignments with different ordinary rates of pay, the additional day off will be paid at the rate of pay relevant to the assignment in which it is rostered.
- (g) Where an employee has multiple assignments with different ordinary rates of pay, the rate of pay used to determine the additional hours or overtime payable shall be the rate applicable to the assignment which generated the additional hours or overtime.
- (h) Where overtime is compensated by way of time off in lieu as set out in subclause (iv) of Clause 25, Overtime, that time off in lieu must be taken in the assignment which generated the overtime.
- (i) Employees who are in full time or part time assignments cannot be engaged on a second or further assignment as a casual employee under the Award. Any additional hours worked by such employees are to be remunerated in accordance with subclauses (c) or (d) of this subclause.

Temporary Employees

- (j) Where an employee has an assignment to which Part III - Temporary Employees of Clause 29, Part-Time, Casual and Temporary Employees, applies, the allowance referred to at subclause (ii) of Part III - Temporary Employees of Clause 29, Part-Time, Casual and Temporary Employees, shall only apply to hours worked in that assignment. While ever the allowance is paid, the provisions of subclauses (m) and (n) of this subclause shall not apply to the temporary assignment provided that subclause (iii) of Part III - Temporary Employees, of Clause 29, Part-Time, Casual and Temporary Employees, applies to a temporary assignment in relation to annual leave.

Employees engaged as part-time employees as at 30 June 1986

(k) Where an employee:

1. has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV - Savings Provisions of Clause 29, Part-time, Casual and Temporary Employees, in relation to an assignment, and
2. after the date this clause was inserted into the Award the employee commences in a second or further permanent part time assignment and their combined total number of ordinary hours worked in all assignments is less than those set out in subclause (c) of this subclause;

subclauses (i)-(iv) of Part IV - Savings Provisions of Clause 29, Part-time, Casual and Temporary Employees, shall cease to apply and the employee will be a permanent part time employee for the purposes of the Award.

(l) Where an employee:

1. has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV - Savings Provisions of Clause 29, Part-time, Casual and Temporary Employees, in relation to an assignment, and
2. his/her combined total number of ordinary hours worked in all assignments is equal to or more than those set out in subclause (c) of this subclause,

subclauses (i)-(iv) of Part IV - Savings Provisions of Clause 29, Part-time, Casual and Temporary Employees, shall not apply to any of their assignments.

Leave

- (m) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (n) Employees with multiple assignments shall be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s. Service in all assignments will be recognised for the purposes of subclause (i)(a) of Clause 37, Sick Leave.
- (o) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid for leave taken at the rate of pay relevant to the assignment in which the leave was taken or rostered.
- (p) Where an employee's combined total number of ordinary hours worked in their multiple assignments is equivalent to those set out in subclause (c) of this subclause, and that employee is required to work their ordinary hours on a seven day basis, they shall be entitled to six weeks annual leave in accordance with subclause (i)(a) of Clause 30, Annual Leave.
- (q) Service in all assignments will be recognised for the purposes of entitlements under Clause 34, Maternity, Adoption and Parental Leave.
- (r) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, that employee shall not be paid out the monetary value of the annual leave or long service leave accrued in the terminated assignment.

Disclosures, Notifications and Approvals

- (s) Employees must, at the time they apply for any second or further assignment, disclose in writing that they are already employed by NSW Health and provide details of that assignment including:

1. the position/s currently held
 2. the facility in which the existing position/s are worked
 3. the classification/s under which they are engaged in each position
 4. the number of ordinary hours worked in each position
 5. any regular additional hours or overtime that is worked in each position
 6. whether the position/s is worked according to a set roster and if so, the details of that roster arrangement; and
- (t) Prior to accepting an offer for a second or further assignment, employees must provide to their current manager details of that proposed assignment including:
1. the position they have applied for
 2. the facility in which the proposed new assignment is to be worked
 3. the classification under which they would be engaged in the new assignment
 4. the number of ordinary hours to be worked in the proposed assignment
 5. whether the position is to be worked according to a set roster and if so, the details of that roster arrangement.
- (u) A Public Health Organisation may elect on reasonable grounds to withhold the approval of a second or further assignment to employees who are already employed in another assignment.
- (v) Before accepting any change in roster or undertaking additional hours or overtime that will impact on another assignment, employees who hold multiple assignments must notify their current manager of the details of their next shift in either assignment. Managers must not change rosters or require employees to work additional hours or overtime where these will impact on the employee's roster in the other assignment (for example by generating overtime) without first consulting the manager of the other assignment/s. (By way of example, if an employee is requested by Manager 1 in Assignment 1 to undertake additional hours in Assignment 1 that may impact on the roster in Assignment 2, the employee must notify Manager 1 of the impact. Manager 1 must not change rosters/hours that impact on Assignment 2 without first consulting Manager 2.)

Multiple Assignments Across Different Public Health Organisations

- (vi) Assignments in different Public Health Organisations will be regarded as entirely separate for all purposes under the Award, including the accrual and taking of leave. The only exceptions are the provisions of subclause (iii) of this clause (regarding incremental progression) and:
- (a) At the time an employee commences an assignment in another Public Health Organisation the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent Registered Nurse who commences another 0.4 full time equivalent assignment in another Public Health Organisation will have 60% of their leave accruals allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.
 - (b) Employees who have multiple assignments across different Public Health Organisations at the time this clause was inserted into this award may elect to apportion their accrued leave across their assignments.

- (c) Service in all assignments will be aggregated for the purposes of calculating long service leave and family and community service leave entitlements.
- (d) Service in all assignments will be recognised for the purposes of entitlements under Clause 34, Maternity, Adoption and Parental Leave.
- (e) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.
- (f) If prior to the introduction of this clause and/or the StaffLink payroll system an employee received additional days off and/or overtime in accordance with subclause (ii) of Clause 25, Overtime, that employee shall continue to receive those benefits until one of the assignments is terminated.
- (g) Where an employee has three or more assignments, one or more of which are in different Public Health Organisations, subclause (v) of this clause shall apply to those assignments which are within a single Public Health Organisation.

Changes to the composition of Public Health Organisations

- (vii) The employer and the Association agree to review this clause in the event that the boundaries of any Public Health Organisation change.
- (viii) Where any change to the boundaries of any Public Health Organisation causes an employee's multiple assignments to which subclause (v) of this clause previously applied to then be subject to subclause (vi) of this clause, subclause (v) of this clause shall continue to apply (to the exclusion of subclause (vi) of this clause) to those assignments until one of them is terminated.

5. Pilot Roster Projects

- (i) Notwithstanding any other provision of this award, Pilot Roster Projects for the purposes of trialing flexible roster practices may be implemented on the following basis:
 - (a) The terms of the Pilot Roster Project shall be agreed in writing between the employer and the Association on behalf of the nurses participating in the project. Provided that the Association shall not unreasonably refuse to agree to, or unreasonably delay in responding to, a Pilot Roster Project proposed by an employer. Provided further that where a Pilot Roster Project is proposed by the Association or nurses and the employer does not agree to introduce a Pilot Roster Project in the terms proposed, the employer shall provide its reasons in writing to the Association or the nurses concerned.
 - (b) The terms shall include
 - (1) the duration of the project; and
 - (2) the conditions of the project; and
 - (3) the award provisions required to be overridden in order to implement the project; and
 - (4) review mechanisms to assess the effectiveness of the project.
 - (c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the award by reason alone of implementing the project.
 - (d) Any purported Pilot Roster Project which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer shall be able to claim the benefit of subclause (c) when implementing such project.

- (ii) The Association agrees to participate in a review of the operation of this clause, if requested by the Ministry.
- (iii) Pilot 12 hour shift systems in place as at 1 July 2008 shall continue to operate in accordance with the provisions of the relevant pilot agreement.
- (iv) From 1 July 2008, new 12 hour shift systems may be implemented in a ward, unit or operational area according to the provisions of subclause (v) without the requirement for a pilot. The Association shall be advised in writing by the employer of the intention to introduce such new systems no later than four weeks prior to the proposed date of commencement, to enable consultation with all potentially affected employees.
- (v) The following provisions shall apply to new 12 hour shift systems commencing on or after 1 July 2008:

- (a) Participation in a 12 hour shift system shall be voluntary. Alternative shift provisions must remain available for staff who do not agree to participate in a 12 hour shift system.
- (b) The ordinary hours of work for each full time employee shall be 228 hours balanced over a six week period. The hours shall be worked as 19 x 12 hour shifts. The ordinary guaranteed hours of work for each part time employee shall be balanced over a six week period. The hours shall be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer.

or

The ordinary hours of work for each full time employee shall be 152 hours balanced over a four week period. The hours shall be worked as 12 x 12 hour shifts and one x eight hour shift. The ordinary guaranteed hours of work for each part time employee shall be balanced over a four week period. The hours shall be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer.

- (c) Payment for full time employees shall be for 76 hours per pay period at the appropriate hourly rate for each employee. Payment for part time employees shall be the actual number of hours worked per pay period.
- (d) The day shift may have a span of up to 12.5 hours and shall include one half hour unpaid meal break and two x 20 minute paid tea breaks.
- (e) The night shift may have a span of up to 12.5 hours and shall include one thirty minute unpaid meal break and a further one hour paid break or two x 30 minute paid breaks.
- (f) The maximum number of consecutive shifts shall be three. Except that an employee may be rostered for four consecutive shifts once in each six week cycle at the request of the employee.
- (g) Employees shall not be rostered on single days off unless it is at the request of the employee.
- (h) The minimum break between shifts shall be 11.5 hours.
- (i) Rosters should reflect an equitable distribution of day, night and weekend shifts among employees participating in the 12 hour shift system. No more than 50% of shifts in the roster cycle should be night shift unless otherwise agreed between the employee and the unit manager.
- (j) No overtime shall be worked in conjunction with a 12 hour shift.
- (k) Any 12 hour shift being replaced by either casual or agency staff will cover the full span of the shift.
- (l) An individual employee shall have the right to withdraw from the 12 hour shift system. An employee wishing to withdraw from the 12 hour shift system shall provide a period of notice equivalent to the roster period. In the case of demonstrated pressing necessity, a minimum of

two weeks' notice shall be required, or such lesser period of time as may be agreed to by the public health organisation.

- (m) Where a 12 hour shift system is in place management shall be entitled to consider whether continuation of the system in that ward, unit or operational area remains appropriate. Where management determines after consultation with affected employees to cease a 12 hour shift system, three months notice of the intended cessation shall be given to employees.

6. Introduction of Change

- (a) Where an employer has made a definite decision to introduce changes in organisation, structure, health service delivery, or technology that are likely to have significant effects on employees covered by this Award, the employer shall notify the Association and employees who may be affected by the proposed changes. Discussions shall commence as soon as practicable after such decision has been taken.
- (b) "Significant effects" includes:
 - i. termination of employment;
 - ii. major changes in the composition, operation or size of the employer's workforce or in the skills required;
 - iii. changes in employment and/or promotional opportunities or job tenure for a class or group of employees;
 - iv. the alteration of hours of work for a class or group of employees; or
 - v. the need for training or transfer of a class or group of employees to other work or location, and the restructuring of jobs.
- (c) The employer shall discuss with the employees affected and the Association, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and any measures proposed by the employer to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Association in relation to the changes.
- (d) For the purpose of such discussion, the employer shall provide to the employees concerned and the Association all relevant information about the changes including the nature of the changes proposed and the expected significant effects of the changes on employees. Provided that the employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer, Ministry or Director-General of Health; or is an exempt matter under the *Government Information (Public Access) Act 2009* (the GIPA Act).
- (e) The provision of communication during maternity, adoption or parental leave is in accordance with Part E Communication During Leave, of Clause 34 Maternity, Adoption and Parental Leave.
- (f) With respect to occupational health safety matters as referred to in the *Work Health and Safety Act 2011*, the provisions of that Act apply, and specifically the provisions under Section 47, "Duty to consult workers", as varied from time to time.

7. Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education

- (i) A Director of Nursing or Area Manager, Nurse Education shall be free from duty for not less than 9 days in each twenty-eight consecutive days and such days free from duty may be taken in one or more periods.
- (ii) If any of the days mentioned in subclause (i) of this clause cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.

- (ii) A Director of Nursing or Area Manager, Nurse Education shall, where practicable, inform his or her employer giving not less than 7 days' notice of the days he or she proposes to be free from duty; provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.

8. Rosters

- (i) The ordinary hours of work for each employee, other than the Director of Nursing, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed at least two weeks prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the public hospital or public health organisation to be carried on where another employee is absent from duty on account of illness or in an emergency: Provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters shall be retained for at least six years.

9. Salaries

- (i) The minimum salaries per week to be paid to employees shall be as set out in Table 1 of Part B.
- (ii) An Enrolled Nurse without medication qualification or Enrolled Nurse without medication qualification - Special Grade who has the notation "does not hold a Board approved qualification in medicines administration" removed from their registration will be classified and paid as an Enrolled Nurse or Enrolled Nurse Special Grade respectively from the commencement of the first full pay period following the removal of such notation.

Provided that an Enrolled Nurse 1st year shall not progress to Enrolled Nurse 2nd year until completion of twelve months' service at the 1st year rate (or for part time employees the full time equivalent of 1,982 hours), and to the 3rd year rate until completion of twelve months' service at the 2nd year rate (or for part time employees the full time equivalent of 1,982 hours), and so on throughout the scale.

10. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Clause 9, Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 51, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred per cent of the currently applicable superable salary, whichever is the lesser.

In this clause "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgment debtors/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian Taxation Law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under this award or any applicable award, act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) subject to the employers agreement, paid into private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under Clause 9, Salaries, of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

11. Leave for Matters Arising from Family Violence

- (i) In this clause family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- (ii) The leave entitlements provided for in clause 37, Sick Leave and clause 32, Family and Community Services Leave of this Award may be used by staff members experiencing family violence.
- (iii) Where the leave entitlements referred to in subclause (ii) above are exhausted, the employer shall grant up to five days special leave on full pay per calendar year to be used for absences from the workplace to attend to matters arising from family violence situations.
- (iv) The employer will need to be satisfied, on reasonable grounds, that family violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a court, a doctor, a Family Violence Support Service or lawyer.
- (v) Personal information concerning family violence will be kept confidential by the employer.
- (vi) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

12. Special Allowances

- (i)
 - (a) A registered nurse in charge of a public hospital of not more than 100 beds during the day, evening or night in the absence of a senior nurse shall be paid, in addition to his or her appropriate salary, whilst so in charge, the sum as set out in Item 1, of Table 2 of Part B per shift.
 - (b) This subclause shall not apply to registered nurses holding positions of a higher grade than that of clinical nurse specialist.
- (ii)
 - (a) An employee required by his or her employer to be on call otherwise than as provided in (b) and (c) hereof shall be paid the sum as set out in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
 - (b) An employee required to be on call on rostered days off in accordance with paragraph (c) of subclause (xvii) of Clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid the sum as set out in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
 - (c) An employee who is directed to remain on call during a meal break shall be paid an allowance as set out in Item 4, of Table 2 of Part B.
 - (d) Where an employee on call leaves the public hospital and is recalled to duty, he or she shall be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances, the allowance payable shall be the rate prescribed from time to time by the Ministry for a "casual" user. The provisions of this paragraph shall apply to all employees.
 - (e) This subclause shall not apply to Nurse Managers classified at Grade 4 or above provided that the allowances prescribed in subclauses (a) and (b) of this subclause shall be paid to Nurse Managers classified at Grade 4, Grade 5 and Grade 6 when required to remain on call for the purpose of the performance of clinical duties.

(iii)

- (a) Where a Director of Nursing is required by the public hospital to perform radiographic duties he/she shall be paid in addition to his/her appropriate salary an allowance as set out in Item 5, of Table 2 of Part B per week.
- (b) The allowance prescribed by paragraph (a) of this subclause shall apply to an employee who relieves the Director of Nursing for a period of one week or more.
- (c) An employee who is performing radiographic duties in the absence of the Director of Nursing for a period of less than one week shall be paid in addition to his or her appropriate salary a daily allowance as set out in Item 6, of Table 2 of Part B, provided that the maximum allowance per week payable in accordance with this paragraph shall not exceed the amount set in the said Item 6.
- (d) The allowance prescribed by this subclause shall be regarded as part of the salary for the purpose of this award.

(iv) An employee required to wear a lead apron shall be paid an allowance as set out in Item 7, of Table 2 of Part B for each hour or part thereof that he/she is required to wear the said apron. No employee shall be required to wear a lead apron for more than one hour without being allowed a paid break of 10 minutes.

(v) A registered nurse who is designated to be in charge of a ward or unit during day, evening or night shifts, when the Nursing/Midwifery Unit Manager is not rostered for duty, shall be paid an allowance as set out in Item 8, of Table 2 of Part B per shift. Provided that the allowance shall also be paid when the Nursing/Midwifery Unit Manager is rostered on duty if the day to day clinical management role for the shift is delegated to a designated registered nurse/midwife. Provided further that the allowance shall also be paid in the absence of a Nurse/Midwife Manager in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.

(vi) A registered nurse/midwife who is designated to be in-charge of a ward or unit when the Nursing/Midwifery Unit Manager is not rostered for duty and who is also designated to be in-charge of a public hospital of less than 100 beds during the day, evening or night on the same shift shall be paid an allowance as set out in Item 9, of Table 2 of Part B per shift. Provided that this allowance shall also be paid in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.

(vii)

- (a) An employee who makes their services available and participates in an approved roster to provide emergency telephone counselling outside their normal rostered ordinary hours shall receive the payments prescribed in paragraphs (b), (c) and (d) of this subclause.
- (b) An employee rostered to be on call shall be paid the sum as set in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate. Provided that an employee rostered on call on rostered days off shall be paid the sum as set in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
- (c) If during such an on call period prescribed in paragraph (b) of this subclause an employee is required to provide telephone counselling to a client, such employee shall be entitled to the following payment in addition to the payment in the said paragraph (b):
 - 1. An employee on call for telephone counselling for up to 8 hours and is required to provide telephone counselling, such employee is to be paid one hour at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.

2. An employee on call for telephone counselling for 8-16 hours and is required to provide telephone counseling, such employee is to be paid two hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
 3. An employee on call for telephone counselling for 16-24 hours and is required to provide telephone counseling, such employee is to be paid three hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
- (d) An employee called out during the period of on call shall be entitled to the prescriptions of clause 25, Overtime.
- (viii) An Enrolled Nurse or an Enrolled Nurse without medication qualification employed in the central sterile supply department of a public hospital, in possession of a Sterilising Technology Certificate issued by the Sterilising Research and Advisory Council of Australia shall be paid an allowance as set out in Item 18 of Table 2 of Part B.
- (ix) A registered nurse who is designated in-charge of a public hospital or facility of greater than 100 beds during an evening or night shift Monday to Friday or any Saturday or Sunday shift shall be paid an allowance per shift as set out in Item 9 (b), of Table 2 of Part B. This allowance shall not apply to registered nurses holding positions of a higher grade than Clinical Nurse/Midwife Specialist Grade 2. The employer shall not use this provision on a permanent basis in place of appointing a Nurse Manager.

13. Continuing Education Allowance

- (i) An employee employed in the classification of Registered Nurse /Midwife (years 1 to 8), Clinical Nurse Specialist/Clinical Midwife Specialist, Nursing/Midwifery Unit Manager, Nurse/Midwife Manager Grade 1, Nurse/Midwife Manager Grade 2 or Nurse/Midwife Manager Grade 3 and above (who satisfies the employer that she/he is engaged in clinical work for more than 50% of her/his time) who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
- (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse/midwife in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (ii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-registration hospital certificate listed in Schedule 2 shall be paid an allowance of an amount set out in Item 20 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate certificate shall be paid an allowance of an amount set out in Item 21 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in Item 22 of the said Table 2.
- (v) Subject to the provisions in subclause (i) of this clause, an employee who holds a masters degree or doctorate shall be paid an allowance of an amount set out in Item 23 of the said Table 2.

- (vi) An Enrolled Nurse or an Enrolled Nurse without medication qualification, who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field, or Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) in addition to the qualification leading to enrolment, shall be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the Enrolled Nurse or an Enrolled Nurse without medication qualification in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (vii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds a Certificate 4 qualification shall be paid an allowance of an amount set out in Item 24 of the said Table 2.
- (viii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds an Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) qualification shall be paid an allowance of an amount set out in Item 25 of the said Table 2.
- (ix) A Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, masters or doctorate in education or a clinical field in addition to the qualification leading to registration, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, masters or doctorate in a clinical field in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse/midwife in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (x) Subject to the provisions in subclause (ix) of this clause, a Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, masters or doctorate in a clinical field, shall be paid an allowance of the relevant amount set out at either Item 22 or 23 of the said Table 2.
- (xi) The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are payable during periods of paid leave taken by an employee.
- (xii) The continuing education allowances shall be considered salary-related allowances for the purpose of salary and salary related allowance increases that may occur from the first full pay period commencing on or after 30 June 2009.
- (xiii) Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in subclauses (i) to (iv) of clause 48, Disputes, of this Award,

negotiations between the NSW Ministry of Health and the Association must occur prior to referral to the Industrial Relations Commission for determination.

14. Climatic and Isolation Allowances

- (i) Subject to subclause (ii) of this clause, persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out in Item 10, of Table 2 of Part B per week, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at Tocumwal and thence to the following towns in the order stated - namely Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.
- (ii) Persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out in the said Item 10 per week, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria), and then to the following towns in the order stated - namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this award.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty eight ordinary hours.

15. Penalty Rates for Shift Work and Weekend Work

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift: Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6am or finish subsequent to 6pm.

Afternoon shift commencing at 10am and before 1pm - 10%.

Afternoon shift commencing at 1pm and before 4pm - 12.5%.

Nightshift commencing at 4pm and before 4am - 15%.

Nightshift commencing at 4am and before 6am - 10%.
- (ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week.
- (iii) For the purpose of this clause day, afternoon and night shifts shall be defined as follows:

"Day shift" means a shift which commences at or after 6am and before 10am.

"Afternoon shift" means a shift which commences at or after 10am and before 4pm.

"Night shift" means a shift which commences at or after 4pm and before 6am on the day following.
- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (i) of this clause.

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by clause 29, Part-time, Casual and Temporary Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Award, except as provided in clause 30, Annual Leave.
- (vi) This clause shall not apply to Nurse/Midwife Managers classified Grade 4 or above.

16. Fares and Expenses

- (i) An employee required to travel in the performance of duty shall be reimbursed first-class fares (including sleeper accommodation) and all reasonable out-of-pocket expenses.
- (ii)
 - (a) An employee who is engaged for an indefinite period and who remains in the employment for at least six months shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres.
 - (b) An employee who is engaged for an indefinite period and who is dismissed within six months for any reason, other than misconduct or inefficiency shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment exceeds 40 kilometres and shall also be reimbursed return fares to such place of engagement or the employee's immediate destination whichever is the cheaper.
- (iii) An employee who is engaged for a definite period and who completes the period of engagement or who is dismissed before completing such period for any reason other than misconduct or inefficiency, shall be reimbursed forward fares from the place of engagement provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres and shall be reimbursed return fares to such place of engagement or to the employee's immediate destination, whichever is the cheaper.
- (iv) Subclauses (ii) and (iii) of this clause shall not apply to nurses travelling to a midwifery training school to enter upon midwifery training or to nurses travelling to a public hospital for post-graduate training.
- (v) Fares within the meaning of this clause shall include only fares incurred in respect of travel within New South Wales.
- (vi) An employee who claims reimbursement of fares, pursuant to this clause, shall furnish to the employer, if so required, satisfactory proof that she or he has not received from another employer reimbursement in respect to those fares.

17. Special Rates and Conditions

- (i) In addition to the rates prescribed by clause 9, Salaries, the additional rates as set in Item 11, of Table 2 of Part B shall be payable to the undermentioned employees of the Tibooburra and Ivanhoe District Hospitals:-

Registered Nurses/Midwives;

All Enrolled Nurse classifications;or

Assistants in Nursing.

(NOTE: These additional rates are compensation for overtime and adverse conditions.)

- (ii) In addition to the annual leave prescribed by clause 30, Annual Leave, the Director of Nursing and registered nurses at the Tibooburra District Hospital and Ivanhoe District Hospital shall be allowed seven days leave of absence annually on full pay.
- (iii) All nurses employed by the Justice Health Service, nurses working in the Kestrel Unit, Morisset and Court Liaison Nurses employed by a Local Health District shall be paid a special environmental allowance as set out in item 11A of Table 2 of Part B. Such allowance shall be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates), and shall be adjusted from time to time in accordance with any general wage movements in this Award. Part time and Casual employees shall be paid this allowance on a pro rata basis.
- (iv) All nurses employed by the Justice Health Service shall be paid a productivity allowance as set out in item 11B of Table 2 of Part B. Such allowance shall be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates), and shall be adjusted from time to time in accordance with any general wage movements in this award. Part time and Casual employees shall be paid this allowance on a pro rata basis.

Air Ambulance Service

- (v) In addition to the weekly rate of pay prescribed by Clause 9, Salaries, Flight Nurses shall receive the sum in Item 19 of Table 2 of Part B as an industry allowance. This allowance shall not form part of the normal wages in respect of overtime, shift penalties or penalties for weekends and public holidays. This allowance shall not be payable on annual leave, long service leave or sick leave.
- (vi) Reserve Duty Allowance - A Flight Nurse required to stand by at a country centre outside normal rostered hours shall be paid one-third of the normal hourly rate while so doing and while not engaged in actual duties.
- (vii) Unscheduled Stopovers - A Flight Nurse required to remain away from home overnight shall be provided with accommodation and full board of a reasonable standard which will be paid for by the Ambulance Service.
- (viii) Each five hours during a tour of duty only, a meal allowance, as set out in subclause (ix) below shall be paid unless a meal is provided.
- (ix) The allowance per meal shall be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Department of Premier and Cabinet Circular C2010-28 Review of Meal, Travelling and Other Allowances (as amended or replaced).

Team Leader

- (x) Payment of the Team Leader allowance provided for in the Health Professionals and Medical Salaries Award ceased to apply for employees covered by this Award from 1 July 2008, except that nurses in receipt of such an allowance immediately prior to 1 July 2008 whose salary is in advance of the applicable rate under the NSW Health Service Health Professionals (State) Award continue to receive that allowance while occupying their existing role.
- (xi) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of health professionals in a community-based service whose annual salary is lower than the relevant salary set out in the NSW Health Service Health Professionals (State) Award for the Team Leader role shall for all purposes be paid the difference between their salary and the applicable salary set out in the NSW Health Service Health Professionals (State) Award for the relevant Team Leader classification as follows:
 - (a) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of up to five other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 3, Year 2.

- (b) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than five and less than 10 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 4, Year 2.
- (c) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than 10 and less than 20 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 5, Year 2.

18. Telephone Allowance

If an employee is required by his or her employer to have a telephone installed at his or her residence for the purposes of his or her employment, the employer shall be responsible for the payment of -

- (a) the cost of installation of the telephone
- (b) three quarters of the cost of the rental of that telephone
- (c) the cost of all official calls.

19. Deliberately Left Blank

20. Mobility, Excess Fares and Travelling

For the purpose of this clause accustomed place of work shall mean the location where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
 - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
 - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours, shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
 - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
 - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by their own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed by Item 6 of Table 1 of the Treasury Circular Industrial Relations NSW TC 16/10 Review of Meal, Travelling and Other Allowances (as amended or replaced).
- (iii)
 - (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the relevant union(s) prior to notice of changed accustomed

place of work being given. An employer shall only make such a determination where it is reasonable in all the circumstances to do so.

- (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this sub-clause, "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
 - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
 - (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Ministry of Health, which will discuss the matter with the appropriate union(s) and will determine the date upon which notice will be given to employee(s).
- (iv)
- (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
 - (b) If a reliever incurs fares in excess of the amount as set in Item 12 of Table 2 - Other Rates and Allowances per day in travelling to and from the relief site, the excess shall be reimbursed.
 - (c) Where a reliever, with the prior approval of the employer, travels by their own mode of conveyance and incurs travelling costs in excess of the amount as set in Item 12 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed by Item 6 of Table 1 of the Treasury Circular Industrial Relations NSW TC 16/10 Review of Meal, Travelling and Other Allowances (as amended or replaced).
- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.
- (vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

21. Car Allowance

An employee who, with the approval of the Chief Executive Officer or their nominee, uses on official business a motor vehicle maintained primarily for other than official business, shall be paid an allowance based on the rates prescribed by Item 6 of Table 1 of the Treasury Circular Industrial Relations NSW TC 16/10 Review of Meal, Travelling and Other Allowances (as amended or replaced).

22. Provision of Communication Device

An employee who is required to visit clients away from a secure working environment shall, during the performance of such duties, be provided with a suitable and effective communication device. The provision of this equipment is intended to improve service delivery, together with enhancing the safety and wellbeing of the employee.

23. Uniform and Laundry Allowances

- (i) Subject to subclause (ii) of this clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the

corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.

- (ii) An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- (iii)
 - (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum as set out in Item 13 of Table 2 of Part B per week, which includes a sum as set in the said Item 13 per week for shoes. Provided, however, that if a uniform includes a cardigan or jacket an additional amount as set in the said Item 13 per week shall also be paid.
 - (b) The allowances prescribed in this subclause continue to be payable during any period of paid leave.
- (iv)
 - (a) If, in any public hospital or public health organisation, the uniforms of an employee are not laundered at the expense of the employer, an allowance as set out in Item 14, of Table 2 of Part B per week shall be paid to the said employee. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
 - (b) This allowance is also payable to employees providing direct clinical care and who are not required to wear a uniform.
- (v) Where the employer requires any employee to wear headgear, the employer shall provide headgear free of charge to the employee.
- (vi) Each employee whose duties regularly require them to work out of doors shall be supplied with a suitable waterproof coat, hat and overboots. Sufficient waterproof clothing shall be made available for use by other employees who in the course of their duties are exposed to wet weather.
- (vii) The Ambulance Service shall provide for each employee sufficient suitable and serviceable uniforms, including the following articles of clothing:
 - (a) For female employees:
 - 1 Uniform Jacket
 - 3 Culotte Mid-weight Skirts
 - 2 Winter weight Culotte Skirts
 - 3 Slacks
 - 4 Blouses (2 long sleeve, 2 short sleeve)
 - 1 Pair of Shoes
 - 1 Handbag
 - 1 Cardigan
 - 1 Raincoat
 - 1 Parka
 - (b) For male employees - The equivalent items of clothing of the NSW Ambulance Service officers' uniform shall be provided.

24. Higher Grade Duty

- (i) An employee who is called upon to relieve and does relieve an employee in a higher classification or is called upon to act and does act in a vacant position of a higher classification for a continuous period of at least five working days shall be entitled to receive for the period of such relief or acting, the minimum payment for such higher classification. The employer shall not rotate the performance of higher grade duty so as to avoid payment for performance of the higher grade duty in this manner.

- (ii) Where an employee acts in a vacant management position covered by this Award continuously for more than six months, the employee will be deemed to be appointed to that position until such time as another appointment is made by the employer, or the employer determines that the management position will no longer be occupied. The employer shall have appropriate regard to the sharing of acting arrangements for developmental purposes and equitable treatment of employees, but the employer shall not rotate duties in such a manner as to avoid the intentions of this subclause.

25. Overtime

- (i)
 - (a) Subject to paragraph (b) of this subclause an employer may require an employee to work reasonable overtime.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
 - (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- (ii)
 - (a) Subject to paragraph (b) of this subclause all time worked by employees in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
 - (b) Employees employed pursuant to Part 1 of Clause 29, Part Time, Casual and Temporary Employees, (ie. Permanent Part-Time Employees) shall be entitled to payment for overtime in accordance with the arrangements set out in NSW Health Policy Directive PD2014_039 Nurses and Midwives - Permanent Part-time - Overtime provisions for on call roster, as amended from time to time. Overtime shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (iii) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (iv) In lieu of the conditions specified in subclauses (ii) and (iii) of this clause, a nurse who works overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:
 - (a) Time off in lieu must be taken within three months of it being accrued at ordinary rates.

- (b) Where it is not possible for a nurse to take the time off in lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) Nurses cannot be compelled to take time off in lieu of overtime.
 - (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the employer is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
 - (e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.
- (v) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked. Provided that the benefits of this subclause shall not apply to an employee employed pursuant to Part 1 of clause 29, Part-Time, Casual and Temporary Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
 - (vi) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
 - (vii)
 - (a) The meals referred to in subclause (v) and (vi) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.
 - (b) The allowance per meal shall be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Treasury Circular Industrial Relations NSW TC 16/10 Review of Meal, Travelling and Other Allowances (as amended or replaced)
 - (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall apply.
 - (ix) An employee who works so much overtime:
 - (a) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least ten consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding his or her ordinary commencing time on his or her next day or shift; shall, subject to this subclause, be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having had such ten consecutive hours off duty he or she shall be paid at double rates until released from duty for such period and he or she then shall be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (c) The requirement for an employee to have at least ten consecutive hours off duty before or after overtime shall be reduced to eight hours in the following circumstances:

- (i) Where the employee and local nursing management have agreed to an eight hour break between each rostered shift;
- (ii) Where an employee has exchanged the shift rostered before or after the overtime period with another employee.
- (d) Periods rostered on-call or periods attracting the prescriptions of paragraph (c) of subclause (vii) of clause 12, Special Allowances regarding telephone counselling are to be regarded as forming part of the ten consecutive hours off duty pursuant to paragraphs (a) and (b) of this sub-clause.
- (x) Where an employee has been rostered to work overtime and is subsequently notified by the employer with less than 24 hours notice that the overtime has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, ie. at the employee's base rate of pay.
- (xi) This clause shall not apply to Nurse/Midwife Managers classified at Grade 4 or above, except where all of the following criteria are met:
 - (a) the Nurse/Midwife Manager is employed in a small public hospital that does not employ Nurse/Midwife Managers to supervise the nursing/midwifery services on evenings, nights and/or weekends; and
 - (b) the Nurse/Midwife Manager is required to work overtime due to the public hospital having insufficient nursing/midwifery staff available to be rostered on duty at the relevant time; and
 - (c) the Nurse/Midwife Manager is required to work overtime in order to personally provide "hands on" clinical care of patients.

26. Escort Duty

- (i) Periods during which an employee, other than a Director of Nursing, is engaged in nursing duties, viz., in attendance on a patient, shall be paid as working time under this award. Where applicable, overtime shall be payable.
- (ii) All reasonable out of pocket expenses shall be reimbursed.
- (iii) Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation or waiting for transport.
- (iv) In respect of non-rostered time not spent in nursing duties:
 - (a) Periods in hotel/motel accommodation or waiting time for transport shall not be counted as working time;
 - (b) Periods in travelling shall count as working time.

27. Payment and Particulars of Salaries

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and or shift penalties is worked, but for no longer. Provided further that any proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by the employer, must be the subject of consultation with the Head Office of the Association.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions but in such cases the employer shall

take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.

- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with clause 45, Termination of Employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment. Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.
- (iv) On each payday an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars; employee's name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.
- (v) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.
 - (a) Underpayment:
 - (i) If the amount paid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
 - (ii) If the amount is less than one day's gross base pay it will be rectified by no later than the next normal pay. However if the employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the employer to rectify the underpayment within three working days.
 - (b) Overpayment
 - (i) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
 - (ii) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
 - (iii) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
 - (iv) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
 - (v) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b) (iii) above, the Ministry shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.
 - (vi) Subject to the provisions of paragraphs (ii) and (iii) above, where the circumstances make it appropriate the Chief Executive of the Public Health Organisation or delegate may exercise discretion in regard to recovery of overpayments.

28. Registration Pending

An employee who has met the requirements and applied for registration as a Registered Nurse or Enrolled Nurse shall, upon registration by the Board be paid as from the date of application for registration the salary to which she or he would have been entitled if registered as a Registered Nurse or Enrolled Nurse.

29. Part-Time, Casual and Temporary Employees

PART I - PERMANENT PART-TIME EMPLOYEES

- (i) A permanent part-time employee is one who is permanently appointed by a public hospital or public health organisation to work a specified number of hours which are less than those prescribed for a full-time employee. Provided that employers must not utilise this provision in a manner which has the effect of subverting the intentions of the 38-hour week arrangements whereby full-time employees work on no more than 19 days in each 28 day roster cycle.
- (ii) The number of persons employed under Part 1 of this clause shall be limited so that the proportion of a public hospital's permanent part-time nursing workforce, expressed in full-time equivalents, shall not exceed 33 1/3 per cent of the public hospital's total nursing workforce, expressed in full-time equivalents. Provided that where the consent of the Association is first obtained, the figure of 33 1/3 per cent permanent part-time employees may be exceeded. Should the Association not consent to a higher percentage of permanent part-time employees at a public hospital, resort may be had to the dispute settling procedures provided for in clause 48, Disputes. The parties agree that they will take account of the Government's flexible work practices policy.
- (iii) Subject to subclause (iv) of this clause employees engaged under Part 1 of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 8, Salaries, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 19, Uniform and Laundry Allowances, but shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education.
- (iv) Four weeks annual leave on ordinary pay is to be granted on completion of each twelve months service, The provisions of subclauses (v) to (xi) of clause 30, Annual Leave, and clause 31, Annual Leave Loading, shall apply to employees engaged under Part 1 of this clause. The remaining provisions of clause 30 shall not apply.
- (v) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates. For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee shall be entitled to observe the public holiday without loss of pay, ie. the employee's roster must not be changed to avoid payment of the public holiday.
- (vi) To the leave prescribed by subclause (iv) of this Part there shall be added one working day for each public holiday or one-half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.
- (vii) For the purpose of this Part of this clause the following are to be public holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.

- (viii) In addition to those public holidays prescribed in subclause (vii) of this Part, there shall be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date which is determined by the public hospital or public health organisation following consultation with the Association. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (ix) In this Part, ordinary pay, for the purposes of sick leave and annual leave, shall be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.
- (x) Employees engaged under this Part shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (xi) Where a permanent part-time employee has been rostered to work any additional shift and is subsequently notified by the employer with less than 24 hours notice that the shift has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, ie. at the employee's base rate of pay.
- (xii) A part time employee may elect to increase their contracted hours to reflect the average of the actual hours worked per fortnight in the preceding 12 month period (except in circumstances where the part time engagement has been specifically for the purpose of temporarily backfilling a position where the substantive occupant has been on extended leave). The employer will not unreasonably withhold agreement to this request.
- (xiii) A part time employee may elect to convert to full time status. The employer will not unreasonably withhold such agreement to this request.

PART II - CASUAL EMPLOYEES

A. General Provisions

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 9, Salaries, plus 10 per centum thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 19, Uniform and Laundry Allowances.
- (iii) With respect to a casual employee the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling, Clause 55, Learning and Development Leave and sub-clause (vii) of clause 38, Accommodation and Board, shall not apply.

Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education.
- (iv) For the entitlement to payment in respect of annual leave, see Annual Holidays Act, 1944.
- (v) A casual employee who is required to and does work on a public holiday as defined in sub-clauses (iii) and (iv) of clause 30, Annual Leave, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee shall not be entitled to be paid in addition the allowance of 10 per centum prescribed in subclause (ii) of Part II in respect of such work.

- (vi) Where a casual employee has been notified by an employer of a time to commence an engagement and that engagement is subsequently cancelled by the employer with less than two hours notice the casual employee must be paid a minimum payment of two hours calculated at the rate which would have applied had the cancellation not occurred.
- (vii) A casual employee must not be required to work more than 12 consecutive hours unless the casual employee consents to do so.

B. Casual Conversion

- (i) The objective of this subclause B, Casual Conversion, is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees. These provisions arise from the Secure Employment Test Case 2006.
- (ii) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (iii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iv) Any casual employee who has a right to elect under paragraph (ii), upon receiving notice under paragraph (iii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (v) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (vi) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vii) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (iv), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (iv), discuss and agree upon:
 - (a) whether the employee will convert to full-time or part-time employment; and
 - (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW).

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (viii) Following an agreement being reached pursuant to paragraph (vii), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (ix) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

PART III - TEMPORARY EMPLOYEES

- (i) A temporary employee is one engaged for a set period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine operational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.
- (ii) A temporary employee shall be paid in addition to all rates and allowances to which the said employee is entitled under this award, an allowance equal to 10 per centum of the rates prescribed for his or her classification by clause 8, Salaries, of this award, provided that this subclause shall cease to apply upon:
 - (a) the said period of engagement being extended after the said period of 13 weeks;
 - (b) the employer and the employee agreeing during the said period of 13 weeks, that the employee shall be employed on a permanent part-time or full-time basis.
- (iii) For entitlement to payment in respect of annual leave, see Annual Holidays Act, 1944.

PART IV - SAVINGS PROVISIONS

- (i) Employees engaged as part-time employees as at 30 June 1986 shall be entitled to exercise the option of receiving the benefits of employment specified in Part 1 of this clause or in lieu thereof the following:
- (ii) Such part-time employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 9, Salaries, plus 10 per centum thereof with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowance prescribed by clause 23, Uniform and Laundry Allowances.
- (iii) With respect to such part-time employees, the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling and subclause (vii) of clause 38, Accommodation and Board, of this award shall not apply. Further, part-time employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Director of Nursing and Area Managers, Nurse Education.
- (iv) For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.
- (iii) Such part-time employee who is required to and does work on a public holiday as defined in subclause (iii) and (iv) of clause 30, Annual Leave, shall be paid for the time actually worked at the rate of double time and one half such payment being in lieu of weekend or shift allowances which would otherwise be

payable had the day not been a public holiday; Provided that a part-time employee shall not be entitled to be paid in addition the allowance of 10 per cent prescribed in subclause (ii) of this Part in respect of such work.

- (iv) The provisions of subclauses (i) and (ii) of clause 33, Long Service Leave of this award shall not apply to such part-time employees who shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.

30. Annual Leave

- (i) Annual leave on full pay is to be granted on completion of each twelve months' service as follows:
 - (a) Employees required to work on a seven day basis - six weeks annual leave.
 - (b) All other employees - four weeks annual leave.
- (ii)
 - (a) An employee to whom paragraph (a) of subclause (i) applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
 - (b) To leave prescribed by paragraph (a) of subclause (i) there shall be added one working day or one half working day for each public holiday or half public holiday (not being one of the 10 specifically named public holidays prescribed by subclause (iii) of this clause, or a substituted day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.
 - (c) A public holiday occurring on an ordinary working day shall be allowed to employees covered by paragraph (b) of subclause (i) on full pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of the time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.
 - (d) Where a public holiday falls on a rostered day off of a shift worker as defined in clause 3, Definitions, and who receives four weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker shall be paid one day's pay in addition to the weekly rate or if the employee so elects shall have one day added to the period of annual leave.
 - (e) To the leave prescribed by paragraph (b) of subclause (i) there shall be added one working day for each public holiday or one half working day of each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a shift worker referred to in paragraph (d) of this subclause the provisions of this paragraph shall apply to any public holiday falling during the period of annual leave.
- (iii) For the purpose of this subclause the following are to be public holidays viz., New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.

- (iv) In addition to those public holidays prescribed in subclause (iii) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by the employer following consultation with the Association, or other suitable day as agreed between the employer and the Association. Such public holiday shall be regarded for all purposes of this clause as any other public holiday. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (v) An employee shall be eligible for annual leave when 12 months have elapsed since the date on which the first annual leave would have begun if taken immediately it had become due, or if the employee has not previously had annual leave, since the commencement of employment.
- (vi) Annual leave shall be given and taken either in one consecutive period or two periods, or if the employer and employee so agree, in either two, three, or four separate periods but not otherwise. Provided that up to five single days per year may be taken at times convenient to both the employer and the employee.
- (vii)
 - (a) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed, by mutual agreement between the parties for a further period not exceeding six months.
 - (b) Nothing in this subclause shall prevent an employer by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued but where leave is taken in such a case a further period of annual leave will not commence to accrue until the expiration of the 12 months in respect of which annual leave was taken before it accrued.
 - (c) The employer shall give each employee, where practicable, three months notice of the date upon which he or she shall enter upon leave and in any event, such notice shall not be less than 28 days.
- (viii)
 - (a) Each employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which he or she is entitled under this award.
 - (b) For the purpose of this subclause "ordinary rate of salary" means the award salary without any deduction for accommodation and/or board, provided that the employer is entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, of this award, if the employee, having been requested by the employer to leave his or her room completely vacant during the period of annual leave, fails to do so.
 - (c) An employee to whom paragraph (a) of subclause (i) applies shall be paid during the first 28 consecutive days whilst on annual leave his or her ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave. Additional annual leave accrued under subclause (xi) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave.

Provided that, the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) and subclause (iv) of this clause.
- (ix) Except as provided in subclause (x) and (xi) of this clause payment for annual leave shall not be made or accepted in lieu of annual leave.
- (x) Where the employment of an employee is terminated, the employee shall be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one twelfth (6/46ths in respect of employees rostered to work on a seven day basis) of his or her ordinary

pay for that period of employment together with payment for any days added to annual leave in accordance with subclause (ii) of this clause and in calculating such payment no deduction is to be made for accommodation or board. Provided that this subclause shall not apply to an employee who elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2014_029 Leave Matters for the NSW Health Service, as amended from time to time.

(xi)

- (a) In addition to the leave prescribed by subclause (i) employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during qualifying period of employment for annual leave purposes	Additional Annual Leave
4 to 10	1 day
11 to 17	2 days
18 to 24	3 days
25 to 31	4 days
32 or more	5 days

- (b) An employee entitled to additional annual leave under subclauses 30 (i) (a), 30 (xi) (a) or 17 (ii) can elect at any time to be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking the additional leave, provided also that salary for the period of additional leave paid out will be calculated as if the period of leave paid was actually taken.
- (c) On termination of employment, employees are to be paid for untaken annual leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken leave due in accordance with subclause (x). Provided that this subclause shall not apply to an employee who elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2014_029 Leave Matters for the NSW Health Service, as amended from time to time.

31. Annual Leave Loading

Employees shall be paid an annual leave loading in accordance with NSW Health Policy Directive PD2014_029 Leave Matters for the NSW Health Service, as amended from time to time.

32. Family and Community Services Leave and Personal/Carers' Leave

- (i) Family and Community Services ('FACS') Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) FACS Leave and Personal/Carer's Leave are available to all part time and full time employees covered by this Award in accordance with Parts A, B and D of this clause.
- (iii) FACS Leave and Personal/Carer's Leave are available to all casual employees covered by this Award in accordance with Part C of this clause.

A. FACS Leave

- (iv) FACS leave - general

- (a) For the purpose of this clause relating to FACS Leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

- (b) The appropriate Chief Executive or authorised delegate may grant FACS Leave to an employee:
 - (1) to provide care and/or support for sick members of the employee's relatives or household; or
 - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
 - (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
 - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (v) FACS Leave replaces Compassionate Leave.

- (vi) An employee is not to be granted FACS Leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.

Applications for FACS Leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

The use of FACS leave to attend court pursuant to clause 11, Leave for Matters arising from Family Violence of this Award, shall be governed by the provisions of clause 11

- (vii) FACS leave - entitlement

- (a) The maximum amount of FACS Leave on full pay that may be granted to an employee is:

3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or

1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS Leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

- (b) For the purposes of calculating entitlement, a working day for employees working an average of 38 hours per week in each roster cycle shall be deemed to consist of 8 hours. The rate at which FACS Leave is paid out and utilised shall be on actual hours absent from the rostered shift.
- (c) FACS Leave is available to part-time employees on a pro rata basis.

(viii) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (iv)(a) of this clause.

(ix) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities, or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

B Personal/Carer's Leave

(x) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

(xi) Use of sick leave to care for the person concerned - entitlement

- (a) The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care and support of the person concerned; and the person concerned being as defined in subclause (x) of this clause.
- (b) An employee covered by the provisions of this clause with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous three years may also

be accessed by an employee with responsibilities in relation to a person who needs their care and support.

- (d) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
 - (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
 - (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
 - (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
 - (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.
- (xii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.
- (b) an employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due;
- (c) long service leave; or
- (d) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (x) above.

C Casual Employee Entitlements

(xiii) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (iv)(a) of this clause.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

- (xiv) Personal carers entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in subclauses (xi)(e)-(h) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (x) of this clause who is sick and requires care and support, or who require care due to an unexpected emergency or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

D Flexible Work Practice Alternatives to Using FACS or Personal/Carer's Leave

- (xv) Time off in lieu of payment of overtime to care for the person concerned
 - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election, to care for the person concerned, as defined in sub-clause (x) above.
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (xv)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (d) Where no election is made in accordance with paragraph (xv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 25, Overtime.
- (xvi) Use of make-up time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clauses 4, 5 and 7 of this Award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate under clause 15 of this Award to the hours taken off.

33. Long Service Leave

- (i)
 - (a) Each employee shall be entitled to two months long service leave on full pay after ten years service; thereafter additional long service leave shall accrue on the basis of five months long service leave on full pay for each ten years service.

Employees with at least seven years service are entitled, proportionate to their length of service, to a period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years service are terminated by the employer or by the employee, he or she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years service.

- (ii) For the purposes of subclause (i) of this clause-

- (a) "Service" shall mean service:

- (1) as a full time and/or permanent part time employee in one or more hospitals, public health organisations, Local Health Districts or former NSW Area Health Services.

and

- (2) as a full time and/or permanent part time employee with any "government sector agency" (as defined by Schedule 2 of the Government Sector Employment Regulation 2014, as amended from time to time, hereafter referred to as "the GSER") or any "Commonwealth or interstate agency" (as defined by Schedule 2 of the GSER as amended from time to time). In these instances, such service must meet the relevant provisions of transfer prescribed in the GSER for such service.

- (b) Service shall not include-

- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period of leave without pay not exceeding six months taken after the 12 March 1975;
- (2) any period of part-time service arising from service under Part IV, Savings Provisions, of clause 29, Part-time Casual and Temporary Employees, except as provided for in subclause (x).

- (iii) An employee with an entitlement to long service leave, may elect to access their entitlement:

- (a) on full pay, or

- (b) on half pay, or

- (c) on double pay.

- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:

- (a) for each period of long service leave taken on full pay - the number of days so taken,

- (b) for each period of long service leave taken on half pay - half the number of days so taken,

- (c) for each period of long service leave taken on double pay - twice the number of days so taken. This election is made on the basis that superannuation contributions for an employee who is a member of the State Authorities Superannuation Scheme or the State Superannuation Scheme will only be made for the period of the long service leave actually taken, i.e. contributions will be made at the single time rate.

It is emphasised that the accessing of long service leave on the basis of either (a), (b) or (c) above is made by the employee's voluntary election.

- (v) When an employee elects to access their long service leave entitlement, other leave entitlements will accrue as follows:
 - (a) for each period of long service leave taken on full pay - all other leave entitlements accrue at the employee's ordinary rate.
 - (b) for each period of long service leave taken on double pay - all other leave entitlements accrue at the employee's ordinary rate.
 - (c) for each period of long service leave taken on half pay - annual leave entitlements accrue at half the employee's ordinary rate while all other leave entitlements accrue at the employee's ordinary rate.
 - (d) This subclause shall apply to new periods of Long Service Leave taken after 23 February 2011.
- (vi) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (vii) Long service leave shall be taken at a time mutually arranged between the employer and employee.
- (viii) When a licensed private hospital becomes a public hospital and an employee of the private hospital thereupon is employed by the public hospital such employee, for the purpose of calculating service for long service leave shall be deemed to have served in the industry of nursing for a period equal to 75 per cent of the actual continuous service with the employer in the private hospital immediately prior to the hospital becoming a public hospital.
- (ix) Full pay shall mean the award salary without any deduction for accommodation and/or board; provided that an employer shall be entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, if the employee having been requested by the employer to leave his or her room completely vacant during the period of long service leave, fails to do so.
- (x)
 - (a) On the termination of employment of an employee otherwise than by his or her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination, unless the employee elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2014_029 Leave Matters for the NSW Health Service, as amended from time to time.
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years of service and less than ten years service, dies, the partner of such employee or if there is no such partner the child/children of such employee (or guardian such as the case may be) or the legal personal representative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services been terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death. For the purposes of this sub-clause, the term 'partner' means a spouse or a de facto partner (including a same sex de facto partner); and 'child/children' means a child or an adult child (including adopted child, step child, foster child or ex nuptial child)
- (xi) An employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 38 hours, provided that the part-time service merges without break with the subsequent full-time or permanent part-time service.

- (xii) All employees employed under Part I - Permanent Part-Time Employees of Clause 29, Part-Time, Casual and Temporary Employees of this Award, will have such service counted for accrual of long service leave entitlement after 30 June, 1986. Such service shall include the average of all hours worked (excluding overtime) in each year of service or part thereof and include paid leave taken; in any year or part thereof in which leave without pay is taken, the period of leave without pay shall not be included for the purposes of the averaging calculation.

This calculation shall be carried out for each year of service on the employee's anniversary date of employment, and an appropriate entry made into the employees records.

However, in recognition that data on the number of hours worked (excluding overtime) may not exist for all the periods of service after 30 June 1986, if there is a lack of data the employer is to calculate the long service leave entitlement as follows:

- (a) In the first instance, Health Services should utilise all existing records to determine the average of all hours worked (excluding overtime) and including paid leave taken for each year of service;
- (b) If the data to determine the number of hours worked (excluding overtime) is not available prior to the employee's 2000/2001 anniversary date, Health Services are to calculate the long service leave entitlement on the basis of the average of all hours worked (excluding overtime) in each year of service, and including paid leave taken since the employee's 2000/2001 anniversary date.

The resultant average of hours worked per week from application of (a) or (b) above will then be applied over the employee's total period of employment after 30 June, 1986 for which data does not exist to form the basis for calculating payment for the long service leave to be taken by the employee for this period. In this situation the employer shall consult with the employee regarding the lack of data prior to making a final decision that the data does not exist. In any event, for the purpose of this calculation the resultant average of all hours worked is to be no less than the employee's contracted hours for each year of service.

Entitlement and calculation for any period of employment prior to 30 June 1986 shall be determined according to subclause (xi) of this clause.

- (xiii) Except as provided for in subclause (xiv) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at 12 March 1975, may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after 12 March 1975. Where an employee has been granted long service leave or has been paid its monetary value prior to 12 March, 1975, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.

- (xiv) The following provisions apply only to employees employed in a hospital as at 12 March 1975:

- (a) An employee who -
- (i) has had service in a hospital, to which clause 14, Climatic and Isolation Allowances, applies, prior to 12 March 1975, or
- (ii) is employed in a hospital, to which clause 14, Climatic and Isolation Allowances, applies as at 12 March 1975:

shall be granted long service leave in accordance with the long service leave provisions in force prior to 12 March, 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

- (b) An employee employed -
- (i) on a part time basis as at 12 March 1975, may be allowed long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the

provisions of the *Long Service Leave Act 1955*, as provided for in subclause (x) of this clause;

- (ii) on a full time basis as at 12 March 1975 but who has had prior part time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
- (xv) Employees employed under Part II - Casual Employees, Part III - Temporary Employees and Part IV - Savings Provisions of Clause 29, Part Time, Casual, and temporary Employees are entitled to accrue long service leave under the provisions of the *Long Service Leave Act 1955*, as amended, subject to meeting the provisions of that Act.

34. Maternity, Adoption and Parental Leave

- (i) All eligible employees covered by this Award are entitled to the provisions of this clause other than part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award (known as "old part time"), and casual employees.
- (ii) Part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award (known as "old part time") and casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the *Industrial Relations Act NSW, 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.

- (a) An employer must not fail to re-engage a regular casual employee (see section 53 (2) of the Act) because:

the employee or employee's spouse is pregnant; or

the employee is or has been immediately absent on parental leave.

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

- (b) Part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award are entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.

- (iii) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

A Maternity Leave

- (i) Eligibility for Paid Maternity Leave -

To be eligible for paid maternity leave a full time or permanent part time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to work again the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless;

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with; or

- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

(ii) Portability of Service for Paid Maternity Leave -

Portability of service for paid maternity leave involves the recognition of service in government sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a government sector department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector service as defined in the Government Sector Employment Act will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(iii) Entitlement to Paid Maternity Leave -

- (a) An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the expected date of birth it is subject to the employee being able to perform satisfactorily the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

(iv) Unpaid Maternity Leave

- (a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

- (b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.
- (c) Full time and permanent part time employees may also apply for additional unpaid maternity leave as provided for in subclause (i)(b) of Part D Right to Request of this clause.

(v) Applications -

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(vi) Variation after Commencement of Leave -

After commencing maternity leave, an employee may vary the period of her maternity leave, once without the consent of her employer and otherwise with the consent of her employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vii) Staffing Provisions -

In accordance with obligations established by the Section 69 of the *Industrial Relations Act 1996*, any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(viii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(ix) Illness Associated with Pregnancy -

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(x) Transfer to a More Suitable Position -

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from section 70 of the Industrial Relations Act 1996. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(xi) Miscarriages -

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xii) Stillbirth -

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xiii) Effect of Premature Birth on Payment of Maternity Leave -

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position -

In accordance with the obligations set out in section 66 of the Industrial Relations Act, 1996 an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.

(xv) Further Pregnancy While on Maternity Leave -

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty for less than full time hours as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty for less than full time hours under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

B Adoption Leave

(i) Eligibility -

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless;

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act 1987*.

(ii) Entitlement -

(a) Paid Adoption Leave -

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:-

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(b) Unpaid Adoption Leave -

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iii) Applications -

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(iv) Variation after Commencement of Leave -

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(v) Portability of Service for Paid Adoption Leave -

As per maternity leave conditions.

(vi) Staffing Provisions -

As per maternity leave conditions.

(vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

(viii) Right to return to previous position -

As per maternity leave conditions.

C Parental Leave -

(i) Eligibility

To be eligible for parental leave a full time or permanent part time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless:

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child are entitled to a period of leave not exceeding 52 weeks which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave); and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one weeks' paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employee's ordinary rate of pay for a period not exceeding one week on full pay; or

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

(vii) Right to return to Previous Position

As per maternity leave conditions.

D Right to Request

(i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:

- (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
- (b) to extend the period of unpaid maternity, adoption or extended parental leave taken for a further continuous period of leave not exceeding 12 months;
- (c) to return to duty for less than the full time hours they previously worked by taking weekly leave without pay.

to assist the employee in reconciling work and parental responsibilities.

(ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(iii) The employee's request and the employer's decision made under (i)(b) and (c) must be recorded in writing.

(iv) Where an employee wishes to make a request under subclause (i)(c):

- (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
- (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given.
- (c) all requests are to be considered having regard to the terms of NSW Health Policy Directive No. 2014-029 Leave Matters for NSW Health Service, as amended from time to time.
- (d) Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie. for long service leave the period of service is to be converted to the full time equivalent, and credited accordingly.
- (e) It should be noted that employees who return from maternity, adoption or parental leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

E Communication During Leave

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

F Commonwealth Paid Parental Leave (CPPL)

- (i) From 1 January 2011 the CPPL scheme may be available to eligible employees.
- (ii) The CPPL is independent of other leave entitlements and is in addition to paid parental leave entitlements.

35. Military Leave

Employees shall be granted military leave in accordance with NSW Health Policy Directive No. PD2014_029 Leave Matters for the NSW Health Service, as amended from time to time.

36. Repatriation Leave

Ex-servicemen/women shall be granted repatriation leave in accordance with NSW Health Policy Directive PD2014_029 Leave Matters for the NSW Health Service, as amended from time to time.

37. Sick Leave

- (i) Subject to the following limitation and conditions an employee shall be entitled to sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken:
 - (a) An employee shall not be entitled to sick leave until after three months continuous service.
 - (b) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers compensation and full pay.

The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

- (c) All periods of sickness shall be certified to by the Medical Superintendent or Director of Nursing of the employer or by the employee's own legally qualified medical practitioner or dentist. The employer may dispense with the requirement of a medical certificate where the absence does not exceed 2 consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.
 - (d) Each employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and as far as possible state the nature of the injury or illness and the estimated duration of the absence.
 - (e) Where an employee is absent on sick leave for a total of 10 working days in any one year of service and has no sick leave entitlement carried over from previous years, that employee will continue to be paid for an additional 4 hours even though no sick leave credit might exist. Such additional payment will not affect the subsequent year's sick leave entitlement, ie. it is "special sick leave", not "sick leave in advance" (see NSW Health Policy Directive No. PD2014_029 Leave Matters for the NSW Health Service, as amended from time to time).
- (ii) The employer shall not change the rostered hours of an employee fixed by the roster or rosters applicable to the fourteen days immediately following the commencement of sick leave merely by reason of the fact that she or he is on sick leave.
 - (iii) For the purpose of this clause "Service" means service in the industry of nursing.
 - (iv) For the purpose of this clause continuity of service in the industry of nursing shall not be broken by:
 - (a) absences from such industry on account of illness;
 - (b) periods of absences from such industry immediately following termination of employment, in respect of which employment a pro rata payment has been made for annual leave or long service leave, but not exceeding the period the employee would have been required to work to earn as salary an amount equal to such pro rata payment;
 - (c) absence from such industry for the purpose of pursuing a post-graduate course in nursing (ie a course which results in obtaining a certificate, diploma or qualification) whether in Australia or elsewhere; and where the course is pursued outside Australia an employee shall be deemed to be absent for the purpose of pursuing the course throughout the time reasonably occupied travelling to the place of study and return to Australia, the actual duration of the course, a period of three months after completion of the course and before returning to Australia and a period of one month after returning to Australia;
 - (d) any reasonable absence from the industry occasioned by an employee transferring from one employer to another in such industry but not exceeding 28 days on any one occasion;
 - (e) periods of employment nursing in hospitals in New South Wales other than the hospitals covered by this Award and in the Canberra Community Hospital and Woden Valley Hospital; provided that this period of absence shall not be counted as service for the purpose of calculating sick leave.
 - (v) Part Time Employees : a part time employee shall be entitled to sick leave in the same proportion of the seventy six hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours. Such entitlements shall be subject to all the above conditions applying to full time employees. Provided that only part time service on and from the beginning of the first pay period to commence on or after 1 January 1970, shall count for the purpose of this subclause.

- (vi) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave (extended leave) shall be recredited where an illness of at least one week's duration occurs during the period of annual or long service leave: Provided that the period of leave does not occur prior to retirement, resignation or termination of services, and provided further that the employer is satisfied on the circumstances and the nature of the incapacity.
- (vii) In addition to the sick leave prescribed in subclause (1) of this Clause, Flight Nurses shall be entitled to an additional 38 hours sick leave in any period of 12 months. Any unused additional sick leave shall not accumulate from year to year.

38. Accommodation and Board

- (i) The employer shall where practicable provide for the use of employees who live in:
 - (a) Directors of Nursing: In a public hospital of which the registered number of beds is 9 or more, private quarters which shall comprise a bedroom, sitting room, bathroom, and toilet with appropriate furniture and fittings including a washing machine, refrigerator and stove or stovette and facilities for preparing light refreshments; provided that where the normal nursing staff does not exceed 7, it shall not be necessary to provide for the Director of Nursing a separate bathroom and toilet facilities, a washing machine, refrigerator and a stove or stovette.
 - (b) Employees other than Directors of Nursing:
 - (1) Dining facilities suitable to the reasonable needs of the nursing staff.
 - (2) A lounge room suitable to the reasonable needs of the staff.
 - (3) A study for student nurses; provided that this provision shall apply only to public hospitals which are registered training schools.
 - (4) At least one plunge bath (with shower) for each 12 (or fraction thereof) employees and in addition at least one separate shower cubicle for each 12 (or fraction thereof) employees.
 - (5) At least one lavatory (if in a bathroom adequately partitioned off from the bathing facilities) for each 8 (or fraction thereof) employees.
 - (6) A kitchen or kitchenette equipped with reasonable facilities for storing and preparing light refreshments and with normal kitchen utensils, stove or stovette, refrigerator, china, crockery and cutlery.
 - (7) Suitable facilities including a washing machine for the laundering and drying of personal clothing.
 - (8) A separate bedroom of such dimensions as to provide a floor area of not less than 100 square feet and which contains suitable floor coverings and a bedside lamp and fittings and shall be furnished with a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
 - (9) Where it is necessary for 2 or more employees to sleep in a bedroom 750 cubic feet of space shall be provided for each employee. Such bedroom shall contain suitable floor coverings and for each employee the employer shall provide a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
 - (10) In respect of subparagraphs (2), (4), (5), and (6) of this paragraph separate provision shall be made for trained and untrained staff; provided that as to subparagraphs (2), (4) and (5) of this paragraph this provision shall not apply in a public hospital in which the normal number of nursing staff is less than 12.

- (11) Adequate heating suitable to the reasonable needs of the staff present shall be provided in the lounge room during the winter time.
- (ii) The employer shall provide such domestic staff as is necessary to maintain the accommodation in a proper condition at all times.
- (iii) The following deductions from salary shall be made by an employer for accommodation:
 - (a) Directors of Nursing and employees occupying separate bedroom accommodation of a reasonable standard: an amount as set in Item 15 of Table 2 of Part B per week.
 - (b) Directors of Nursing provided with a self contained flat attached to the public hospital's nurses home; an amount as set in the said Item 15 per week.
- (iv) An employer shall provide for employees who live in, full board of 21 meals per week and the meals shall consist of an adequate quantity of wholesome well-cooked and well-prepared food-stuffs including green vegetables and fruit in season and in addition the employer shall provide tea, coffee, milk and sugar for morning and afternoon tea and supper and early morning tea for employees on night or early morning duty. An employer who complies with the foregoing provisions of this subclause may make a deduction as set out in Item 16 of table 2 of Part B per week.
- (v)
 - (a) The employer shall provide for the use of employees who live out:
 - (1) a suitable change room and adequate washing and toilet facilities; provided that the washing and toilet facilities need not be distinct from those provided for employees who live in and this provision shall not apply to a public hospital the registered number of beds of which is less than 9;
 - (2) a full-length locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;
 - (b) An employer shall provide for an employee who lives out, tea, coffee, milk and sugar for morning and afternoon tea, supper and early morning tea when the employee is on duty at times appropriate for the partaking thereof and shall provide also for such an employee who requires them, meals of the standard specified in subclause (iv) of this clause, which fall during the duty period and for such meals so provided may make a charge, provided that the charge for breakfast and other meals shall be as set in Item 17 of Table 2 of Part B.
 - (vi) The charges referred to in subclauses (iii), (iv) and (v) to be adjusted in accordance with any general movement in wage rates in this award. The Director-General of Health may apply for additional adjustments from time to time based on the differences between such wage increases and the actual cost of providing these services. Provided that an employer may waive all or part of these charges at its discretion as an incentive to recruitment of nurses.
 - (vii) Where an employee partakes of a meal from a cafeteria service provided by a public hospital or public health organisation, he or she shall be required to pay the charge fixed for such meal in lieu of the meal charges prescribed in subclauses (iv) or (v) of this clause.

39. Grading Committee

A Committee consisting of two representatives of the employer and two representatives of the Association shall be constituted to consider and make recommendations to the employer in relation to:

- (a) any request or proposal to establish or alter the grading of positions of Nursing Unit Manager;

- (b) the date of effect of any grading recommended.

Provided that:

- (i) an employee shall, whilst the grading or remuneration of his or her position is under consideration, be ineligible to be a member of the Committee;
- (i) the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (iii) where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

40. Grading of Nurse/Midwife Manager Positions

- (i) All positions of Nurse/Midwife Manager, as defined in Clause 3, Definitions of this award shall be graded by the employer in accordance with the Work Level Statements set out in Schedule 1 to this award.
- (ii) The employer may determine a higher grading including a multi-grade, eg. Grade 4-5, Grade 6-7, etc., than provided for under the Work Level Statements where the requirements of the position involve a higher level of complexity and/or an extended role to that generally comprehended by the otherwise applicable Work Level Statement.
- (iii) Progression to the second salary point in each grade will occur after 12 months satisfactory service in that grade. Provided that accelerated progression within the 12 month period, or on commencement of employment, may occur where the employer is satisfied that such progression is warranted in an individual case.
- (iv) If dissatisfied with the grade as determined in any individual case, the Association may discuss the matter with the local Health Service management and, if still dissatisfied, may apply for a review of the grading by the Ministry of Health and the Association at a central level.
- (v) No employee is to suffer a reduction in salary as a result of the implementation of the new structure. Where an employee would ordinarily be classified at a grade which carries a salary less than his or her current salary he or she shall retain his or her current salary, including all future increases thereto, on a strictly personal basis, while ever he or she remains in the current position.
- (vi) Employees seeking appointment to positions of Nurse Manager are generally expected to possess the core knowledge and skills appropriate to the respective grades as set out in Schedule 1 to this award.

41. Deputy Directors of Nursing, Assistant Directors of Nursing

- (i) The following appointments shall be made in public hospitals with adjusted daily averages of occupied beds as specified hereunder:
 - Less than 150 beds - a Deputy Director of Nursing
 - 150 beds and over - a Deputy Director of Nursing, Assistant Directors of Nursing.
- (ii) Appointments under subclause (i) of this clause shall be made within two calendar months of the date this award becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two calendar months, the registered nurse employed as such or in a higher classification who has customarily relieved in the vacant position, or if no one has so customarily relieved, the registered nurse employed in the same or the next senior classification below the vacant position with the longest service in such classification at the public hospital, shall be deemed to be appointed until such time as another appointment is made by the employer.

- (iii) This clause shall not apply to a hospital using members, novices or aspirants of religious orders where a member of an order carries out the duties under this clause of an Assistant Director of Nursing or Deputy Director of Nursing.

42. Proportion

Except in cases of emergency not more than four enrolled nurses and/or assistants in nursing to each registered nurse shall be employed in a public hospital and for this purpose a Director of Nursing shall count.

43. Medical Examination of Nurses

See NSW Health Policy Directives No PD2014-029 Leave Matters for NSW Health Service and PD2015-026 Recruitment and Selection of Staff to the NSW Health Service as amended from time to time.

44. Domestic Work

Except as hereinafter provided, nurses shall not be required to perform, as a matter of routine, the following duties: viz.; washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandahs or any duties which are generally performed by classifications other than nursing staff, but this provision shall not preclude the employment of nurses on any such duties in an isolation block or where the performance of those duties involves disinfection.

45. Termination of Employment

- (i) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated only by fourteen days notice or by payment of fourteen days salary in lieu thereof in the case of an employee other than a Director of Nursing, and by twenty-eight days notice or by the payment of twenty-eight days salary in lieu thereof in the case of a Director of Nursing.
- (ii) No employee shall, without the consent of the employer, resign without having given fourteen days notice (or in the case of a Director of Nursing, twenty eight days notice) of intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances shall the employee forfeit more than fourteen days pay at the rate prescribed for his or her classification by clause 8, Salaries.
- (iii) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, shall be paid for such accrued time at ordinary rate of pay upon termination.
- (iv) Upon the termination of the services of an employee, the employer shall furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.

46. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

47. Right of Entry

See Chapter 5, Part 7 of the *Industrial Relations Act* 1996.

48. Disputes

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (ii) Where a dispute arises in any public hospital or public health organisation, regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association on behalf of the nurse(s) if the nurse(s) so request(s)) and the immediate supervisor of that nurse(s).
- (iii) If the matter is not resolved within a reasonable time it must be referred by the nurse(s)' immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the nurse(s) to the Association's Head Office. Discussions at this level must take place and be concluded within 2 working days of referral or such extended period as may be agreed.
- (iv) If the matter remains unresolved, the Association must then confer with the appropriate level of management (ie. at Public Hospital/Local Health District or Public Health organisation/Ministry level, depending on the nature and extent of the matter). Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If these procedures are exhausted without the matter being resolved, or if any of the time limits set out in those procedures are not met, either the Association or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act* 1996 (NSW) to the Industrial Relations Commission for its assistance in resolving the issue.
- (vi) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
 - (a) immediately before the issue arose; or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (viii) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (ix) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

49. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object of section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES-

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

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

50. Exemption

This award shall not apply to -

- (i) members, novices or aspirants of religious orders in public hospitals;
- (ii) the Sydney Dental Hospital provided that nurses employed thereat are paid not less than the appropriate salaries prescribed by this award.

51. Salary Packaging

- (i) By agreement with their employer, employees may elect to package a part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in NSW Policy Directive PD2016_009 Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (iv) below.

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to appropriate PAYG taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly worker's compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by

reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.

- (c) "Salary" for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 9, Salaries, and which shall include "approved employment benefits" which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefits tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass on this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the packaged benefits, are deducted from the pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to the prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

52. Deduction of Union Membership Fees

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employees' pay shall be forwarded regularly to the union together with all the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

"Regularly" shall be defined as monthly except where the practice and protocol of an employer at the time of this variation (March 2002) was fortnightly.

- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make fresh authorisation in order for such deductions to continue.

53. Staffing Arrangements

- (i) Reasonable workloads are required for nurses to assist in providing a sustainable health system for the people of NSW that not only meets present health needs but also plans for the health needs of the future.
- (ii) The employer has a responsibility to provide reasonable workloads for nurses.
- (iii) Principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) Reasonable workloads will be based on the application of the staffing arrangements detailed in this clause. The arrangements may be the reasonable workload principles alone or, in addition, the provisions set out in Sections II - IX, of subclause (iv) in relation to the services, wards and units to which they apply.
- (b) Workload assessment will take into account measured demand by way of clinical assessment, including acuity, skill mix, specialisation where relevant, and geographical and other local requirements/resources.
- (c) The work performed by the employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle.
- (d) The work will be consistent with the duties within the employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse.
- (e) The workload expected of an employee will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated.
- (f) An employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature.
- (g) An employee shall not be required to work an unreasonable amount of overtime.
- (h) An employee's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.
- (i) Existing minimum staffing levels to ensure safe systems of work and patient safety shall continue to apply.
- (j) Nothing in this clause prevents a higher level of staffing from being provided when, and where, this is necessary for clinical or other reasons.

(iv) Staffing and Specialties

The Association and the Ministry agree that the staffing arrangements in this clause and their application may be reviewed and amended from time to time by agreement and that the Award may be varied by consent to reflect any such agreement.

SECTION I: REPLACEMENT OF ABSENCES

- (a) When an unplanned absence occurs (e.g. due to unexpected sick leave) the NUM (or delegate) will immediately review the roster to determine the effect of the absence on workload.
- (b) Where the NUM (or delegate) determines to backfill the absence, the default position is to fill the absence with a nurse of the same classification as the absent nurse.
- (c) If all avenues to backfill the absence with a nurse at the same classification are exhausted and the only remaining option is to backfill the absence with a nurse of a lower classification, the NUM (or delegate) must consider how the functions performed in the ward/unit can be safely and appropriately performed by a nurse of another nursing classification.
- (d) In some circumstances it may be possible to backfill with a nurse of a lower classification. Where it is determined to backfill with a nurse of a lower classification, a record of this, together with the reasons, must be made.

SECTION II: NURSING HOURS WARDS AND UNITS

- (a) Nursing hours wards and units comprise general inpatient wards, dedicated palliative care wards/units, dedicated rehabilitation wards/units and inpatient adult acute mental health wards/units.
- (b) General inpatient wards do not include:
 - 1. All Types of Critical Care Units:
 - Intensive Care Units
 - High Dependency Units
 - Coronary Care Units
 - Burns Units
 - Neo-natal Intensive Care Units
 - 2. Day Only Wards
 - 3. Day of Surgery Wards
 - 4. Procedural Units (Haemodialysis, Endoscopy, Cardiac Catheter, etc)
 - 5. Paediatrics
 - 6. Drug & Alcohol
 - 7. All Midwifery Services:
 - Antenatal
 - Post Natal, Nurseries
 - Delivery & Birthing Suites

8. 23 Hour Wards
 9. Fast track wards
 10. Transition Wards (slow stream)
 11. Medical Assessment Units
 12. Medical/Surgical Acute Care Units (MACU & SACU)
 13. Wards/Units attached to Emergency Departments:
 - Psychiatric Emergency Care Centres (PECC)
 - Observation wards
 - Emergency Medical Units (EMUs)
- (c) The Association and the Ministry have agreed that staffing will be determined by the Nursing Hours Per Patient Day ('NHPPD') specified below, provided over a week, to determine the number of nurses required to provide direct clinical care. The number of nursing hours per patient day may also be expressed as an equivalent ratio.
- (d) 6.0 NHPPD will apply to general inpatient wards in Peer Group A facilities, being Principal Referral Hospitals, accounted for over the period of a week
- (e) 5.5 NHPPD will apply to general inpatient wards in Peer Group B facilities, being Major Metropolitan and Major Non - Metropolitan Hospitals, accounted for over the period of a week
- (f) 5.0 NHPPD will apply to general inpatient wards in Peer Group C facilities, being District Group Hospitals, accounted for over the period of a week.
- (g) 6.0 NHPPD will apply to dedicated palliative care wards, accounted for over the period of a week.
- (h) 5.0 NHPPD will apply to dedicated general rehabilitation wards and units, and 6.0 NHPPD will apply to dedicated rehabilitation specialist brain and spinal injury units, accounted for over the period of a week. For these wards and units only, NHPPD includes the hours usually worked by nursing and other categories of staff, however titled, agreed with the Association.
- (i) 6.0 NHPPD will apply to inpatient adult acute mental health wards in general hospitals which are not specialist mental health facilities, accounted for over the period of a week.
- (j) 5.5 NHPPD will apply to inpatient adult acute mental health wards in specialised mental health facilities, accounted for over the period of a week.
- (k) The specified staffing set out above shall be implemented progressively in accordance with a timetable agreed between the Ministry and the Association, with full effect from 1 July 2013.
- (l) At the time the new staffing levels referred to in Section II subclauses d) to j) above are introduced on a ward or unit for the first time, staffing levels in wards and units with higher than the specified staffing will either continue to apply or be reviewed. A reduction in staffing will not occur without a review taking place. If there is disagreement between the Employer and Association about the outcome of the review the provisions of subclause (vii) Grievances in relation to workload will apply.
- (m) The number of nursing hours per patient day may also be expressed as an equivalent ratio which provides the same nursing hours over a week. For example:

1. a NHPPD of 6.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:4/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.
2. a NHPPD of 5.5 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.
3. a NHPPD of 5.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:5/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.

Example Table 1

NHPPD:	6	which delivers the following nursing hours:	Average Hours Per Day:	156
Number of Patients:	26		Hours Per Week:	1092

	MORNING			AFTERNOON			NIGHT		
	Number of Staff	#Equivalent Ratio	*In Charge with no allocated patients	Number of Staff	#Equivalent Ratio	*In Charge with no allocated patients	Number of Staff	#Equivalent Ratio	Total Hours
Shift Length in hours	8		8	8		8	10		
Monday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Tuesday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Wednesday	6.5	1: 4	0	6	1: 4.3	1	4	1: 6.5	148
Thursday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Friday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Saturday	6	1: 4.3	1	6	1: 4.3	1	4	1: 6.5	152
Sunday	6	1: 4.3	1	6	1: 4.3	1	4	1: 6.5	152
							Hours Per Week:		1092

Notes: #Equivalent Ratio is indicative of the ratio that could be created by this roster pattern. * In this example the NUM has distributed the hours on some shifts to include a nurse in charge who does not have an allocated patient workload.

Example Table 2

NHPPD:	6	which delivers the following nursing hours:	Average Hours Per Day:	156
Number of Patients:	26		Hours Per Week:	1092

	MORNING			AFTERNOON			NIGHT		
	Number of Staff	#Equivalent Ratio	*In Charge with no allocated patients	Number of Staff	#Equivalent Ratio	*In Charge with no allocated patients	Number of Staff	#Equivalent Ratio	Total Hours
Shift Length in hours	8		8	8		8	10		
Monday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Tuesday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Wednesday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Thursday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Friday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Saturday	8	1: 3.3	0	8	1: 3.3	0	4	1: 6.5	168

Sunday	8	1: 3.3	0	7.5	1: 3.5	0	4	1: 6.5	164
							Hours Per Week:		1092

Notes: # Equivalent Ratio is indicative of the ratio that could be created by this roster pattern. * In this example the NUM has distributed the hours differently across the days and has decided to allocate a patient workload to the nurse in charge of shift.

- (n) Only nurses providing direct clinical care are included in the NHPPD. This does not include positions such as Nursing Unit Managers, Nurse Managers, Clinical Nurse Educators, Clinical Nurse Consultants, dedicated administrative support staff and wardspersons.
- (o) In implementing Nursing Hours in Nursing Hours Wards the daily bed census data averaged over a specified preceding period of up to 52 weeks (in whole weeks) will be used to determine the 'number of patients'. In determining the specified period due regard should be given to reduced activity periods, seasonality and other local factors. Where seasonality is a significant factor, the specified period can be the equivalent period in the preceding year.
- (p) The NUM will distribute the hours/shifts across the day and week in a rostering pattern with due regard to the workload pattern of their ward, provided the applicable NHPPD is achieved over the week.
- (q) The NUM may distribute the NHPPD to include a nurse in charge who does not also have an allocated patient workload, provided the applicable NHPPD are achieved over the week
- (r) When, on a shift, the NUM considers that patient care needs cannot be sufficiently met from the nurses immediately available and the NUM (or nurse delegated with responsibility for patient care within the ward/unit) considers additional nursing hours should be provided in order to meet clinical needs, the NUM will inform the appropriate Nurse Manager who, together with the NUM, will consider a solution including, but not limited to, the following options:
 1. deployment of nurses from other wards/units;
 2. additional hours for part time staff;
 3. engagement of casual/agency nursing staff;
 4. overtime;
 5. prioritisation of nursing activities on the ward/unit;
 6. reallocation of patients.

When these options have been exhausted and only with approval from the Director of Nursing and Midwifery and the concurrence of the General Manager, the decision may be made to limit admissions when discharges occur from the ward/unit. This decision is to be made as soon as practicable after commencement of the shift.

- (s) Spot Check
 1. In wards and units where the agreed staffing method is NHPPD, information will be available to staff which identifies the NHPPD.
 2. At any time a nurse working on the ward/unit or a member of the local Reasonable Workload Committee may make a written request to the NUM for a spot check to confirm that the NHPPD are being provided.
 3. The relevant Reasonable Workload Committee must be informed of the commencement of the spot check.
 4. Within 7 days of receipt of such a request the NUM will ensure that each week for a 4 week period the NHPPD provided are posted within 7 days of the conclusion of the relevant period.

5. If, at any time during the spot check or at its conclusion, it is established that the provided NHPPD falls short of the specified NHPPD then action must immediately commence to rectify the shortfall.
 6. Where the four week spot check confirms that the specified NHPPD are being provided then the process is concluded.
 7. The outcome of the spot check will be made available to the Reasonable Workload Committee.
- (t) The calculation used to spot check the provision of NHPPD in Nursing Hours Wards
1. To determine the 'number of patients' add the number of patients as recorded for each day in the bed census in the week to be calculated, then divide that total by 7 (the number of days in the week). For example:

$$(24 + 25 + 25 + 25 + 23 + 22 + 24) \div 7 = 24 \text{ (Number of patients)}$$
 2. Then take the applicable NHPPD figure (eg 6.0) and multiply it by 7 (for 7 days in the week), then multiply by the number of patients, as identified above eg 24.
 3. In this example, $6 \times 7 \times 24 = 1,008$ nursing hours or 6 NHPPD. 1,008 is therefore the nursing hours that were required for the ward that week. The figure is then compared to the nursing hours that were actually provided.
 4. Assume in this example that 974 nursing hours were actually provided. The required NHPPD falls short as 5.8 NHPPD has been provided instead of 6 NHPPD. In this example, the NUM would immediately commence action to rectify the shortfall in accordance with point 5 of (s) Spot Checks in this Section.
 5. The spot check would require the completion of this calculation for four consecutive weeks.
- (u) Annual Leave relief
1. The annual leave 'relief' factored into the calculation of the total required FTE reflects the annual leave entitlements under this Award for the employees, arising from their actual shift patterns. However, this figure may be adjusted at ward level for planned periods of low activity or annual ward closures that mean less leave relief is required.
 2. If circumstances arise whereby the planned periods of low activity or annual ward closures do not take place, the required FTE should be calculated again in light of those altered circumstances and staff deployment.

(v) Relief for Sick Leave, FACS Leave & Mandatory Education

To account for sick leave, FACS leave and mandatory education, a figure of two weeks (equating to 76 hours based on a 38 hour week) per annum should be factored into the FTE required for the ward. This figure is subject to joint review by the Association and the Ministry, on request by either party.

SECTION III: STAFFING ARRANGEMENTS FOR PEER GROUP D & F3 MPS

- (a) The following provisions will apply to hospitals designated Peer Group D1 Community Acute Hospitals with community inpatient acute beds and a level 2 or above emergency department function; and to F3 Multi-Purposes Services facilities with community inpatient acute beds and a level 2 or above emergency department function:
- (1) During the hours that the Emergency Department is open there will be a minimum of two registered nurses on duty, to ensure that there is a registered nurse available on the acute ward when a registered nurse is required to attend the Emergency Department. One of these registered

nurses may be a NUM/NM who also performs clinical functions on the shift who is on duty and on site.

- (b) The parties recognise that where implementation of the provisions at (a) (1) above requires a change in the classification mix this will be achieved progressively from the date of this Award and is determined by the rate of staff turnover experienced in those facilities where the provisions apply.

SECTION IV: PERIOPERATIVE SERVICES

- (a) ACORN 2008 standards will be implemented in Operating Rooms including that during each operating session, the minimum staffing for each operating room will be:
 - 1. two nurses, one of whom must be a Registered Nurse and one of whom may be a suitably qualified and endorsed Enrolled Nurse, to carry out the roles of scrub/instrument nurse and scout nurse; and
 - 2. one Anaesthetic nurse or one other trained and qualified anaesthetic category of staff.

SECTION V: MATERNITY SERVICES

- (a) The Association and the Ministry have agreed that the Birthrate Plus methodology, as adapted for use in New South Wales, will be used to calculate staffing in maternity services and will be progressively implemented according to a timetable agreed between the Ministry and the Association.

SECTION VI: INPATIENT MENTAL HEALTH STAFFING ARRANGEMENTS

- (a) The Association and the Ministry have agreed that the following provisions will apply in all inpatient mental health units (with the exception of inpatient adult acute mental health wards at Section II from the date of implementation of nursing hours in these wards/units) and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues.
- (b) For the purpose of this subclause inpatient mental health units include but are not limited to:
 - 1. Forensic Units;
 - 2. Child & Adolescent Units;
 - 3. Older Adult;
 - 4. Psychiatric Emergency Care Centres (PECC);
 - 5. Rehabilitation;
 - 6. Extended Care Units.
- (c) When determining the nursing productive FTE the following should be considered:
 - 1. The previous 12 months activity should be used as a guide unless the unit has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or length of stay;
 - 2. Staff assessment will be based on comparisons to the FTE utilised in the individual unit in the previous year, using the monitoring reports, in conjunction with professional judgement and information on known workload issues;

3. Categories:
 - The number of inpatients requiring 1 staff or more to 1 patient;
 - The number of inpatients requiring close observation;
 - The number of inpatients assessed requiring sighting at regular intervals;
 - The number of inpatients nearer to going home.
 4. Level & frequency of aggressive behaviour displayed by patients and based on clinical risk assessment;
 5. Level of suicidal behaviour displayed by patients (see Mental Health Outcomes and Assessment Tools (MH-OAT) risk level);
 6. Level of vulnerability / potential of exploitation from others (such as sexual safety, financial exploitation);
 7. Age of patient and co-morbidities;
 8. Patients with a dual diagnosis;
 9. Type of facility and unit (eg Closed/Open Units);
 10. Design of unit;
 11. Number of beds available;
 12. Local factors referred to at subclause 53 (iii) (b) may include but are not limited to:
 - (i) The available level of support staff (eg ward clerks, medical officers, patient support officers, allied health staff);
 - (ii) Teaching and research activities;
 - (iii) Provision of nurse escorts;
 - (iv) Ward geography; and
 - (v) Data entry/documentation including MH-OAT.
- (d) When determining the nursing non-productive FTE required:
1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
 2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
 3. Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally funding for this replacement is managed at a central cost centre for a facility or service (this must be determined prior to finalising established FTE).
 4. Assess impact on staff for workers' compensation / return to work programs on the FTE required.

- (e) General
 - 1. Nursing/Midwifery Unit Managers, Clinical Nurse/Midwife Educators, Clinical Nurse/Midwife Consultants and Nurse/Midwife Practitioners do not carry a direct clinical load.
 - 2. Consideration should be given to the evolution of future clinical roles in nursing.
 - 3. Consideration should be given to the additional responsibilities related to other activities such as the Magistrates Hearing and the Mental Health Review Tribunal and associated escorts.
 - 4. Consideration should be given to the impact of future legislative requirements on workloads where reasonably known.

SECTION VII: COMMUNITY AND COMMUNITY MENTAL HEALTH STAFFING ARRANGEMENTS

- (a) The Association and the Ministry agree that the following staffing arrangements are to apply in all Community Health Services (including services such as child and family health, community mental health and drug health) and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues in accordance with the principles specified in subclause (iii) Principles.
- (b) The current agreed average 'face-to-face' ratio in the Community Health Service (CHS) shall be used as the starting point for consideration of staffing levels where indications are that staffing numbers are insufficient to manage the workload.
- (c) Funded / budgeted FTE must include no less than four weeks (20 days) of annual leave relief per productive FTE. Where staff are required to work shift work or weekends then no less than six weeks (30 days) should be included. Managers are responsible for scheduling annual leave equitably throughout the year to manage leave liabilities and to prevent unreasonable increased workload for remaining employees arising from the taking of leave.
- (d) Funded / budgeted FTE must include no less than two weeks (10 days) of sick/FACs leave relief and mandatory education relief per productive FTE. Cost centres with child and family services must include an additional day to accommodate mandatory education leave for child protection.

Funded FTE available for relief of sick/FACS/mandatory education is to be utilised as required when this leave is taken rather than used for permanent employment.

- (e) Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally, funding for this replacement is managed at a central cost centre for a facility or service.
- (f) Assess impact on staff for workers' compensation / return to work programs on the FTE required.
- (g) Existing appointed positions, eg. CNCs and managers, must be maintained in their current role, and except in the case of emergencies, shall not be routinely used to cover nursing shortages in the general workload areas.

To ensure this occurs, each appointed position should have a position description that defines the scope and requirements of their primary role.

Leave relief for these positions is required in the funded FTE.

- (h) Induction programs including preceptorship should be in place to adequately supervise new staff. These programs would include a reasonable number of "supernumerary" hours followed by appropriate allocation of patients according to the complexity of need and the new staff's level of training. The ability to consult senior staff by phone should be ensured, particularly during induction.

Funded FTE should incorporate a reasonable number of additional hours for this purpose based on historical turnover rates.

- (i) Community Health Services must have the ability to maintain a "pool" of casual staff to manage unplanned leave and vacancies or a sudden and unanticipated increase in workload.
- (j) Reasonable deployment within individual Community Health Services to address uneven workload distribution should occur as a day-to-day management strategy. However this should not be seen as a method of covering unfilled vacancies or ongoing sick leave.

Long term demographic trends may result in adjustment of boundaries to enable existing staffing to better accommodate the needs of the community while still maintaining composition of their team.

- (k) Appropriate hours for case management should be included in the Funded FTE to maintain a safe and holistic level of care for patients. This principle is inherent in the needs for patients in the community.
- (l) Appropriate time for travel in the context of the local geography and traffic conditions must be factored into hours required for clinical workload.
- (m) In accordance with occupational health and safety principles, hazards must be eliminated or controlled, appropriate loading facilities must be provided, to enable restocking of clinical supplies and equipment.
- (n) Nursing hours utilised in carrying out non clinically related activities eg. servicing of vehicles should be monitored, quantified and incorporated into the FTE required for a given service.
- (o) This list indicates minimum requirements only.

SECTION VIII: EMERGENCY DEPARTMENT STAFFING ARRANGEMENTS

- (a) The Association and the Ministry have agreed that the following staffing arrangements are to apply in Emergency Departments and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues in accordance with the Principles specified in subclause (iii).
- (b) When determining the nursing productive FTE required:
 - 1. The previous 12 months activity should be used unless the ED has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or Length of Stay.
 - 2. Staff assessment will be based on comparisons to the FTE Utilised in the individual ED in the previous year in conjunction with professional judgement, incorporating anecdotal information on known workload issues.
 - 3. Consideration needs to be given to local factors affecting workload. This may have the potential to increase the required FTE over and above that indicated by activity.
- (c) When determining the nursing non-productive FTE required:
 - 1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
 - 2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
 - 3. Replacement for long service leave and paid maternity leave should not be considered part of the required FTE. Traditionally funding for this replacement is managed at a central cost centre for a facility or service.

4. Assess the impact on staff for workers' compensation / return to work programs on FTE required.

(d) General

1. All Level 5 and 6 Emergency Departments to have a dedicated shift coordinator on all shifts in addition to the FTE required for clinical activity. The requirement for additional FTE for the Shift Coordinator in Levels 1 to 4 Emergency Departments is at the discretion of the facility after due consideration of the historical and anticipated activity for each shift of the week
2. There is to be an identified triage nurse on every shift.
3. Provision must be made for the coverage of community retrievals and participation in the facility Cardiac Arrest Team, if this an ED responsibility.
4. Where an Emergency Department has a dedicated Psychiatric Emergency Care Centre (PECC), mental health specialist nurses must staff it. The FTE required for appropriate coverage of the PEC Unit is in addition to the requirement for the main sections of the Emergency Department.
5. The facility must have a contingency plan to backfill nurses in the event that they are called out as part of a disaster team.
6. This list indicates minimum requirements only.

(e) Provision of designated nurses for the resuscitation area.

The provision of designated nurses for the resuscitation area in Emergency Departments will be as follows:

To provide the staffing levels set out in the table below the required additional nurses will be employed in accordance with a timetable agreed between the Ministry and the Association, with full effect from 1 July 2013.

Description	Provision
Adult/mixed Emergency Departments with a role delineation of Level 6 and Urgency Disposition Groups ('UDG') of 45,000 or more	Three designated resuscitation nurses on two shifts and two designated resuscitation nurses on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 6 and UDG of less than 45,000	Two designated resuscitation nurses on two shifts and one designated resuscitation nurse on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 3, 4 or 5 and UDG of more than 45,000	Two designated resuscitation nurses on two shifts and one designated resuscitation nurse on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 4 or 5 and UDG of more than 25,000 and less than 45,000.	One designated resuscitation nurse on each of three shifts per day

'UDG' stands for urgency disposition groups which is a methodology applied by the NSW Ministry of Health that weights Emergency Department attendances for the triage category mix and patient disposition e.g. hospital admission.

SECTION IX: HOSPITAL LISTINGS

(a) The Ministry will publish on its website the following lists, updated annually:

1. As per clause 53, Section II (a), a list of Hospitals by Peer Group;
2. As per clause 53, Section III (a), a list of Hospitals by Emergency Department role delineation;

3. As per clause 53, Section VIII (d), a list of hospitals which outlines both the Emergency Department role delineation and Urgency Disposition Groups (UDG) attendances.

(v) Role of Reasonable Workload Committees

- (a) Reasonable Workload Committees shall be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to management. Aspects of reasonable workload may include, but need not be limited to, nursing workloads generally, the provision of specialist advice, training, and planning for bed or ward closures or openings as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses. Reasonable Workload Committees are a mechanism to provide for informed discussions at the local level and encourage the resolution where possible of any workload disputes at this level in the first instance.
- (b) The committees by their operation shall not alter the rights and obligations of management to decide nursing workload matters.
- (c) Public hospitals, mental health facilities and multi purpose sites shall monitor the implementation of reasonable workloads for nurses using the agreed Monitoring System in all inpatient wards/units.

Monthly and annual reports generated by the Monitoring System shall be provided to the Reasonable Workload Committee to ensure the committees have the information they need to assess workload issues.

In areas where the NSW Ministry of Health and the Association have agreed that the Monitoring System cannot apply, relevant available data pertaining to workloads will be collected and collated for the use of Reasonable Workload Committees.

- (d) It is intended that the Reasonable Workload Committees provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters through an appropriate mechanism; contribute to the decision making process; and have the ability to resolve disputes about workloads, should they arise, through the committee process and provisions in this Award.

(vi) Structure of Reasonable Workload Committees

- (a) Upon request by the Association, nurse(s) employed in a public hospital, or public health organisation or the employer, a Reasonable Workload Committee shall be established for the relevant public hospital or public health organisation. Such requests shall be made to the Chief Executive Officer of the public health organisation. Where circumstances warrant and are conducive to the efficient delivery of services, a Reasonable Workload Committee may be established by agreement between the Association and the employer that covers more than one public hospital or public health organisation.
- (b) Upon request by the Association or an employer a reasonable workload committee shall also be established for the relevant Local Health District or Statutory Health Corporation.
- (c) Each Reasonable Workload Committee shall comprise equal representation of employees and the employer. Employee representation shall be determined by the Association. Employer representation shall be determined by the employer as appropriate. Committee size will be determined by agreement between the Association and the employer. Every endeavour shall be made to minimise the size of the committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.
- (d) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.

- (e) The committee members and the parties they represent shall make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort shall also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses' rosters. The committee members and the parties they represent shall make every endeavour to ensure that any additional time and information imposts arising from the operations of the committee are minimised.
 - (f) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time shall be deemed to be time on duty and remunerated accordingly. Wherever possible, this time shall occur during the ordinary hours of work.
- (vii) Grievances in relation to workload
- (a) Notwithstanding the provisions specified in sub-clauses (ii) to (iii) of Clause 48 - Disputes in this Award, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.
 - (b) A grievance in relation to such matter shall first be raised at the local ward/unit level with the Nursing/Midwifery Unit Manager responsible (or the appropriate manager).
 - (c) If the matter remains unresolved, it should be referred to the appropriate Nurse/Midwife Manager, Director of Nursing or Local Health District Director of Nursing, depending on the nursing executive structure of the public hospital or public health organisation in which the grievance has arisen.
 - (d) If the matter remains unresolved, it should be referred to the appropriate public hospital/public health organisation reasonable workload committee for consideration and recommendation to management. If the matter cannot be resolved by this committee, the issue may be referred to a Local Health District or Statutory Health Corporation committee under subclause (v) (b).
 - (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of Clause 48 - Disputes in this Award.

54. Trade Union Activities

A. Trade Union Activities regarded as On-Duty

An Association delegate will be released from the performance of normal duty when required to undertake any of the activities specified at (i) to (viii) below.

While undertaking such activities on a normal rostered day on duty, the Association delegate will be regarded as being on duty and will not be required to apply for leave. The delegate will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

In circumstances where an Association delegate is not rostered for duty or is on an allocated/additional day off and is not required by the employer to undertake these activities, such time will not be counted as time worked.

- (i) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee representatives at a place of work as provided for in the *Work Health and Safety Act 2011*;
- (ii) Attendance at meetings with workplace management or workplace management representatives;

- (iii) A reasonable period of preparation time, before:
 - (a) meetings with management;
 - (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (c) any other meeting with management,
 by agreement with management, where operational requirements allow the taking of such time.
- (iv) Giving evidence in court on behalf of the employer;
- (v) Presenting information on the Association and Association activities at induction sessions for new staff. The Association shall have up to one half-hour made available for a presentation in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the union's presentation and associated literature will also be included; and
- (vi) Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

B. Trade Union Leave Activities

The granting of trade union leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:-

- (i) annual or biennial conferences of the Association;
- (ii) meetings of the Association's Executive, or Councils;
- (iii) annual conference of Unions NSW and the Congress of the Australian Council of Trade Unions;
- (iv) attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- (v) attendance at meetings called by the Director-General of Health/Health Service, as the employer for industrial purposes, as and when required;
- (vi) giving evidence before an Industrial Tribunal as a witness for the Association;
- (vii) reasonable travelling time to and from conferences or meetings to which the provisions of Parts A, B and C of this clause apply.

C. Trade Union Training Courses

The following training courses will attract the grant of paid trade union leave as specified below:

- (i) accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which paid trade union leave for such courses will be granted shall be negotiated between the Chief Executive and the Association.
- (ii) courses organised and conducted by the Australian Council of Trade Unions or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:

- (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
- (b) payment being at the base rate, ie. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
- (c) the employer not being responsible for any travelling and associated expenses incurred in attending such courses;
- (d) attendance being confirmed in writing to the employer by the Association or a nominated training provider."

D. On-Loan Arrangements

Subject to the operational requirements of the workplace, "on loan" arrangements will apply to the following activities:

- (i) meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:
 - (a) as an Executive Member; or
 - (b) a member of a Federal Council; or
 - (c) as a member of a vocational or industry committee.
- (ii) briefing counsel on behalf of the Association;
- (iii) assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- (iv) country tours undertaken by a member of the executive or Council of the Association;
- (v) taking up of full time duties with the Association (excluding Elected Office);
- (vi) the following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:
 - (a) the employer will continue to pay the delegate or an authorised Association representative whose services are "on loan" to the Association;
 - (b) the employer will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation;
 - (c) agreement with the Association on the financial arrangements, including agreement on leave matters, must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive of the Health Service and the Association.
- (vii) "On loan" arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave, for incremental progression and for continuity of employment purposes.
- (viii) On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Chief Executive in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- (ix) Where the Chief Executive and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Director-General of Health for determination after consultation with the Chief Executive and the Association."

E. Period of Notice for Trade Union Activities

The Chief Executive or their nominee must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

F. Access to Facilities by Trade Union Delegates

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

- (i) telephone, facsimile and, where available, email facilities;
- (ii) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (iii) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association."

G. Responsibilities of the Trade Union Delegate

Responsibilities of the delegate are to:

- (i) establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- (ii) participate in the workplace consultative processes, as appropriate;
- (iii) follow the dispute settling procedure applicable in the workplace;
- (iv) provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- (v) account for all time spent on authorised Association business;
- (vi) when trade union leave is required, to apply for that leave in advance;
- (vii) distribute Association literature/membership forms, under local arrangements negotiated between the Chief Executive and the Association; and
- (viii) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level."

H. Responsibilities of the Trade Union

Responsibilities of the Association in respect of trade union activities are to:

- (i) provide written advice to the Chief Executive about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (ii) meet travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (iii) of Part I, Responsibilities of Workplace Management;
- (iii) pay promptly any monies owing to the workplace under a negotiated "on loan" arrangement;
- (iv) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;

- (v) apply to the Chief Executive of the health service well in advance of any proposed extension to the "on loan" arrangement;
- (vi) assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- (vii) advise employer of any leave taken by the Association delegate during the on loan arrangement.

I. Responsibilities of Workplace Management

Where time is required for Association activities in accordance with this Award the responsibilities of the workplace management are to:

- (i) release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- (ii) advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
- (iii) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (iv) where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- (v) re-credit any other leave applied for on the day to which trade union leave or release from duty subsequently applies. This does not apply where the delegate is rostered off duty on the day she/he is required to perform Association activities or on an allocated/additional day off duty;
- (vi) to continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- (vii) to verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- (viii) if the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

J. Travelling and other Costs of Trade Union Delegates

- (i) Except as specified in subclause (iii) of Part I, Responsibilities of Workplace Management of this Award, travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- (ii) In respect of meetings called by the workplace management in terms of subclause (iii) of Part I, Responsibilities of Workplace Management of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clause 20 of this Award and relevant Circulars.
- (iii) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the employer, in respect of Association activities covered by paid trade union leave or trade union "on duty" activities provided for in this Award.
- (iv) The "on loan" arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the employer by the Association or the staff member.

55. Learning and Development Leave

(i) Definitions

The following definitions apply in this clause:

"Learning and Development Leave" includes leave granted to undertake tertiary studies at an accredited education institution and includes leave for examinations, or leave granted to attend external activities, such as conferences, seminars and short courses. Employees may also attend lectures, tutorials, conferences or seminars on days they are not rostered for duty, for which no payment is made.

Leave is not required for the following types of employer-supported learning activities that are undertaken by employees on a routine basis, and at which employees are considered to be 'on duty':

- in-house courses or activities
- mandatory training and education.

"Educational institutions" are those accredited to provide undergraduate and/or postgraduate tertiary studies that culminate in a recognised academic and/or professional qualification including a degree, diploma or certificate.

(ii) General

- (a) Learning and development is a shared responsibility between the organisation and the individual. Employees should be prepared to pursue their own development and the organisation should promote an environment that supports individual initiative.
- (b) The Director-General of Health is responsible for setting policy direction to ensure that all employees receive appropriate learning opportunities.
- (c) Chief Executives of Health Services are responsible and accountable for ensuring that employees receive appropriate learning opportunities in line with the present and future needs of the Health Service. Chief Executives are also responsible for allocating an appropriate budget for learning activities, which may include replacement costs for rostered staff who are on leave to attend an approved workshop, conference or tertiary studies.
- (d) Managers and supervisors are responsible and accountable for promoting and supporting learning activities for staff in their area of responsibility. Managers and supervisors are also responsible for arranging replacement staff, when necessary, for employees who may be attending learning activities. Managers and supervisors must advise all employees of the protocol for review procedures relating to non-approval of Learning and Development Leave.
- (e) Nurses wishing to attend a part time postgraduate course of study who are working shiftwork are to be given priority in being released from rostered shifts to attend lectures/tutorials where there are no alternative and feasible attendance options. Replacement of staff should be provided where appropriate. This applies only to further studies that lead to a recognised clinical qualification.
- (f) Employees are responsible for meeting all fees/costs associated with tertiary studies and fees associated with other educational activities unless the Health Service offers scholarships or other forms of financial assistance.

(iii) Eligibility

- (a) Access to Learning and Development Leave is at the discretion of the Health Service. It should be made available to all eligible employees within the Health Service to promote the development of a highly trained, skilled and versatile workforce which is responsive to the requirements of government and Health Service delivery.

- (b) Permanent staff who are full time or part time, and full time temporary employees are eligible to apply for leave. Part time temporary employees and permanent part time employees are granted leave on a pro-rata basis. Casual staff are not eligible for this form of leave.
- (iv) Types and amount of leave
- (a) Seminars, conferences and short courses
 - (1) The approval of leave and/or financial assistance for attendance at seminars, conferences or short courses should be considered in light of the Health Service strategic plan. Employees may be granted Learning and Development Leave, or may be considered on duty depending on the priority for this activity in the light of the Health Service Strategic Plan.
 - (2) The amount of leave is at the discretion of the Health Service. Decisions in relation to financial assistance should be made in the context of the budget and the expected benefits to the Health Service.
 - (b) Tertiary Study
 - (1) When developing local learning and Development Leave policy for tertiary study each Health Service will need to advise employees of local approval arrangements.
 - (2) Leave is not to be approved for failed or repeated subjects.
 - (c) Face to face
 - (1) The amount of leave granted is at the discretion of the Health Service. As a guide, in respect of attendance at an educational institution, employees may be granted 50% of compulsory attendance times up to four hours per week per semester or term.
 - (2) The amount of leave to attend examinations should be based on the specific requirements of the individual course. An employee's request not to be rostered to work night shift on the day prior to a scheduled morning examination should, wherever practicable, be agreed to by the Health Service.
 - (d) Distance Education

An equivalent amount of Learning and Development Leave to that available for face to face study is to be granted to employees undertaking distance education.
 - (e) Accrual of leave

Learning and Development Leave associated with tertiary studies may be accrued up to a maximum of 5 days per semester or term, and may be accrued until the last examination of the semester, or the last attendance day of the semester if there is no final examination.
 - (f) Residentials

The amount of leave to attend a compulsory residential program should be based on the specific requirements of the course and should be negotiated at the time of application for Learning and Development Leave.
 - (g) Thesis/Research or combination Thesis/Research/Coursework

Periods of leave may also be granted to employees undertaking higher degrees by thesis, research, coursework, or a combination of same. The amount of leave will be based on four hours per week for each academic year of study. Rather than being taken on a week to week basis the leave is available over the course of study. For example, if the higher degree takes 1 academic

year and an academic year is 30 weeks the entitlement for leave would be calculated as 30 weeks x four hours = 120 hours available over the year. If the higher degree takes two years the amount would be 240 hours. All hours are available over the length of the course and may be taken in amounts mutually agreeable between the employee and the Health Service.

(v) Payment for Leave

Leave approved pursuant to this clause will be paid at the employee's ordinary rate of salary and excluding penalty rates.

56. Career Break Scheme

- (i) The career break scheme allows employees to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into a trust account in the employee's name each pay period for payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law.
- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.
- (iv) Each public health organisation will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year. The timing of the invitation of applications is to be determined by the public health organisation but in any event will not be later than 30th June 2007 for the initial commencement year.
- (v) Each public health organisation will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees. The public health organisation will not unreasonably refuse any application by an employee to participate in the career break scheme.
- (vi) For members of the State Superannuation Scheme (SSS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.
- (vii) For members of the State Authorities Superannuation Scheme (SASS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.
- (viii) For members of other complying funds (eg First State Superannuation, HESTA, HIP) the public health organisation will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.
- (ix) Employees will continue to pay all personal employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the

superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.

- (x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.
- (xi) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
- (xii) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (xiii) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.
- (xiv) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave.

In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.

- (xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (xvi) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the employer, and will be paid all monies in the trust account.
- (xvii) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
- (xviii) Subject to approval by the public health organisation an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year, employees are not permitted to undertake work in the NSW Health Service in positions covered by the Award. However, this does not prevent work in the NSW Health Service in another position not covered by the Award.
- (xix) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive public health system entity position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.
- (xx) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the employer, to be signed prior to the commencement of the five year period.
- (xxi) A review of the operation of this clause will occur by a date agreed between the parties. That review will be undertaken by the Ministry of Health and the Nurses' Association and will consider any recommendations to vary the Scheme.

57. Occupational Health and Safety for Employees of Contractors and Labour Hire Businesses

- (i) This clause arises from the Secure Employment Test Case 2006. For the purposes of this subclause, the following definitions shall apply:
 - (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Disputes regarding the application of this clause. Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

58. Commitments During Term of This Award

- (i) The Association commits to continuing co-operation with and, where requested, participation in, NSW Health efficiency and productivity improvement initiatives, including those set out below:
 - a) better demand management through Medical Assessment Units, Community Service Packages, and Community Acute/Post Acute Care;
 - b) improved Severe Chronic Disease Management (SCDM);

- c) implementation of Electronic Medical Records, Electronic Medication Management, and Computerised Physician Order Entry;
 - d) enhanced Healthcare Associated Infections (HAI) control;
 - e) improved clinical hand-over procedures;
 - f) reduction in medication errors;
 - g) increased utilisation of Telehealth, enabling rural and remote hospitals to access advice and specialised skills to minimise treatment delays and reduce patient transfers;
 - h) improved Nursing/Midwifery Unit Manager capabilities;
 - i) improved Drug & Alcohol Consultation liaison;
 - j) improved Management of Patient Deterioration;
 - k) management of ambulatory care sensitive conditions;
 - l) implementing the new rostering system, in particular co-operating in learning and applying the new system; and
 - m) continuation of changes to ensure consistency in approach to skill mix and classifications, including use of nurse practitioners, senior clinical nurses, enrolled nurses and assistants in nursing. One of the clinical areas to be reviewed to ensure appropriate skill mix is in operating theatres.
- (ii) The Association commits to continuing co-operation with and, where requested by the Ministry, participation in, the following safety and quality initiatives:
- a) better discharge management planning to facilitate earlier discharges and other improved patient flow strategies;
 - b) trialling and/or implementation of new models of care, such as Urgent Care Centres and the Surgery Futures project, which includes establishment of high volume short stay surgery centres and improved separation of emergency from planned surgery;
 - c) operating theatre redesign to move procedures not needing a full operating theatre environment to procedure rooms and ambulatory care centres;
 - d) implementation of programs to facilitate rapid assessment of patients from residential aged care facilities;
 - e) the Pharmacy Reform program, in particular the review of nursing roles in medication management (including transition to home and general business processes) and implementation of any recommended changes; and
 - f) operationalising Supervision for Safety principles within existing staffing.
- (iii) This commitment to co-operation is without prejudice to any claims the Association may make covering the period from 1 July 2009 with respect to increased productivity, work value or special case factors arising from the provisions described above, or any response by the Ministry to such claims.

59. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Health System Nurses' and Midwives' (State) Award 2015 published 14 August 2015 (377 I.G. 583) and all variations thereof.

- (ii) This Award shall apply to persons engaged in the industry of nursing.
- (iii) Industry of nursing means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 115 of the *Health Services Act 1997* or its successors, assignees or transmittees.
- (iv) This Award was made 28 June 2017. It shall remain in force until 30 June 2018.

SCHEDULE A

Public Health System Nurses' & Midwives' (State) Award 2017

PART B

Monetary Rates

Table 1 Salaries

Description	FFPP 01/07/2017 per week \$
Assistant in Nursing/Midwifery	
1st Year	841.30
2nd Year	868.20
3rd Year	895.50
4th Year and Thereafter	923.10
Enrolled Nurse without medication qualification	
1st Year	1,032.50
2nd Year	1,055.30
3rd Year	1,077.70
4th Year	1,100.60
5th Year and Thereafter	1,123.80
Special Grade >08.12.99	1,158.80
Enrolled Nurse	
1st Year	1,055.30
2nd Year	1,077.70
3rd Year	1,100.60
4th Year	1,123.80
5th Year and Thereafter	1,146.60
Special Grade	1,181.80
Registered Nurse/Midwife	
1st Year	1,170.80
2nd Year	1,234.40
3rd Year	1,298.10
4th Year	1,366.40
5th Year	1,434.30
6th Year	1,501.80
7th Year	1,579.00
8th Year and Thereafter	1,644.00
Clinical Nurse/Midwife Specialist	
Grade 1 - 1st Year and Thereafter	1,710.80
Grade 2 - 1st Year	1,837.80
Grade 2 - 2nd Year and Thereafter	1,898.10

Clinical Nurse/Midwife Consultant	
Appointed prior to 31.12.99	2,103.80
Grade 1 - 1st Year >31.12.99	2,056.50
Grade 1 - 2nd Year >31.12.99	2,098.50
Grade 2 - 1st Year >31.12.99	2,140.10
Grade 2 - 2nd Year >31.12.99	2,182.60
Grade 3 - 1st Year >31.12.99	2,266.40
Grade 3 - 2nd Year >31.12.99	2,308.50
Clinical Nurse/Midwife Educator	
Year 1	1,780.00
Year 2 and Thereafter	1,837.80
Nurse/Midwife Educator	
4th Year as at 1/7/08	2,103.80
Grade 1 - 1st Year	1,999.40
Grade 1 - 2nd Year and Thereafter	2,056.50
Grade 2 - 1st Year	2,140.10
Grade 2 - 2nd Year and Thereafter	2,182.60
Grade 3 - 1st Year	2,266.40
Grade 3 - 2nd Year and Thereafter	2,308.50
Nurse/Midwife Practitioner	
1st Year	2,266.40
2nd Year	2,308.50
3rd Year	2,367.40
4th Year and Thereafter	2,426.70
Nursing/Midwifery Unit Manager	
Level 1	2,062.40
Level 2	2,160.10
Level 3	2,218.30
Nurse/Midwife Manager	
Grade 1 - 1st Year	2,056.50
Grade 1 - 2nd Year and Thereafter	2,098.50
Grade 2 - 1st Year	2,140.10
Grade 2 - 2nd Year and Thereafter	2,182.60
Grade 3 - 1st Year	2,266.40
Grade 3 - 2nd Year and Thereafter	2,308.50
Grade 4 - 1st Year	2,392.40
Grade 4 - 2nd Year and Thereafter	2,434.30
Grade 5 - 1st Year	2,517.80
Grade 5 - 2nd Year and Thereafter	2,560.30
Grade 6 - 1st Year	2,644.30
Grade 6 - 2nd Year and Thereafter	2,686.50
Grade 7 - 1st Year	2,853.80
Grade 7 - 2nd Year and Thereafter	2,896.20
Grade 8 - 1st Year	3,064.10
Grade 8 - 2nd Year and Thereafter	3,105.90
Grade 9 - 1st Year	3,273.60
Grade 9 - 2nd Year and Thereafter	3,315.80
Registered Mothercraft Nurse	
9th Year	1,395.10
The mothercraft classification applies only to persons employed in this classification as at 31 December 1988. Persons employed after that date are classified as Enrolled Nurses. As at 30 June 2015, all existing Registered Mothercraft Nurses were classified as Registered Mothercraft Nurse 9th Year.	
Residential Care Nurses	
1st Year	1,007.40
2nd Year	1,027.40
3rd Year	1,047.70

4th Year	1,071.60
5th Year and Thereafter	1,091.40
Registered Nurse - Pre Registration	
1st Year and Thereafter	1,009.50

Table 2 - Other Rates and Allowances

Item	Clause	Allowance	FFPP 1/07/2017 \$
		In charge of hospital	
1	12(i)(a)	RN in charge of hospital - per shift	33.48
		On Call	
2	12(ii)(a)	On Call Allowance - per hour	3.67
2	12(ii)(a)	On Call Allowance minimum payment	29.26
3	12(ii)(b)	On Call Allowance on RDO - per hour	7.31
3	12(ii)(b)	On Call Allowance on RDO minimum payment	58.52
4	12(ii)(c)	On call during meal break - per break	14.40
		Radiographic	
5	12(iii)(a)	Director of Nursing performing radiographic duties - per week	40.83
6	12(iii)(c)	Employee in absence of DON - per day	8.17
6	12(iii)(c)	Maximum payment - per week	40.83
7	12(iv)	Employee wearing lead apron - per hour	2.03
		In Charge of Ward/Hospital	
8	12(v)(a)&(b)	RN in charge of ward - per shift	33.48
9	12(vi)	RN in charge of ward also in charge of hospital <100 beds - per shift	50.20
9(b)	12 (ix)	RN in charge of ward also in charge of hospital >100 beds - per shift	64.19
		Climatic/Isolation	
10	14(i)	Climatic Allowance - per week	3.78
10	14(ii)	Isolation Allowance - per week	7.42
11	17(i)	Special rate for RN - Tibooburra and Ivanhoe Hospitals - per week	33.33
11	17(i)	Special rate for EN, AIN - Tibooburra and Ivanhoe Hospitals - per week	14.52
		Justice Health	
11a	17(iii)	Justice Health Service Environmental Allowance per annum	2,937
11b	17(iv)	Justice Health Service Productivity Allowance - per week	72.38
		Excess Fares	
12	20(iv)(b)	Excess Fares - per day	5.20
		Uniform and Laundry Allowance	
13	23(iii)(a)	Uniform Allowance - per week	7.49
13	23(iii)(a)	Shoes Allowance - per week	2.32
13	23(iii)(a)	Uniform (including shoes allowance) - per week	9.81
13	23(iii)(a)	Cardigan or Jacket Allowance - per week	2.25
14	23(iv)	Laundry Allowance - per week	6.25
		Accommodation and Board Deductions	
15	38(iii)(a)	Separate bedroom - per week	70.09
15	38(iii)(b)	Self contained flat - per week	85.40
16	38(iv)	Deduction for meals (per week)	151.30
17	38(v)(b)	Breakfast - per meal	5.11
17	38(v)(b)	Other meals - per meal	9.32
		CSSD	
18	12(viii)	EN employed in CSSD unit with CSSD Cert - per week	15.87
		Flight Nurses	
19	17(v)	Industry Allowance, Flight Nurses, Ambulance Service - per week	16.21
		Continuing Education Allowance (CEA)	
20	13(ii)	CEA - Post Registration Hospital Certificate - per week	39.00
21	13(iii)	CEA - Post Graduate Certificate - pw	39.00
22	13(iv)&(x)	CEA - Post Graduate Diploma or Degree - per week	58.50

23	13(v)&(x)	CEA - Masters Degree or Doctorate - per week	70.00
24	13(vii)	CEA - Enrolled Nurse Certificate 4 - per week	28.50
25	13(viii)	CEA - Enrolled Nurse Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) - per week	35.00

SCHEDULE 1: NURSE/MIDWIFE MANAGERS

A registered nurse/midwife who:

Grade 1

- (a) participates in the management of the nursing service as the Deputy Nurse Manager in a small health facility or hospital and is responsible to an on-site Nurse Manager;
- (b) supervises the nursing services in a small health facility or hospital on evenings, nights and/or weekends (where such a position exists as a separate and substantive position).

Grade 2

- (a) supervises the nursing services in a health facility or hospital greater than 100 ADA on evenings, nights and/or weekends;
- (b) participates in the management of the nursing service of a small health facility or hospital as the Deputy Nurse Manager, and is responsible to a nurse manager who has responsibility for the management of two or more hospitals;
- (c) co-ordinates and manages a function, service or section (including a ward and/or unit or community nursing service) within a health facility or hospital.

Grade 3

- (a) co-ordinates and manages a nurse education service of a hospital or group of hospitals or health facility, supervising at least one other nurse educator (provided that the requirement to be responsible for one or more nurse educators shall not apply in the case of an employee who is regarded by his or her employer as a resource person for other nurse educators or who is a sole educator for that nurse education service);
- (b) participates in the management of nursing services as the Deputy Nurse Manager in a medium-sized health facility or hospital (other than a tertiary referral teaching hospital);
- (c) is responsible for the management of nursing services in a small health facility or hospital;
- (d) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital generally not exceeding 10 ADA.
- (e) co-ordinates and manages a complex function, service or section (including a large and/or complex ward and/or unit or community nursing service) within a health facility or hospital.

Grade 4

- (a) participates in the management of nursing services as the Deputy Nurse Manager in a complex hospital (other than a tertiary referral teaching hospital);
- (b) is responsible for the overall management of nursing services across a group of small hospitals or facilities or health services;
- (c) co-ordinates and manages a hospital wide function or service in a tertiary referral teaching hospital.

Grade 5

- (a) is responsible for nursing operations in a major clinical division (for example, surgery or medicine) of a teaching hospital (other than a tertiary referral teaching hospital);
- (b) co-ordinates and manages a complex nurse education function;
- (c) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 10 ADA and generally not exceeding 30 ADA.
- (d) is responsible for management of nursing services in a medium sized health facility or hospital.

Grade 6

- (a) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 30 ADA and generally not exceeding 75 ADA.
- (b) is responsible for the management of nurse education in a Local Health District where the largest hospital in the District is less than 250 ADA;
- (c) participates in the management of the nursing services as the Deputy Nurse Manager in a tertiary referral teaching hospital;
- (d) is responsible for nursing operations in a major clinical division of a tertiary referral teaching hospital;
- (e) is responsible for management of nursing services in a medium sized health facility or hospital.

Grade 7

- (a) is responsible for the management of nursing services in a complex hospital;
- (b) is responsible for the management of nursing services across a group of medium-sized hospitals or facilities or health services;
- (c) is responsible for the management of nurse education in a Local Health District where the largest hospital in the District has an ADA greater than 250.

Grade 8

- (a) is responsible for the overall management of nursing services across a group of complex hospitals or facilities or health services;

Grade 9

- (a) is the Local Health District Director of Nursing Services in a rural Local Health District ;
- (b) is responsible for the nursing services in a major teaching hospital providing tertiary referral services.

CORE KNOWLEDGE AND SKILLS

GROUP	Leadership	Communication	Knowledge	Performance Management	Planning	Resource Management
Grade 1	Ability to provide leadership as a resource person and role model in the clinical setting and in professional relationships and act as a mentor for less experienced staff.	Ability to represent nurses and consult with staff and other health professionals appropriately. Ability to identify to and mediate potential and actual conflict between individuals.	Ability to utilise and share knowledge and skills relating to nursing practice. Ability to contribute to and utilise research.	Ability to assess the competence of staff, and identify strengths and limitations. Ability to facilitate professional development of staff. Ability to facilitate activities which enhance the practice of staff.	Ability to set goals, formulate and implement plans to achieve identified outcomes. Ability to contribute to the implementation of organisational change.	Ability to effectively allocate and manage nursing resources and set nursing priorities.
Grade 2	Ability to lead the development of policy relating to nursing practice and provide leadership through direction and support to staff.		Ability to acquire and utilise a sound and contemporary knowledge of nursing professional and management issues.		Ability to contribute to an operational plan for the nursing service and coordinate the process of organisational change.	Ability to develop, monitor and evaluate nursing resource allocation.
Grade 3	Ability to develop leadership and management potential in staff. Ability to identify the need for and initiate the development of policy relating to the nursing service.	Ability to utilise a broad range of communication skills selectively in a variety of settings.	Ability to facilitate the acquisition of knowledge by individuals and groups.	Ability to undertake planning for and monitor performance in areas of responsibility for both individuals and teams. Ability to undertake a range of performance management activities appropriately.	Ability to develop an operational plan for the nursing service.	Ability to develop a staffing profile appropriate to service needs. Ability to develop nursing service budget within prescribed parameters.
Grade 4	Ability to evaluate and adjust policy.	Ability to represent the nursing service inside and outside the organisation at a local level. Ability to identify and mediate potential and actual conflict between groups.	Ability to acquire and utilise a sound and contemporary knowledge of health management and organisational issues. Ability to foster quality research activities.	Ability to develop performance assessment indicators and skill development tools.	Ability to coordinate planning across a range of services. Ability to manage the process of organisational change, evaluate the outcome and adjust direction.	Ability to identify nursing and/or health service budget requirements and negotiate for funding allocation.

Grade 5	Ability to develop an environment which promotes continuous improvement in practice.	Ability to manage media relations related to local issues within a policy framework. Ability to represent the organisation at a local level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the profession of nursing.	Ability to coordinate performance management activities within a range of services.	Ability to contribute to a strategic plan for the nursing service.	
Grade 6	Ability to develop a culture within the organisation which is open to critical reflection and change.			Ability to monitor and evaluate performance management across the organisation and identify opportunities to realise enhanced performance.	Ability to develop a strategic plan for the nursing service and contribute to the development of a strategic plan for the organisation.	Ability to assess nursing and/or health service resource utilisation and make recommendations.
Grade 7		Ability to represent the nursing service in a range of forums including State and National.	Ability to identify, evaluate and incorporate where appropriate emerging trends within health care.	Ability to enhance organisational performance through collaboration with other health facilities.		
Grade 8	Ability to vision and articulate the potential for the organisation.	Ability to represent the organisation at a State and National level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the broader service and business industry which have the potential to enhance nursing and/or health services.		Ability to generate and develop a strategic plan for the organisation.	
Grade 9	Ability to contribute to and influence emerging trends within nursing and health.	Ability to negotiate on behalf of the organisation.		Ability to enhance organisational performance through collaboration with other organisations both within and outside the area of health.	Ability to analyse the strategic plan of the organisation for continuing relevance and adjust direction. Ability to contribute to a strategic plan for health care in a range of forums including at a State and National level.	Ability to identify additional funding sources and negotiate funding as required.

Represents core knowledge and skills. Each grade represents a higher level of function than those beneath. An assumption is made that those at Grade 8 (for example) will already have the knowledge and skills outlined in Grades 1-7.

SCHEDULE 2

1. The following qualifications shall attract the allowance set out in subclause (ii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Ministry and the Association shall attract the allowance set out in subclause (ii) of clause 13, Continuing Education Allowance.

Clinical Speciality	Course	Institution
Cardiology/Coronary Care	Cardio-Thoracic Diseases Nursing Certificate	Randwick Chest Hospital
		Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital, Darlinghurst
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital
	Cardiac Nursing Course	Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital, Darlinghurst
		Royal Melbourne Hospital
National Heart and Chest Hospital, London		
Coronary Care Unit Certificate	Prince Henry's Hospital Melbourne	
Cardio-Thoracic Vascular Nursing Course	Green Lane Hospital, New Zealand	
Cardiothoracic Nursing Course	Freeman Hospital, Newcastle-Upon-Tyne, U.K. Groby Road Hospital, Leicester, U.K.	
Community Health	Public Health Nursing Diploma	College of Nursing, Australia
	Health Visitors Certificate	The Royal Sanitary Institute, U.K.
Critical Care	Critical Care Nursing Certificate	Prince Henry, Prince of Wales Hospitals
	Emergency Nursing Course	Liverpool Hospital
	Critical Care Nursing Course	Geelong Hospital Waikato Hospital, New Zealand
Developmental Disability	Mental Retardation Certificate	NSW Nurses Registration Board
	Developmental Disability Certificate	
	Any Developmental disability certificate accepted for registration as a developmental disability nurse prior to 1985 by the NSW Nurses Registration Board in addition to the qualification entitling registration by the Nurses and Midwives Board.	
Geriatrics	Geriatric Certificate	NSW Nurses Registration Board
Intensive Care	Intensive Care Nursing Certificate	Royal Newcastle Hospital
		Liverpool District Hospital
		Royal Prince Alfred Hospital
		St George Hospital
		St Vincent's Hospital, Darlinghurst
		Northern Met Region, Health Dept.
		Southern Met Region, Health Dept
		Sydney Hospital
		RGH, Concord
		Central Coast Area Health Service
		Royal Hobart Hospital
		Royal Perth Hospital
		St Vincent's, Melbourne
Canberra Hospital		

	Intensive Care Nursing and Ward Management Diploma	College of Nursing, Australia The Parramatta Hospitals, Westmead NSW College of Nursing	
	Intensive Care Unit Certificate	Prince Henry's Hospital, Melbourne	
Mental Health	Psychiatric Certificate	NSW Nurses Registration Board	
	Any mental health certificate accepted for registration as a mental health nurse prior to 1985 by the NSW Nurses Registration Board additional to the qualification entitling registration by the Nurses and Midwives Board.		
	Psychiatric Nursing Certificate	Metropolitan and Eastern School of Psychiatric Nursing, Victoria Western Area College of Nursing, Ireland	
	Advanced Diploma in Nursing (Mental Health)	Christchurch Polytechnic, New Zealand	
	Mentally Ill Qualification	Prestwick Hospital, Manchester, U.K. Southern Area Group School of Nursing, U.K.	
	Mental Illness Nursing certificate	Bromley Health Authority, U.K.	
	Midwifery	Midwifery Certificate	NSW Nurses and Midwives Board
	Any midwifery certificate accepted for registration as a midwife by the Nurses and Midwives Board additional to the qualification entitling registration as a registered nurse.		
Neurology	Neurology and Neurosurgical Nursing Certificate	Royal Prince Alfred Hospital Melbourne Hospital	
	Neuromedical/Neurosurgical Nursing Course	Royal North Shore Hospital Prince Henry/Prince of Wales Hospitals Westmead Hospital	
	Neuro-Surgical Nursing Certificate	Royal Perth Hospital	
	Certificate in Neuro-Surgical and Neurological Nursing	Alkinson-Morley Hospital, London	
Occupational Health	Public Health Nursing (Occupational Health) Diploma	College of Nursing, Australia	
Oncology	Oncology Certificate	Peter MacCallum Clinic, Melbourne	
Operating Theatres	Operating Suite Nurse Course	Westmead Hospital	
	Operating Theatre Nursing Certificate	Prince Henry, Prince of Wales Hospitals Royal North Shore Hospital Royal Prince Alfred Hospital St Vincent's Hospital Darlinghurst Hunter Region, Health Dept Royal Hobart Hospital Kent and Canterbury Hospitals, U.K.	
		Operating Theatre Nursing and Management Diploma	College of Nursing Australia NSW College of Nursing
		Post basic Course in Operating Room Nursing	RGH, Concord
		Graduate Certificate in Perioperative Nursing	Liverpool Hospital
		Graduate Certificate in Anaesthetic and Recovery Nursing	Liverpool Hospital
		Operating Room Nursing Certificate	Royal Adelaide Hospital
	Operating Room Post Basic Course	Western General Hospital, Melbourne	
	Operating Room Technique and Management	Repatriation and General Hospital, Heidelberg, Victoria	
	Operating Theatre Techniques and Management Certificate	St Vincent's Hospital, Melbourne	
	Operating Theatre Techniques Certificate	Royal Melbourne Hospital South African Nursing Council Middlesex Hospital, U.K.	
		Operating Theatre Nursing Course	Epsom District Hospital, London Nottingham School of Nursing, U.K.
			Operating Department Nursing Certificate

		Queen Elizabeth School of Nursing, Birmingham, U.K.	
	Operating Department Nursing Course	English National Board for Continuing Education and Training, Hillington Health Authority, U.K.	
Ophthalmology	Ophthalmic Nursing Certificate	Sydney Hospital Moorefields Hospital, London	
Orthopaedics	Certificate in Orthopaedic Nursing	Royal National Orthopaedic Hospital, London and Stanmore, Middlesex Heathwood Hospital, Ascot, U.K.	
	Orthopaedic Nursing Certificate	Garnavel General Hospital, Glasgow, U.K. Nuffield Orthopaedic Centre, Oxford, U.K. Princess Elizabeth Orthopaedic Hospital, U.K.	
		Orthopaedic Nursing Course	Basingstoke North Hampshire Health Authority, U.K.
			Robert Jones and Agnes Hunt Orthopaedic Hospital, U.K.
Paediatrics	Infants Certificate	NSW Nurses Registration Board	
	Mothercraft Certificate		
Renal	Renal Diseases and Transplantation Certificate	Prince Henry, Prince of Wales Hospitals Royal Newcastle Hospital Royal Prince Alfred Hospital Sydney Hospital	
		Nephrology, Dialysis and Transplant Nursing Certificate	Royal North Shore Hospital
		Graduate Certificate in Renal Nursing	Liverpool Hospital
		Renal Nursing Certificate	Guys Hospital, London St Mary's Hospital, London
	Renal Nursing Course		The London Hospital
	Thoracic	Thoracic Nursing Certificate	The British Thoracic Association

SCHEDULE 3

1. The following qualifications shall attract the allowance set out in subclause (vii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Ministry and the Association shall attract the allowance set out in subclause (vii) of clause 13, Continuing Education Allowance.

Clinical Speciality	Course	Institution
Paediatrics	Mothercraft Certificate	NSW Nurses and Midwives Board. (In addition to the qualification entitling enrolment by the Nurses and Midwives Board.)

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

SKILLED TRADES STAFF - DEPARTMENT OF FAMILY AND COMMUNITY SERVICES - AGEING, DISABILITY AND HOME CARE (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Family and Community Services.

(Case No. 2017/180551)

Before Chief Commissioner Kite

3 July 2017

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Interaction with Other Instruments
4.	Hours of Work
5.	Classification Structure
6.	Roll-Up of Allowances
7.	Boiler Attendant Allowance
8.	Thermostatic Mixing Valve Allowance
9.	Dispute Resolution Procedure
10.	Union Subscriptions
11.	Wages and Allowances
12.	School Based Apprentices
13.	Work at Alternative Worksite
14.	Average Disability Allowance
15.	Anti Discrimination
16.	Area, Incidence and Duration
17.	No Extra Claims

PART B

Schedules of Rates of Wages and Allowances

2. Definitions

In this award:

"Department" means Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services

"Union/s" means:

Australian Manufacturing Workers Union and/or

Construction Forestry Mining and Energy Union and/or

Electrical Trades Union of Australia and/or

Plumbing Trades Employees Union of NSW

3. Interaction With Other Instruments

All employee conditions not specified in this award will be in accordance with the Crown Employees Skilled Trades Award, the *Government Sector Employment Act 2013* and *Government Sector Employment Regulation 2014* and all variations thereof. To the extent of any inconsistency between the provisions of this award and those other instruments named above, the provisions of this award will apply.

4. Hours of Work

- (i) Local Departmental management and trades staff at each work site may negotiate specific ordinary hours of duty. Any such site agreement will be subject to the following conditions:
 - (a) an average of 38 hours per week worked over a four-week period;
 - (b) optimal staffing levels being maintained at all times to perform required duties;
 - (c) no additional expense such as payment of overtime or employment of casuals;
 - (d) where a nine-day fortnight is negotiated, arrangements are to be at the Department's convenience;
 - (e) if sick leave is taken on the working day prior to or following a rostered day off, a doctor's certificate must be provided; and
 - (f) alterations in start and finish times are to be implemented by agreement.
- (ii) The parties agree to commence negotiations on any proposed variation to existing hours of work within six weeks of the proposal being received from nominated representatives.
- (iii) An employee may be directed by Departmental management to work overtime, provided it is reasonable for the employee to be required to do so. In determining what is reasonable, the employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations or study arrangements, shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services.

5. Classification Structure

- (i) Context:

Trades staff perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance, the installation of plant and equipment and the renovation and construction of buildings.

Trades staff also ordinarily undertake work which is peripheral and incidental to their base trade so as to complete the whole job or so as to assist other staff complete the whole job.

This Classification structure is designed to reward trades staff who possess, and are required by the Region to regularly provide, skills/knowledge beyond their base trade obligations. It does not reward service alone nor additional skill/knowledge performed at less than a trades standard.

(ii) Structure:

The following classifications apply:

Pay levels as a percentage of base pay rates are:

Classification	Rate of Pay
Level 1 Tradesperson	Base Rate for relevant Trade
Level 2 Tradesperson	105% of Base Rate for relevant Trade
Level 3 Tradesperson	110% of Base Rate for relevant Trade
Level 4 Tradesperson	115% of Base Rate for relevant Trade

(iii) Definitions of the Classification Levels are as follows:

(a) Level 1 Tradesperson (Base Rate for relevant Trade).

Level 1 is applicable to a tradesperson who has completed an apprenticeship, licence or equivalent and is proficient in the contemporary skills required of a tradesperson in the relevant trade.

Tasks to be performed include those peripheral and incidental to completing the whole job and/or assisting other staff so as to complete the whole job. A tradesperson at this level may be required to supervise or train apprentices on the job.

(b) Level 2 Tradesperson (105% of the Base Rate for the relevant Trade).

Level 2 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 120 hours of learning within approved courses.

(c) Level 3 Tradesperson (110% of the Base Rate for the relevant Trade).

Level 3 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 240 hours of learning within approved courses.

(d) Level 4 Tradesperson (115% of the Base Rate for the relevant Trade).

Level 4 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 360 hours of learning within approved courses.

(e) Charge Hand/Supervisor

A Charge Hand/Supervisor is a person appointed to a Charge Hand/Supervisor position by the Department. Charge Hand/Supervisor positions will be created at the discretion of the Department. A Charge Hand/Supervisor will be allocated ongoing responsibility for the activities of one trade and/or the supervision of one or more trades and its associated staff (including contractors) within the Region and/or all the trades activities and trades staff (including contractors) at a nominated location. A Charge Hand/Supervisor can be required to perform the duties of their trade/s at any time. A Charge Hand/Supervisor may also be nominated as Project Leader on any project in addition to their other responsibilities. The Region is to maintain an up-to-date Position Description for each of its Charge Hand/Supervisor positions.

(f) Project Leader

A Project Leader is a person appointed to a Project Leader position by the Department. Project Leader positions will be created at the discretion of the Department. A Project Leader will be allocated responsibility for all aspects of a substantial refurbishment/construction project. The Project Leader will be able to supervise any staff/contractors working in connection with a project as necessary and will ensure compliance with all relevant specifications and requirements. A Project Leader can be required to perform the duties of their trade/s at any time. The duration of any Project Leader role will be limited to the life of the project. The Region is to provide the Project Leader with an up-to-date Position Description.

(iv) Approved Courses:

For the purpose of this Clause, 'Approved Courses' are TAFE courses and any others that the Department approves. However an Approved Course must relate to the acquisition of new skills/knowledge by the individual, additional to the base trade, and not simply the modernisation or updating of current work practices or methods. Approved Courses will not include personal Workplace Health and Safety related courses, updated inventory or programmed maintenance systems courses, new computer software etc.

(v) Deemed Credited with Approved Course or part thereof:

For Tradespersons who have not successfully completed an Approved Course; The Regional Director or nominee may deem the additional skills/knowledge required to be regularly utilised by a tradesperson to be equivalent to that acquired from successfully undertaking an Approved Course/s or from one or more identifiable modules of an Approved Course. Any such decision requires that the tradesperson in question be credited with hours equivalent to that of the relevant Approved Course/s or modules thereof for progression purposes.

(vi) Regular:

'Regular' for the purposes of this Clause refers to duties/tasks occurring periodically, routinely or which are programmed. Project work and other work occurring randomly, sporadically or irregularly would not be 'regular'. Where tasks are required to be performed irregularly but would, if they were regular, attract a higher classification level, then 'Mixed Functions' allowance should be paid to the higher classification level in accordance with the award. That is, when a Tradesperson is required to perform the additional work irregularly and is qualified to do so, he/she should be paid any applicable higher rate for the period of time the additional skills/knowledge is required to be performed or for the whole shift in accordance with the Mixed Functions Clause of the Crown Employees Skilled Trades Award.

(vii) Trades Standard:

'Trades Standard' for the purposes of this Clause means a quality of work/knowledge equivalent to that reasonably required of a qualified tradesperson in the relevant trade.

(viii) No Double Counting:

The performance of any function reasonably within the scope of employment classification, and/or additional skills performed at less than a trades standard and/or for which payment of an allowance or additional remuneration is already provided do not count for translation, appointment or progression purposes.

(ix) The Department to Decide its Requirements:

The Department is to decide which and how many trades staff will be regularly required to use the additional skills/knowledge attracting higher rates of pay. In reaching that decision the Department might consider;

- what number of staff are needed to utilise the additional skill/knowledge.

- whether a trades staff is already paid for numerous additional skills/knowledge, in which there may be limited opportunity to effectively utilise one more additional skill/knowledge.

- whether the work should be contracted out. Before deciding the work should be contracted out, the Region is to consider the skills/knowledge possessed by trades staff in addition to their base trades. To this end, a list of such additional skills/knowledge is to be maintained by the Region in a state of reasonable currency, subject to employee cooperation and assistance in compiling and maintaining that list.

(x) Maintaining Standards:

Tradespersons at classification levels 2, 3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course/s (or in some cases, the modules thereof they were deemed credited with) in order to continue to be paid the higher classification level.

(xi) Leading Hand Allowance:

Leading Hand Allowance will be paid to Tradespersons in the classifications Levels 1 to 4 inclusive who are required to supervise the work of contractors and/or staff; provided that for this purpose, apprentices will not be counted, each contractor supervised will be counted but any contractor's staff will not.

(xii) Appointment and Progression:

The employment level for all new tradespersons employed will be determined as per the provisions of Clause 5 of this Award.

(a) Appointment: Once appointed to a particular Level in this Classification Structure, a tradesperson may not have his/her Level reduced because the Region no longer requires the additional skills/knowledge warranting the higher Level to be regularly utilised. Accordingly appointments of trades staff should initially be made to the Level 1 position, or at least be carefully considered having regard to the foreseeable medium to longer term requirements of the appointment.

(b) Progression: Consideration of progression to Classification Levels 2, 3 and 4 must always be based on a Departmental requirement to utilise the additional skills/knowledge at that time and into the foreseeable future and may not count skills/knowledge no longer regularly required by the Department to be utilised.

(xiii) Training:

Trades staff are to meet the costs of training associated with the additional skills/knowledge referred to in this Clause and attend that training in their own time. Study Leave provisions apply. Where the Department directs the employee undertake training, any such training outside of paid work time will be paid for at the ordinary hourly base rate.

6. Roll-Up of Allowances

Environmental Allowance (Mental Institutions Allowance) and Annual Leave Loading are already rolled up into the base wage.

Base wage rates were increased by \$30.00 per week to incorporate the equivalent of the Mental Institutions Allowance and were wages increased by 1.35% to reflect the Annual Leave Loading on 1 February 1998.

7. Boiler Attendant Allowance

An officer being the possessor of a Boiler Attendant's Certificate who is required to supervise or operate a boiler shall for each week he/she is so required shall be paid in addition to the rates prescribed an amount per instance as specified in Part B of this Award.

8. Thermostatic Mixing Valve Allowance

An officer who is a licensed plumber and holds a Thermostatic Mixing Valve Certificate issued by a College of Technical and Further Education and is required to act upon such certificate shall be paid an allowance at a weekly rate as specified in Part B of this award.

9. Dispute Resolution Procedures

- (i) The aim of the procedure is to ensure that industrial grievances or disputes are prevented, or resolved as quickly as possible, at the level they occur in the workplace. For the purposes of this procedure, industrial grievances or disputes are distinguished from grievances dealt with under public service grievance-handling procedure, e.g. complaints of discrimination.
- (ii) When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:
 - (a) where a dispute arises at a particular work location, discussions shall be held between the officer/s concerned and the immediate supervising officer;
 - (b) failing resolution of the issues at that level, further discussions shall take place between the employee, the relevant local delegate or employee representative and the supervising officer or manager;
 - (c) if the dispute remains unresolved, the local delegate shall refer the matter to the Union official who will confer with the Area Manager or General Manager; and
 - (d) if the dispute is not resolved at that stage, the matter is to be referred to the Director, Employee Relations or Senior Employee Relations Officer who will assume responsibility for liaising with Senior Executive members of the Department and advise of their final position.
- (iii) If the matter remains unresolved following the above process, it may be referred by either party to the Industrial Registrar.
- (iv) Whilst these procedures are taking place, no ban, limitation or stoppage of work shall take place.
- (v) In cases where a dispute is premised on an issue of safety and is unable to be resolved at the Area/Divisional level, the matter should be referred to the Director, Employee Relations for further consultation with the Union/s.

10. Union Subscriptions

The Department agrees to automatically deduct Union dues on behalf of Unions as defined from the pay of Union members once authorised by the employee.

11. Wages and Allowances

Wages and allowances are shown in Part B of this award.

12. School Based Apprentices

(a) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

(b) Wages

(i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

(iii) The wages paid for training time may be averaged over the school term or year.

(iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(c) Progression through the Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(d) Conversion from a school based apprentice to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(e) Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

13. Work at Alternative Worksite

(i) General

(a) The terms of this clause replace clause 8, Excess Fares and Travelling, of the Crown Employees Skilled Trades Award.

(b) This clause does not apply where an employee is recalled to duty after leaving work, in which case the call-back provisions of the Crown Employees Skilled Trades Staff Award apply.

(c) For the purposes of this clause, a reference to a "worksite" means each individual sub-site of Metro Residences and Hunters Residences, including but not limited to Rydalmere, Marsden, Casuarina Grove, Norton Road, Stockton, Kanangra, Tomaree, Riverside and Summer Hill .

(ii) Mobility Allowance and Excess Travelling Time

Where an employee is required to travel to an alternative worksite and has not been temporarily transferred to that site pursuant to subclause (v) of this clause:

- (a) An employee is to be paid a Mobility Allowance at the rate indicated in Part B of this award per day where required by the Department to travel to an alternative worksite in circumstances where no notice of the requirement to do so was provided prior to leaving work the previous day. Such Mobility Allowance will be payable regardless of whether the required travel is undertaken within or outside of ordinary working hours and regardless of the transportation arrangements utilised to attend the alternative worksite.
- (b) Notice of a regular requirement to travel to an alternative worksite can be given to the employee once. Such notice must be written and include advice as to the days of the week/fortnight/month. etc., that the travel will be required. Notice given pursuant to this paragraph also serves as notice "prior to leaving work the previous day" referred to in paragraph (a) of this subclause.
- (c) Where an employee is required to commence his/her ordinary hours at an alternative worksite, he/she is to be paid at ordinary rates for any travelling time in excess of that time usually taken to travel to and from their home and usual worksite. The payment of such ordinary rates is to be rounded to the nearest 15 minutes.

(iii) Mileage Allowances and Fares.

Where an employee is required to travel to an alternative worksite and has not been temporarily transferred to that site pursuant to subclause (v) of this clause:

- (a) And subject to the provisions of paragraph (d) of this subclause, an employee will be paid Mileage Allowance, in accordance with the official tax rate as determined by the Australian Taxation Office, where directed by the Department to utilise their own vehicle in order to travel to and from an alternative worksite;
- (b) And subject to the provisions of paragraph (d) of this subclause, an employee will be paid Mileage Allowance at the following rates where the employee opts to utilise their own vehicle to travel to and from an alternative worksite and the Department agrees to that occurring prior to the employee utilising their own vehicle;

Engine Capacity	
Over 2601cc and over	30.0c per kilometre
1601cc to 2600cc	29.6c per kilometre
Under 1600cc or less	25.2c per kilometre

- (c) And subject to the provisions of paragraph (d) of this subclause, an employee who utilises public transport in order to travel to and from an alternative worksite will be reimbursed any public transport costs.
- (d) Where the use of the employee's vehicle or fare incurred relates to the journey between the employee's home and the alternative worksite to commence work or relates to the journey between the alternative worksite and the employee's home at the cessation of work, the amount of Mileage Allowance or fares which can be claimed under this subclause will be limited to that number of kilometres or fare which is in excess of that reasonably incurred by the employee in relation to the journey to and from the employee's home and usual worksite.

(iv) Rest Periods, Tea Breaks and Unpaid Meal Periods

If still working at an alternative worksite at the relevant time and, unless specifically advised otherwise:

- (a) An employee is to take any paid rest period or tea break at the alternative site.
- (b) Employees may not travel to the usual worksite in Departmental time or in a Departmental vehicle in connection with the unpaid meal period.
- (c) Nothing will be payable to an employee in relation to the use of the employee's vehicle or fare incurred in connection with the unpaid meal period.

(v) Temporary Transfer to Alternative Worksite

An employee may be directed to work from an alternative worksite for one week or more on a temporary transfer basis where that direction is reasonable. For the purposes of subclauses (ii) and (iii) of this clause, where such a direction has been given, the alternative worksite will be deemed to be the usual worksite upon the expiry of two weeks' notice or immediately upon commencement at the alternative worksite where two weeks' or more notice was given.

14. Average Disability Allowance

(i) Many of the allowances within PART B - Rates of Wages and Allowances of this Award are disability allowances paid on a per occasion, per hour or daily basis depending upon the work performed. The allowances in question relate to:

177 Welding

178 Bricklaying > 18 kg

179 confined spaces

180 height

181 hot places

182 insulation

183 asbestos eradication/airborne Lead

184 smoke boxes A

185 wet places

186 acid furnaces

187 smoke boxes B

188 clean down bricks

189 spray application

190 roof work

191 explosive power tools

193 dirty work

214 applying obnoxious substances

289 legionella

171 fouled equipment

176 pneumatic tool operation

152 chokages

(ii) Some or all of these above allowances may be the subject of a mutual agreement between individual trades staff and the Region (in writing) to pay the individual an Average Disability Allowance (ADA) amount. The process of reaching agreement involves:

- the staff member and Department agreeing on how many occasions each type of allowance would be claimed by the staff member on average per fortnight of work, then,

- Calculating the total dollar (\$) value of all those allowances and dividing that amount by 10 to obtain an ADA amount, then,

- Recording the above information on a suitable information sheet and retaining it attached to a signed and dated agreement (and retaining both as for wages records).

- (iii) The agreed ADA amount is to be paid fortnightly with wages for each on-duty day within each pay period. A day of leave is not an on-duty day. For example, if the staff member takes four recreation leave days and works the other days in the fortnight, he/she would be paid the ADA amount x 6 in his/her pay.
- (iv) Where such an agreement is reached, the payment of the ADA in accordance with subclause (iii) to an individual will be in full satisfaction of any claims to the specified allowances that might be brought.
- (v) The ADA amount for each individual trades staff will be derived once per year and, for new employees, after three months of employment and annually thereafter.
- (vi) The ADA amount will be automatically increased under the agreement in the same percentage and with the same effective date as for increases to the corresponding Award disability allowances.
- (vii) Neither party should unreasonably refuse to agree on a fair ADA amount. Either party to the agreement can seek a review of the ADA amount in between annual reviews if there is a substantial change to the pattern of work of the staff member.

15. Anti-Discrimination

- 15.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 15.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 15.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 15.4 Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 15.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 15.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

15.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

16. Area, Incidence and Duration

This award shall apply to employees and Apprentices indicated by the trades specified in Part B of this award employed by the Department.

- (i) This award shall take effect on and from 1 July 2017 and remains in force until 30 June 2018, and rescinds and replaces the Skilled Trades Staff - Department of Ageing, Disability and Home Care (State) Award 2016, published 29 July 2016 (380 I.G. 726) and all variations thereof.

17. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

PART B

Rate of Wages and Allowances

Salary and Allowance ID Codes	Classification, Wages and Allowances Wages (excluding Apprentices)	1st full pay on or after 1/07/17 (2.5%) Per annum \$
G51	Bricklayer Level 1	58,993
G41	Bricklayer Level 2 (calculate 105% of Level 1)	61,942
	Bricklayer Level 3 (calculate 110% of Level 1)	64,892
	Bricklayer Level 4 (calculate 115% of Level 1)	67,841
G52	Carpenter and/or Joiner Level 1	58,993
G44	Carpenter and/or Joiner Level 2 (calculate 105% of Level 1)	61,942
	Carpenter and/or Joiner Level 3 (calculate 110% of Level 1)	64,892
	Carpenter and/or Joiner Level 4 (calculate 115% of Level 1)	67,841
G53	Painter Level 1	58,993
G47	Painter Level 2 (calculate 105% of Level 1)	61,942
G48	Painter Level 3 (calculate 110% of Level 1)	64,892
	Painter Level 4 (calculate 115% of Level 1)	67,841
G54	Plumber and/or Gasfitter Level 1	59,553
G4A	Plumber and/or Gasfitter Level 2 (calculate 105% of Level 1)	62,529
G43	Plumber and/or Gasfitter Level 3 (calculate 110% of Level 1)	65,509
	Plumber and/or Gasfitter Level 4 (calculate 115% of Level 1)	68,486
G56	Electrical Fitter Level 1	62,703
G4D	Electrical Fitter Level 2 (calculate 105% of Level 1)	65,837
	Electrical Fitter Level 3 (calculate 110% of Level 1)	68,974
	Electrical Fitter Level 4 (calculate 115% of Level 1)	72,108
G57	Plant Electrician Level 1	65,997
G4G	Plant Electrician Level 2 (calculate 105% of Level 1)	69,298
	Plant Electrician Level 3 (calculate 110% of Level 1)	72,599
	Plant Electrician Level 4 (calculate 115% of Level 1)	75,898
G58	Fitter Level 1	58,993

G4J	Fitter Level 2 (calculate 105% of Level 1)	61,942
	Fitter Level 3 (calculate 110% of Level 1)	64,892
	Fitter Level 4 (calculate 115% of Level 1)	67,841
G5D	Motor Mechanic Level 1	58,993
G4P	Motor Mechanic Level 2 (calculate 105% of Level 1)	61,942
	Motor Mechanic Level 3 (calculate 110% of Level 1)	64,892
	Motor Mechanic Level 4 (calculate 115% of Level 1)	67,841
	Charge/Supervisor or Project Leader	78,933
196	Leading Hand Allowance	
	Leading Hand 1 to 5	2,744
197	Leading Hand 6 to 10	3,517
198	Leading Hand > 10	4,597
	Tradesmen's Licence Allowance	Per annum \$
347	Plumber	2,708
347	Gasfitter	2,708
350	Drainer	3,561
350	Plumber and/or Gasfitter	3,561
350	Gasfitter and/or Drainer	3,561
350	Plumber and/or Drainer	3,561
352	Plumber/Gasfitter/Drainer	4,837
354	Drainer (Licensed)	2,245
357	Electrician	2,653
	Tradesmen's Registration	
205	Plumber -Computing Quantities	2,015
366	Computing Quantities	1,583
	Certificate Allowances	
308	Thermostatic Mixing Valve Certificate Allowance	Per annum \$ 1,432
	Apprentice Trades	
	1st Year	27,274
	2nd Year	34,893
	3rd Year	44,144
	4th Year	50,083
	Examination Allowance	
	1st Year	95.00
	2nd Year	190.12
	3rd Year	284.96
370	Industry Allowance	1,678.54
		Per Hour 1/07/17 \$
	Mobility Allowance	8.31
177	Welding Allowance	0.31
178	Bricklaying > 18 kg	2.29
179	Confined Spaces	1.03
180	Height Money	0.86
181	Hot Places	1.03
182	Insulation	1.03
183	Asbestos Eradication/Airborne Lead	2.79
184	Smoke Boxes A	0.54
185	Wet Places	0.85
186	Acid Furnaces, Stills	4.2
187	Smoke Boxes B	2.05
188	Clean down bricks	0.78
189	Spray Application	0.85

190	Roof Work	1.03
191	Explosive Power Tools	1.96
193	Dirty Work	0.85
214	Applying Obnoxious Substances	1.03
289	Legionella	3.84
		Per day \$
171	Fouled Equipment	9.65
176	Pneumatic Tool Operation	4.53
	Relief Daily Licence Allowances	
207	Plumber/Drainer/Gasfitter Licence	18.62
208	Drainer	10.13
209	Gasfitter/Drainer	8.51
210	Computer Quantities	13.47
212	Plumber/Drainer/Gasfitter	6.01
287	Registration Certificate	7.74
152	Chokages	Per Instance \$ 9.73
	Tool Allowance	Per Week
	Electrical Fitter/Electrical Mechanic/Plant Electrician	19.95

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA17/03 - Blacktown City Council Enterprise Agreement 2015

Made Between: Blacktown City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Development and Environmental Professionals' Association and the Local Government Engineers' Association of New South Wales

New/Variation: Variation.

Approval and Commencement Date: 5 July 2017

Description of Employees: The agreement applies to all employees employed by Blacktown City Council located at 62, Flushcombe Road, Blacktown, who fall within the coverage of the Local Government (State) Award 2014.

Nominal Term: N/A

EA17/02 - Albury City Waste Management Centre Enterprise Agreement 2017-2020

Made Between: Albury City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; Local Government Engineers Association and the Development & Environmental Professionals Association of New South Wales.

New/Variation: New.

Approval and Commencement Date: 7 July 2017.

Description of Employees: The agreement shall cover employees who are engaged in the position of Waste Management Centre Operator and work an eight person, seven day a week rotating roster system.

Nominal Term: 36 Months.