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CROWN EMPLOYEES (FIRE AND RESCUE NSW PERMANENT FIREFIGHTING STAFF) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Fire Brigade Employees' Union of New South Wales, Industrial Organisation of employees.

(Case No. 2017/42354)

Before Acting Chief Commissioner Tabbaa

16 February 2017

AWARD

1. Introduction

- 1.1 This Award shall be known as the "Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2017".
- 1.2 This Award regulates the rates of pay and conditions of employment for employees covered by this Award.
- 1.3 This Award is in three Parts as follows:-
- Part A - Introduction, Index, Basic Wage, and Definitions
- Part B - Rates of Pay and Conditions of Employment
- Part C - Monetary Rates
- 1.4 Except as provided by subclause 1.5, the provisions of Part B, Rates of Pay and Conditions of Employment shall apply to all employees covered by this Award.
- 1.5 The provisions of Clause 9 - Overtime, Clause 10 - Meals and Refreshments, Clause 12 - Relieving Provisions, Clause 16 - Training Course Attendance Entitlements, Clause 19 - Examination and Assessment leave, Clause 25 - Court Attendance Entitlements, Clause 27 - Notice of Transfer and Clause 28 - Transfers Outside the GSA shall not apply to Executive Officers.

2. Index

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3. Basic Wage

This Award, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage currently in force under Clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and other provisions, of the *Industrial Relations Act 1996*.

4. Definitions

"Agreed Distance" means the relevant distance set out within the Matrices which appeared at Part E of the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2001, or as subsequently amended pursuant to subclause 12.10, copies of which shall be provided by the Department to employees in the manner agreed between the Department and the Union.

"Commissioner" means Commissioner of the Department holding office as such under the *Government Sector Employment Act 2013*.

"Competency" means the training competencies developed by the Department following consultation between the Department and the Union providing the appropriate level of training, or part thereof, for the skill required to undertake the work for each classification covered by this Award.

"Department" means Fire and Rescue NSW established by the *Fire Brigades Act 1989* and as a Public Service Executive Agency under Schedule 1 of the *Government Sector Employment Act 2013*.

"Employee" means a person, other than an employee covered by the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award, employed in one of the classifications covered by this Award, as a member of Fire and Rescue NSW in terms of the provisions of the *Fire Brigades Act 1989*. Provided that where "employee" is referred to in the provisions of this Award which apply exclusively to either Operational

Firefighters, Operational Support Positions or to Executive Officers, "employee" shall mean only those classifications to which the exclusive conditions are intended to apply.

"Emergency Meal" means a Long Life Meal Pack supplied when the provision of a Substantial Meal is not practicable, the basis of which shall be a self-heating 320g meal that is generally meat based (except for special diet packs such as vegetarian or vegan packs) and shall also include one dried fruit or fruit and nut mix (Sunbeam Fruit and Nut 40g, Fruit on the Go 50g, or similar) and one cheese and biscuits (Uncle Tobys Le Snak Cheddar Cheese 20g, or similar) or one fruit pack (Goulburn Valley no added sugar 220 g, or similar) and one 100% fruit juice box (Just Juice 250 ml, or similar).

"Executive Officer" means an employee having the rank of Chief Superintendent or Superintendent.

"Fire District" has the same meaning as in the *Fire Brigades Act 1989*.

"GSA" (Greater Sydney Area) means within the area bounded by the Local Government areas of Northern Beaches, Hornsby, Baulkham Hills, Hawkesbury, Penrith, Liverpool, Wollondilly, Campbelltown and Sutherland.

"Incident" means a fire call or any other emergency incident attended by Fire and Rescue NSW.

"Major Aerial Appliance" means a fire fighting vehicle equipped with a motorised boom and/or ladder extension with a reach of more than 18 metres.

"Merit Selection" means a fair, transparent, impartial process that assesses the merit of all applicants so that the employee selected is the applicant who is the most suitable to perform the duties of the vacant position.

"Minor Aerial Appliance" means a fire fighting vehicle equipped with a motorised boom and/or ladder extension with a reach of up to and including 18 metres.

"Non-Officer" means an employee classified as a Recruit, Fire fighter, Qualified Firefighter, Senior Firefighter or Leading Firefighter.

"Officer" means any employee having the rank of Station Officer or Leading Station Officer.

"Operational Fire fighter" means a fire fighter classified as one of the following: Recruit Fire fighter; Fire fighter; Qualified Fire fighter; Senior Fire fighter; Leading Fire fighter; Station Officer; Leading Station Officer; or Inspector.

"Operational Support Position" means a position classified as such by the Department following consultation between the Department and the Union and graded using a NSW Government accredited job evaluation system.

"Outduty" means a period of relief duty performed by a Non-Officer or Officer, not being a Relieving Employee or the occupant of an Operational Support position, where the Non-Officer or Officer either commences and/or ceases their rostered shift at a station/location other than the station where the Non-Officer or Officer normally reports for duty, or where the Non-Officer or Officer both commences and ceases their rostered shift at their own station but performs Stand By duties elsewhere for more than four hours, but does not include an employee on suitable duties.

"Overtime" means for an Operational Fire fighter all time worked with approval or direction in excess of the employee's rostered shift.

"Platoon" means a group of employees assigned to a shift.

"Refreshments" means tea bags, instant coffee, boiling water, sugar, long life milk, two biscuits and one cereal bar (any bar from the following list: K Time Twists 37 g bar, All-Bran Baked Bars 40g bar, Uncle Tobys Crunchy Muesli Bars Apricot, Uncle Tobys Fruit Twist - Apple and Pear, or similar) or one Goulburn Valley or similar fruit pack 220 g (no added sugar) and one liquid meal drink (any drink from the following list: Sustagen Sport 250 ml, Up and Go 250 ml, or similar) or one carbohydrate/electrolyte beverage (Sqwincher Qwik Serv 42g sachet, or similar).

"Relieving Employee" means an employee serving at a station while not being permanently attached to any one station.

"Senior Officer" means an employee having the rank of Inspector.

"Stand By" means a period of relief duty performed by a Non-Officer or Officer, not being a Relieving Employee or the occupant of an Operational Support position, where the Non-Officer or Officer both commences and ceases their rostered shift at their own station but is temporarily assigned to one or more other stations in the interim for a total of four or less hours.

"Standard Roster" means the roster prescribed in subclause 8.3 of Clause 8 of this Award.

"Substantial Meal" means a meal identified in the Department's Incident Ground Meals Guide, as published at the date of the making of this Award, or a meal of a similar nutritional and sensory quality standard.

"Union" means the Fire Brigade Employees' Union of New South Wales.

PART B

5. Intention

The intention of this Award is to regulate the rates of pay and conditions of employment for employees covered by this Award.

6. Rates of Pay and Allowances

6.1 The provisions of clauses 6.2 to 6.7 inclusive shall not apply to Executive Officers and the provisions of subclause 6.8 shall not apply to Operational Fire fighters. The provisions of subclauses 6.9 to 6.17 inclusive shall apply to all employees.

6.2 Operational Fire fighters

6.2.1 An employee shall be paid the rate of pay prescribed for the employee's classification in Tables 1 and 2 of Part C, Monetary Rates, of this Award.

6.3 Each "Per Week" rate of pay shown in Tables 1 and 2 of Part C is a composite rate which incorporates:

6.3.1 the basic wage, margin, loading, shift allowance and industry allowance previously prescribed separately in the Fire Brigade Employees (State) Award (as varied from time to time), published in the NSW Industrial Gazette on 28 June, 1991; and

6.3.2 with the exception of the Recruit Firefighter classification, the Roster Allowance previously prescribed separately in the Crown Employees (Fire and Rescue NSW Permanent Fire fighting Staff) Award 2011, published in the NSW Industrial Gazette on 25 March 2011.

6.4

6.4.1 The "shift allowance" referred to in subclause 6.3.1 is an amount to compensate for shift work.

6.4.2 The 'loading' referred to in subclause 6.3.1 is an amount which is in compensation for the incidence, as a result of the normal roster arrangements, of work on weekends and public holidays. Employees who work on Easter Sunday or on any additional public holiday that is Gazetted or otherwise confirmed by the NSW Government shall be credited with the same number of hours of consolidated leave as those hours actually worked on each such day. For the purposes of this clause additional public holidays shall not include local public holidays.

6.4.3 The "industry allowance" referred to in subclause 6.3.1 is an amount which is in consideration of conditions particular to working in the Fire fighting Industry.

6.5

6.5.1 The "Roster Allowance" referred to in subclause 6.3.2 is an amount equivalent to an employee's hourly rate of pay multiplied by 1.75 in compensation for working a 42 hour week. This amount is a residual of the two hours of 10/14 Rostered Overtime that was paid to employees working a 38 hour week until the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2000 incorporated this overtime within the total weekly rate of pay and introduced the Roster Allowance and a 40 hour week.

6.6 Except as provided for in this subclause, or in subclause 6.7, in addition to the rates of pay prescribed in Tables 1 and 2 of Part C, employees, where applicable, shall be paid:

6.6.1 An amount not exceeding the Laundry Expenses set at Item 1 of Table 3 of Part C, for all reasonable laundry expenses incurred by an employee who performs duty on a temporary basis outside the GSA. Accounts for such laundry expenses are to be submitted when a claim is made.

6.6.2 The Kilometre Allowance set at Item 2 of Table 3 of Part C, per kilometre:

6.6.2.1 for Non-Officers or Officers who perform a "Stand By" and who are required to use their private vehicle to perform such "Stand By". The distance shall be the agreed distance or, if the return distance travelled by the employee from the station at which duty commenced to the station at which the "Stand By" is performed is not contained in the Matrices, the actual distance necessarily and reasonably travelled; and

6.6.2.2 for Operational Firefighters who travel between stations pursuant to Clause 12, Relieving Provisions; and

6.6.2.3 for Officers who are required to use their own vehicle to attend an incident whilst off duty.

6.6.3 The Major Aerial Allowance set at Item 3 of Table 3 of Part C, per week, for Non-Officers who are qualified to operate a Major Aerial Appliance and who are attached to a station with this equipment.

6.6.4 The Minor Aerial Allowance set at Item 4 of Table 3 of Part C, per week, for Non-Officers and Officers who are qualified to operate a Minor Aerial Appliance and who are attached to a station with this equipment.

6.6.5 The Hazmat Allowance set at Item 5 of Table 3 of Part C, per week, for Non-Officers and Officers who are qualified for and attached to a Hazmat station within Sydney, Newcastle, Wollongong or the Central Coast.

6.6.6 The Communications Allowance set at Item 6 of Table 3 of Part C, per week, for Non-Officers who are qualified for and attached to the Communications sections at Sydney or Newcastle, which shall be paid for all purposes.

6.6.7 The Communications Allowance set at Item 7 of Table 3 of Part C, per week, for Officers who are qualified for and attached to the Communications sections at Sydney or Newcastle, which shall be paid for all purposes.

6.6.8 The Communications Allowance set at Item 8 of Table 3 of Part C, per week, for Senior Officers who are qualified for and attached to the Communications section at Sydney, which shall be paid for all purposes.

6.6.9 The Country Allowance set at Item 9 of Table 3 of Part C for Officers and Senior Officers who are attached to a station or workplace located outside the GSA and outside the areas specified in subclause 28.2.2 of this Award, which shall be paid for all purposes.

- 6.6.10 The Remote Area Allowance set at Item 10 of Table 3 of Part C, per week, for Non-Officers and Officers who are attached to a station at Broken Hill or Moree, which shall be paid for all purposes.
- 6.6.11 The Rescue Allowance set at Item 11 of Table 3 of Part C for Non-Officers and Officers who are recognised as qualified rescue operators by the State Rescue Board and who are attached to a Primary or Secondary Rescue station.
- 6.6.12 The Service Allowance set at Item 12 of Table 3 of Part C for Non-Officers who have completed the requisite period of service as an employee.
- 6.6.13 The Marine Allowance set at Item 13 of Table 3 of Part C, per week, for Non-Officers and Officers who are qualified for and attached to a designated marine station.

6.7 Exceptions, Explanations and Method of Adjustment

- 6.7.1 Subject to subclause 7.7, the allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) shall not be payable to the occupants of Operational Support positions.
- 6.7.2 The allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) shall be paid in full, regardless of the number of shifts actually worked by the employee within that week.
- 6.7.3 The term "attached to" within this Clause shall include employees who are permanently assigned to the relevant station or section but who are performing an Outduty at some other location and Relieving Employees whose base station is the relevant station or section and who are performing relief duty at some other location, but shall not include employees who perform duty at the relevant station or section pursuant to Clause 9, Overtime, except as provided for in subclauses 6.6.6, 6.6.7, 6.6.8, 6.6.9 and 6.6.10.
- 6.7.4 The allowances set at subclause 6.6.12 shall in future be adjusted by firstly calculating the increase for 5-10 years service to the nearest cent to arrive at a new base rate and then doubling that new base rate to arrive at the new 10-15 years service amount and tripling that new base rate to arrive at the new 15-plus years service amount.
- 6.7.5 The Major and Minor Aerial allowances set at subclauses 6.6.3 and 6.6.4 respectively, shall not be paid concurrently. In situations where both allowances would otherwise apply pursuant to this Clause, the Major Aerial Allowance only shall be paid.

6.8 Executive Officers

The salaries for Executive Officers are as specified in Table 1 of Part C, Monetary Rates. Such salaries are all incidence rates of pay and include compensation for:

- 6.8.1 the way in which ordinary hours are worked in terms of sub-clause 8.12;
- 6.8.2 the working of any excess hours or being on call; and
- 6.8.3 the non payment of an annual leave loading.

6.9 Provisions Applying to All Employees

- 6.9.1 Employees shall be paid fortnightly and payment shall be made into a bank account specified by the employee, or other financial institutions acceptable to the Department and the Union.
- 6.9.2 Employees shall be paid not later than Thursday in any pay week. Provided that Operational Firefighters who perform overtime shall be paid within two pay periods of the date upon which such overtime was worked.

6.10

6.10.1 An employee shall not be entitled to payment in respect of any unwarranted absence from duty or in respect of leave granted without pay.

6.10.2 Where any strike or stoppage of work occurs during a pay period for which payment has already been made, the Department shall deduct the amount overpaid from the wages of the employee. The provisions of subclause 6.16 shall not apply in cases where overpayments have occurred as a result of any strike or stoppage of work.

6.11 Unless as otherwise provided for in Clause 24, Special Leave for Union Activities, where an employee is, on application, granted leave by the Department to attend to Union business, all such leave shall be leave without pay.

6.12 Where the period of absence or leave under subclauses 6.10 and 6.11 of this clause, is a portion of a week, the amount to which an employee shall be disentitled shall be ascertained on an hourly basis. Such disentitlement shall be calculated to the nearest five minutes.

6.13 Where a portion of a week is worked in a higher classification immediately following promotion, payment for that portion shall be ascertained, on an hourly basis, by dividing the minimum rate of pay applicable to the new classification by forty. Such entitlement shall be calculated to the nearest five minutes.

6.14 In the event of the death of an employee, all monies due to the employee pursuant to the provisions of this Award shall be paid to the employee's estate.

6.15 Payroll Deductions:

6.15.1 Except as provided for in subclause 6.15.2, all salary deductions shall be made in accordance with the Treasury Guidelines.

6.15.2 Upon application by an employee, the Department shall make deductions from the employee's pay for Union subscriptions and shall forward the amount so deducted to the Union as soon as possible thereafter.

6.16 Overpayments:

6.16.1 In cases where an employee has been overpaid, the Department shall be entitled to recover such overpayment in full. Unless the employee agrees otherwise, the maximum rate at which the overpayment can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly pay.

6.16.2 In all cases where overpayments have occurred, the Department shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The Department will also advise the employee of the pay period from which the recovery of the overpayment is to commence.

6.16.3 The recovery rate of 10% of an employee's gross fortnightly pay referred to in subclause 6.16.1 may be reduced by approval of the Commissioner if the Commissioner is satisfied that such a rate of recovery would cause undue hardship to the employee concerned.

6.16.4 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 6.16.1, the Department 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.

7. Higher Duties

- 7.1 Subject to subclauses 7.2, 7.3, 7.4 and 7.7, an employee shall not be permitted to perform higher duties unless, firstly, the employee is qualified to perform such duties and, secondly, where a rank or classification structure applies, the employee is at the rank or classification immediately below the rank or classification of the position in which the relief is to be performed.
- 7.2 Where a Station Officer is temporarily absent (on leave or for any other reason), that Station Officer's position may be filled by a Leading Firefighter performing higher duties, provided that no absent Station Officer's position may be filled by a Leading Firefighter performing higher duties (either by election or direction) for more than 28 days of any such absence.
- 7.3 Where an Inspector (including an Operational Support Inspector) is temporarily absent (on leave or for any other reason), that Inspector's position may be filled by a Leading Station Officer performing higher duties, provided that no absent Inspector's position may be filled by a Leading Station Officer performing higher duties (either by election or direction) for more than 28 days of any such absence.
- 7.4 Leading Firefighters and Leading Station Officers may elect or be directed to temporarily perform higher duties in the circumstances described in subclauses 7.2 and 7.3 and subject to subclause 7.5, shall not perform higher duties otherwise.
- 7.5 The limitations of subclauses 7.2, 7.3 and 7.4 shall not apply where:
- 7.5.1 a vacancy in a Country position arises and is advertised in Commissioner's Orders pursuant to subclause 28.7 within 28 days of such vacancy occurring, in which case a Leading Firefighter or Leading Station Officer (as the case may be) may elect or be directed to perform the duties of the vacant position until the position is filled, or the expiration of three months, whichever occurs first.
- 7.5.2 a Leading Firefighter or Senior Firefighter successfully applies for a Country Officer position pursuant to subclause 28.7.2, in which case the Leading Firefighter or, subject to subclause 28.7.2.3, Senior Firefighter shall be transferred to that station/location and shall perform the duties of the vacant position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.8.2. An employee who ceases to be eligible for such promotion shall cease to hold that position and be transferred to the GSA.
- 7.5.3 a Leading Station Officer or Station Officer successfully applies for a Country Senior Officer position pursuant to subclause 28.7.3, in which case the Leading Station Officer or, subject to subclause 28.7.3.3, Station Officer shall be transferred to that station/location and shall perform the duties of the vacant position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.10.2. An employee who ceases to be eligible for such promotion shall cease to hold that position and be transferred to the GSA.
- 7.5.4 a Leading Station Officer or Station Officer successfully applies for an Operational Support Inspector's position pursuant to subclause 28.7.4, in which case the Leading Station Officer or Station Officer (as the case may be) shall be transferred to that station/location and shall perform the duties of the vacant Operational Support Inspector's position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.10.2. An employee who ceases to be eligible for such promotion shall cease to hold that position and, if located outside of the GSA, be transferred to the GSA.
- 7.6 For the avoidance of doubt, the intention of subclauses 7.2, 7.3, 7.4 and 7.5 is to ensure that Station Officer positions are ordinarily filled by employees holding the rank of Station Officer or Leading Station Officer, and that Inspector positions are ordinarily filled by employees holding the rank of Inspector.
- 7.7 An employee performing higher duties shall be paid the difference between the employee's usual rate of pay and the minimum rate of pay for the rank or classification in which the higher duties are performed.

- An employee who is ordinarily entitled to an allowance at subclause 6.6.3 to 6.6.13 (inclusive) shall continue to be paid such allowance while they are performing higher duties.
- 7.8 An employee performing higher duties who proceeds on any form of leave shall be paid during such leave at the employee's usual rate of pay and not at the rate of pay of the rank or classification in which the higher duties were being performed.
- 7.9 While a Senior Officer who relieves an Executive Officer shall be remunerated for the period of relief in terms of subclause 7.7, such employee shall, with the exception of provisions relating to hours of work and overtime, retain the conditions of employment applicable to a Senior Officer. In relation to hours of work and excess hours such an employee shall, for the period of relief, be covered by subclause 8.13 of Clause 8, Hours of Work.
- 7.10 In selecting employees to perform higher duties the following procedures shall apply:
- 7.10.1 Where the period of relief is to be less than one month, merit selection need not be applied. However, the Department shall have regard to the principles of equitably sharing career development opportunities.
- 7.10.2 Where the period of relief of an Executive Officer or an Operational Support position is one month or more and the need for the relief is known in advance, expressions of interest shall be called for and determined by merit selection.
- 7.10.3 Where the need for the relief of an Executive Officer or an Operational Support position is not known in advance, but it subsequently becomes known that the duration of the relief is anticipated to be for two months or more, the initial appointment shall be made in accordance with subclause 7.10.1. However, immediately following that initial appointment expressions of interest are to be called for and determined by merit selection.

8. Hours of Work

- 8.1 Subject to subclauses 8.2.2 and 8.2.3, the average ordinary working hours of Operational Firefighters shall be forty hours per week over the cycle of weeks for which the rosters of ordinary hours of duty and leave operate. All rosters include, in addition to the average forty ordinary hours per week, an average per week of two hours of thirty-eight hour week leave accrual which shall be accumulated and added to annual leave accrual and taken in accordance with Clause 17, Annual Leave.
- 8.2 Arrangement of Rosters
- 8.2.1 Subject to subclause 8.9, Operational Firefighters shall work the roster in operation at the station/location to which they are permanently attached and this roster shall be known as their default roster. No default roster shall allow rostered shifts in excess of fourteen hours duration. Any proposed change at any location from one roster system to another, or to a new roster system, shall only occur following consultation between the Department and the Union.
- 8.2.2 Operational Firefighters may, with the Department's agreement, elect to work alternative rosters to their default roster, provided that any such alternative roster:
- 8.2.2.1 must operate over an eight-week cycle and be drawn up and provided to both the Operational Firefighter and the Union not less than fourteen days prior to commencement;
- 8.2.2.2 must allow at least eight consecutive hours between the cessation of one rostered shift and the commencement of the next rostered shift;
- 8.2.2.3 must operate within the hours of the Operational Firefighter's default roster, provided that employees whose default roster is the Special Roster may apply to work alternative rosters that commence and cease up to two hours earlier or later than provided by the Special Roster.

- 8.2.2.4 must not allow split or broken shifts;
 - 8.2.2.5 must not allow a reduction in the minimum Operational Firefighter staffing required at the station/location in question;
 - 8.2.2.6 must not allow more than five days' work, or more than five rostered shifts, in any seven day period; and
 - 8.2.2.7 must not average more than forty two ordinary working hours per week over the eight-week cycle.
- 8.2.3 An Operational Firefighter who elects to work an alternative roster that allows fewer average ordinary working hours than allowed for by subclause 8.1 shall be paid and accrue leave on a pro-rata basis.
- 8.2.4 Notwithstanding anything to the contrary elsewhere in this Award, an Operational Firefighter who elects to work an alternative roster that allows one or more 24 hour shifts shall:
- 8.2.4.1 be paid the Relieving Allowance, if payable, twice for each rostered 24 hour shift so worked; and
 - 8.2.4.2 have any Outduty performed during a rostered 24 hour shift counted as two Outduties for the purposes of subclause 12.17; and
 - 8.2.4.3 have the period before a Stand By becomes an Outduty during a rostered 24 hour shift doubled, but only if the Stand By is performed to cover the absence of another employee who was rostered to work a 24 hour shift; and
 - 8.2.4.4 have any compassionate leave taken during a rostered 24 hour shift counted as two shifts for the purposes of subclause 18.1; and
 - 8.2.4.5 have any unsupported sick leave absence taken during a rostered 24 hour shift counted as two separate occasions for the purposes of subclause 23.8.
- 8.2.4a In all cases, the Relieving Allowance paid at subclause 8.2.4.1 and the Outduties and leave counted at subclauses 8.2.4.2, 8.2.4.4 and 8.2.4.5 shall not be paid or counted either less or more than twice during a 24 hour rostered shift.
- 8.2.5 Subject to subclause 8.2.6, the Department shall return an Operational Firefighter who is working an alternative roster to their default roster within fourteen days of receipt of a written request from the Operational Firefighter.
- 8.2.6 Where the Department's agreement to the working of an alternative roster was conditional upon one or more Operational Firefighters working an alternative roster in concert with each other and one or more of those Operational Firefighters submits a written request to return to their default roster, the Department:
- 8.2.6.1 shall return the Operational Firefighter(s) who requested to return to their default roster within 28 days; and
 - 8.2.6.2 shall notify the remaining Operational Firefighters, in writing, of that request within 7 days; and
 - 8.2.6.3 may return the Operational Firefighters to their default rosters not less than 21 days following their receipt of notification at subclause 8.2.6.2.

8.3 Standard 10/14 Roster System

	1st Week							2nd Week							3rd Week							4th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
A Hours	D	D	N	N				D	D	N	N				D	D	N	N				D	D	N	N			
B Hours	N	N					D	D	N	N				D	D	N	N				D	D	N	N				
C Hours					D	D	N	N					D	D	N	N					D	D	N	N				
D Hours		D	D	N	N				D	D	N	N					D	D	N	N				D	D			

	5th Week							6th Week							7th Week							8th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
A Hours					D	D	N	N					D	D	N	N					D	D	N	N				
B Hours			D	D	N	N				D	D	N	N				D	D	N	N								
C Hours	D	D	N	N				D	D	N	N				D	D	N	N										
D Hours	N	N					D	D	N	N				D	D	N	N				D	D	N	N				

8.3.1 The Standard 10/14 roster system is based on four platoons over an 8-week cycle.

8.3.2 The shifts within the Standard 10/14 roster cycle shall be as set out in the Table at subclause 8.3 where: D = 0800 hours to 1800 hours; and N = 1800 hours to 0800 hours.

8.4 Back to Back Roster System

	1st Week							2nd Week							3rd Week							4th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
E Hours	D	D	D	D				D	D	D	D				D	D	D	D				D	D	D	D			
F Hours					D	D	D	D					D	D	D	D					D	D	D	D				

	5th Week							6th Week							7th Week							8th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
E Hours					D	D	D	D					D	D	D	D					D	D	D	D				
F Hours	D	D	D	D				D	D	D	D				D	D	D	D				D	D	D	D			

8.4.1 The Back to Back roster is based on two platoons over an 8-week cycle.

8.4.2 The shifts within the Back-to-Back roster cycle shall be as set out in the Table at subclause 8.4 where: D = 0600 hours to 1800 hours.

8.5 Overlap Roster System

	1st Week							2nd Week							3rd Week							4th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
G Hours	D			D	D	D	D				D	D	D	D	D			D	D	D	D				D	D	D	D
H Hours					D	D	D	D			D	D	D	D					D	D	D	D						

	5th Week							6th Week							7th Week							8th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
G Hours	D			D	D	D	D				D	D	D	D	D			D	D	D	D				D	D	D	D
H Hours					D	D	D	D			D	D	D	D					D	D	D	D						

8.5.1 The Overlap roster system is based on two platoons over an 8-week cycle.

8.5.2 The shifts within the Overlap roster cycle shall be as set out in the Table at subclause 8.5 where:
D = 0700 hours to 1730 hours.

8.6 Special Roster System

8.6.1 The Special Roster System is a Monday to Friday day shift roster with the commencing and ceasing times for Monday to Thursday being 0800 hours to 1630 hours, respectively and for Friday 0800 hours to 1600 hours respectively.

8.7 Except for fire stations operating the Standard 10/14 roster system on the date of the making of this Award, the roster prescribed in subclause 8.3 of this clause shall not apply to fire stations which the Department determines shall be staffed by employees on a full-time basis for less than 168 hours per week and by Retained Firefighters for the balance of the week where the ordinary hours not exceeding 40 per week shall be worked as directed by the Department from time to time.

8.8 The average ordinary working hours of employees holding the classification of Recruit Firefighter shall be 40 hours per week. The rostered hours of work for Recruit Firefighters shall be arranged so that they shall not accrue 38 hour leave. The hourly rate of pay of an employee holding the classification of Recruit Firefighter shall be determined by dividing the weekly rate of pay for a Recruit Firefighter by 40.

8.9 Irrespective of which roster is for the time being applicable, the following general conditions shall apply:

8.9.1 In the event of an alarm, requiring any station to stand by or respond to an incident, being received at the station during roll call, the oncoming platoon shall, if required, respond to the incident. The off-going platoon shall remain on duty, if required, or until otherwise directed. Roll calls shall be conducted by the station bell being rung two minutes before rostered time to change shift.

8.9.2 The oncoming shift available in the station may attend roll call without any overtime penalty being incurred, but on completion of the roll call and the Officer-in-Charge being satisfied that there are adequate staff for the shift, the off-going shift shall then be dismissed.

8.9.3 No employee shall be charged with being absent from duty who misses the roll call at two minutes in the time set for the change of shift, provided that the employee is on station premises by the rostered time for the shift to commence. An employee retained beyond the ceasing time of the shift shall be paid overtime.

8.9.4 If, when the oncoming platoon reports at a station at the time prescribed for the change of shift, the other platoon is proceeding to or attending an incident or alarm, the oncoming platoon, if so ordered, shall after roll call, proceed to the incident and the Officer or senior members of the platoon shall report, without delay, the arrival of the platoon to the Officer-in-Charge of the incident. The off-going platoon shall remain on duty at the incident until relieved.

8.9.5 The Officer-in-Charge of the incident may, if in that Officer's judgment it is expedient, hold both the oncoming and off-going platoons for duty at the incident. If the off-going platoon is not held at the incident or is not detained at the incident for duty elsewhere, it shall report back to the station and shall remain available until the other platoon returns or until otherwise directed, when it shall be dismissed.

8.9.6 In the event of one or more members of the ongoing platoon being absent an equal number of members in the platoon on duty shall be liable to be detained on duty until such time as they may be relieved. Nothing herein contained shall be deemed to sanction an unauthorised absence or to relieve the absent member from a liability to be charged with being absent without leave and dealt with accordingly.

8.10 The rosters provide for an amount of residual leave of 7.25 hours per annum, which is to be credited as consolidated leave, on the anniversary of the employee's date of commencement of employment by the Department notwithstanding the provisions of subclause 8.8.

8.11 Employees shall not work in excess of sixteen (16) hours straight except in the case of a call to an incident or other emergency circumstances, or by agreement pursuant to subclause 8.12.

8.12 Employees may elect, but not be directed, to work in excess of sixteen (16) hours straight by way of overtime, an alternative roster or a change of shift agreement provided:

8.12.1 that such employees have the Department's approval to do so; and

8.12.2 that such employees have at least eight consecutive hours off duty between the cessation and recommencement of duty; and

8.12.3 that no employee shall be permitted to work in excess of twenty four (24) hours straight except in the case of a call to an incident or other emergency circumstances, or a staff shortage pursuant to subclause 8.9.6.

8.13 Executive Officers

Executive Officers shall work an average of forty ordinary hours per week on a flexible basis according to the needs of the organisation on any day of the week or at any time of the day.

8.14 Change of Shift Agreements

Notwithstanding anything to the contrary elsewhere within this Award, two or more Non-Officers, Officers or Senior Officers (as the case may be) may enter into a full or part change of shift agreement with each other subject to the following conditions:

8.14.1 Employees shall apply in writing at least 24 hours prior to performing a full or part change of shift. This application, which may provide for multiple and/or recurring changes of shift, shall include the number of hours, the relevant times and date(s) and the names and signatures of both the employee(s) seeking the change and the employee(s) who shall be working in their stead.

8.14.2 An approved change of shift agreement shall operate so that:

8.14.2.1 The employee who was originally rostered to work, but did not do so (Employee A) shall:

8.14.2.1.1 be paid the wages they would otherwise have been paid pursuant to subclause 6.2.1 for that shift or part shift; and

8.14.2.1.2 accrue the leave they would otherwise have accrued pursuant to Clauses 17, 20 and 23 for that shift or part shift; and

8.14.2.1.3 subject to subclauses 12.6 and 8.14.2.2.2, be paid the Relieving Allowance as if they had worked that shift or part shift.

8.14.2.2 The off-duty employee who works in Employee A's stead (Employee B) shall:

8.14.2.2.1 be recognised for and paid for all purposes other than those listed at subclauses 8.14.2.1 as if they had been rostered to work those hours, provided that any time so worked by Employee B in excess of Employee A's originally rostered hours will be paid as overtime pursuant to Clause 9; and

- 8.14.2.2.2 subject to subclause 12.6, be paid the Relieving Allowance provided: firstly; that Employee B shall always assume Employee A's base station for the purposes of Clause 12; and secondly; if Employee A and Employee B satisfy the requirements of subclause 12.6 then only Employee B shall be paid the Relieving Allowance and, if applicable, only Employee B shall be considered to have performed an Outduty.
- 8.14.2.3 Employees may take leave (including annual and long service leave) during an operative change of shift agreement but shall not be permitted to work a change of shift while on such leave. Such employees shall not be required to make alternative arrangements (which, if necessary, shall be made instead by the Department) in the event that they or any other employee who is party to that agreement takes leave, scheduled or otherwise.
- 8.14.2.4 If Employee A takes annual leave or long service leave during an operative change of shift agreement then Employee A shall have both the hours they were rostered to work and the change of shift hours they had agreed to work for any other employee(s) deducted from Employee A's annual leave balance or long service leave balance.
- 8.14.2.5 If Employee B works an agreed change of shift for Employee A while Employee A is on annual leave or long service leave then Employee A shall be credited with the same number of annual leave or long service leave hours as worked by Employee B for Employee A.
- 8.14.2.6 If Employee B takes any form of leave (including, for example, sick leave) when scheduled to work an agreed change of shift for Employee A then those leave hours shall be deducted (but not paid for) from Employees B's relevant leave balance.
- 8.14.3 Employees shall not be permitted to perform full or part changes of shift immediately prior to or following their own rostered shift unless that full or part change of shift is to be worked at the same station as that rostered shift.
- 8.14.4 An on duty employee who has arranged a part change of shift shall not be permitted to leave duty until properly relieved by the employee who has agreed to work in their stead.
- 8.14.5 If there is a call of fire or any other emergency that disturbs or prevents a previously arranged part change of shift, no arrangement shall be made, or be expected to be made, to recall another employee. Any inconvenience shall be borne by the employees concerned without redress.
- 8.14.6 The Department shall not refuse an application to perform a full or part change of shift without good and proper reason, but may cancel a previously approved change of shift on the same basis provided sufficient notice is given to the affected employees.
- 8.14.7 Subject to subclause 8.14.2.3, an employee who has entered into a change of shift agreement will remain bound by that agreement unless and until such time as the other employee(s) concerned agrees, in writing, to terminate that agreement, or a change of shift is cancelled by the Department pursuant to subclause 8.14.6.

9. Overtime

- 9.1 Subject to subclause 9.2, overtime shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter, provided that an employee who is required to work overtime shall be entitled to payment for at least 15 minutes of overtime on each occasion that the employee is called upon to work overtime. To avoid doubt, where work commences prior to the start of an employee's rostered shift and continues beyond the conclusion of that shift then the relevant rate of

pay shall be determined by having regard to the entire period of overtime worked, so that any and all overtime worked in excess of two hours is paid at the rate of double time.

- 9.2 Any time worked by an employee in excess of 24 consecutive hours shall be paid for at the rate of double time, regardless of that employee's roster.
- 9.3 For meal allowance entitlements where an employee works overtime, see Clause 10, Meals and Refreshments.
- 9.4 When it is reasonably necessary for an employee who has returned to the station either before or after the ceasing hour of the shift to clean up before leaving the station, and thereby justifiably leaves the station after the ceasing hour, the time so reasonably and necessarily occupied beyond the ceasing hour shall be paid for as overtime.
- 9.5 The hourly rate of pay for an employee in the classification of Firefighter, Qualified Firefighter, Senior Firefighter, Leading Firefighter, Station Officer, Leading Station Officer, Inspector, Operational Support Level 1, Operational Support Level 2 or Operational Support Inspector shall be ascertained for the purpose of this clause by dividing the employee's "Per Week" rate of pay by 41.75. The hourly rate of pay for an employee in the classification of Recruit Firefighter, Operational Support Level 2a or Operational Support Level 3a shall be ascertained for the purpose of this clause by dividing the employee's "Per Week" rate of pay by 40.
- 9.6 Recall to Incident
 - 9.6.1 An employee who is off duty and who is called upon, pursuant to subclause 9.6.2, to report for duty to attend an incident shall be entitled to a minimum payment equal to two hours at overtime rates.
 - 9.6.2 Notwithstanding anything elsewhere contained in this clause, in the case of an incident, all employees off duty shall be liable to be called upon to report for duty and if called upon shall report immediately for duty
 - 9.6.3 An employee who is on annual leave or long service leave and who reports for duty to attend an incident shall, in addition to payment pursuant to subclause 9.1, be credited with consolidated leave equal to the amount of time so worked.
 - 9.6.4 For meal allowance entitlements when the employee remains on duty for a period of four hours or more in connection with a recall pursuant to subclause 9.6.1, see Clause 10, Meals and Refreshments.
- 9.7 Recall to Maintain Required Staffing Levels
 - 9.7.1 An employee off duty who is required to report for duty for the purpose of maintaining required staffing levels shall, on so reporting, be entitled to a minimum payment equal to four hours at overtime rates.
- 9.8 Where an employee recalled pursuant to either subclauses 9.6.2 or 9.7.1:
 - 9.8.1 Is required to transport the employee's gear from the station/location at which the gear is located to another station/location in order to perform the duties of the recall, such employee shall be paid the Kilometre Allowance set at Item 2 of Table 3 of Part C, for the distance travelled on the forward journey between the two locations, provided that employees who are placed upon a transfer register pursuant to clause 28, Transfers Outside of the GSA, and are claiming residential priority shall instead be paid the Kilometre Allowance for the distance between the permanently staffed station closest to their primary residence and the station/location where the duties of the recall are to be performed.
 - 9.8.2 Is required to transport the employee's gear back to the station/location at which the gear was located because the Department is unable to do so, the employee shall also be entitled to be paid

kilometres equal to the forward journey at subclause 9.8.1. For the purpose of this subclause "distance travelled" means the agreed distance or, if the distance is not covered by a Matrix, the actual kilometres between the two stations/locations.

- 9.8.3 Incurs a toll as a consequence of using a bridge, tunnel or motorway when travelling to perform the recall, such employee shall be reimbursed for the cost of the toll.
- 9.9 On such nights as may be fixed by the Department or by the Commissioner on reasonable notice in the circumstances not exceeding two nights in any week, an employee shall work such overtime as is reasonably necessary for usual Brigade inspections, or for giving instructions to Retained Firefighters.
- 9.10 When overtime work is necessary it shall, except in the case of an emergency, be so arranged that employees have at least eight consecutive hours off duty between the work of successive shifts. Where an employee works so much overtime between the termination of the employee's ordinary work on any day or shift, and the commencement of the employee's ordinary work on the next day or shift, that the employee has not had at least eight consecutive hours off duty between these times, the employee shall be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 9.10.1 If on the direction of the employee's authorised supervisor, such employee resumes or continues work without having had such eight consecutive hours off duty, the employee shall be paid at the rate of double time until the employee is released from duty for such period, and the employee shall be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 9.10.2 Provided that while recalls shall be paid for at overtime rates in accordance with this Award, where the actual total time worked on a recall or recalls is less than 3 hours it shall not count for the purpose of determining whether an employee has had an eight hour break pursuant to this subclause.

10. Meals and Refreshments

- 10.1 Attendance at an Incident
- 10.1.1 For the purposes of this clause, an "incident" also includes hazard reduction or any similar situation where facilities comparable to those provided at fire stations are not available to partake of a meal.
- 10.1.2 Where an employee attends an incident which extends for two hours or more; Refreshments shall be provided no later than two hours after the start of the incident.
- 10.1.3 Where such an incident extends for four hours or more, the employee shall be provided with a Substantial Meal. After every subsequent four hours of attendance at such an incident, a further Substantial Meal shall be provided.
- 10.2 Payment in Lieu of the Provision of Refreshments/Meals
- 10.2.1 Where Refreshments are not provided in terms of subclause 10.1.2, the Refreshment Allowance set at Item 15 of Table 3 of Part C, shall be paid.
- 10.2.2 Where an Emergency Meal is supplied in lieu of a Substantial Meal, the Refreshment Allowance set at Item 15 of Table 3 of Part C, shall be paid.
- 10.2.3 Where a Substantial Meal or Emergency Meal is not provided in terms of subclause 10.1.3, the Meal Allowance set at Item 14 of Table 3 of Part C, shall be paid.

10.3 During Overtime

10.3.1 An employee who works overtime which:

- 10.3.1.1 involves the attendance at an incident shall be provided with refreshments/meals in terms of subclauses 10.1.2 and 10.1.3 or the payment in lieu thereof as prescribed in subclause 10.2;
- 10.3.1.2 does not involve attendance at an incident and is not a recall for the purpose of maintaining required staffing levels, shall, if such overtime extends for more than two hours, be paid the Meal Allowance set out at Item 14 of Table 3 of Part C. After every subsequent four hours of such overtime worked, the Refreshment Allowance set out at Item 15 of Table 3 of Part C, shall be paid.

10.4 Method of Payment and Calculation of Allowances in Lieu of Refreshments/Meals

- 10.4.1 The payments referred to in subclause 10.3.1.2 (only) shall, unless the Officer-in-Charge is not available to make such payment, be made prior to or at the cessation of the shift or overtime as the case may be. In cases where the Officer-in-Charge is not available to make payment, the employee shall be paid at the earliest opportunity thereafter.
- 10.4.2 The allowances referred to in this clause shall be calculated as follows:-
 - 10.4.2.1 The Meal Allowance at Item 14 of Table 3 of Part C, is the average, rounded to the nearest five cents, of the amounts prescribed for the overtime meal allowances for breakfast, lunch and dinner at Item 19 of Table 1 Part B of the Crown Employees (Public Service Conditions of Employment) Award 2002.
 - 10.4.2.2 The Refreshment Allowance in Item 15 of Table 3 is half, rounded to the nearest five cents, of the Meal Allowance in Item 14 of Table 3 of Part C.
 - 10.4.2.3 The amounts specified in 10.4.2.1 and 10.4.2.2 shall be adjusted on 1 July in line with the corresponding reasonable allowance amount for overtime meals for the appropriate financial year as published by the Australian Taxation Office (ATO).

11. Transport

- 11.1 Where an employee has been rostered for duty and works from 0800 hours to 1800 hours and is retained on overtime and ceases duty after 2000 hours and public transport or other normal means of transport is not reasonably available, arrangements may be made by the Department to provide transport (by taxi or otherwise) to ensure that the employee obtains reasonable transport home.

12. Relieving Provisions

- 12.1 The provisions of this clause shall only apply to:
 - 12.1.1 Relieving Employees, as defined in Clause 4, when such employees work a rostered shift at either the employee's base station/location or performs a relief duty at another station/location; and
 - 12.1.2 Other employees when such employees perform an "Outduty", as defined in Clause 4.
- 12.2 Relieving Employees shall be assigned to a base station/location which, as far as is practicable having regard to the Department's operational requirements, is in the employee's stated preferred Zone, or in the Zone closest to the employee's residence.
- 12.3 Relieving Employees shall report for duty at their base station/location unless otherwise directed.

12.4 Subject to the exceptions in subclause 12.4.1, employees cannot be directed to perform relief duty outside the Fire District to which they are attached.

12.4.1 Exceptions

12.4.1.1 Relieving Employees (pursuant to subclause 12.1.1);

12.4.1.2 Employees (pursuant to subclause 12.1.2) who are placed upon a transfer register pursuant to clause 28, Transfers Outside of the GSA, and are claiming residential priority may be directed to relieve in an area to which that transfer register applies.

12.5 Notwithstanding the provisions of subclause 12.4, any employee may elect to perform relief duty outside the Fire District to which they are attached.

12.6 Relieving Allowance

12.6.1 The Relieving Allowance set at Item 16 of Table 3 of Part C shall be paid to:

12.6.1.1 a Relieving Employee for each rostered shift worked by the employee at the employee's base station and, except as provided for by subclause 12.6.2 or as otherwise provided by this Award, for each rostered shift on which the employee performs a relief duty at another station/location.

12.6.1.2 other employees on each occasion, except as provided for by subclause 12.6.2 or as otherwise provided by this Award, when such employees perform an Outduty in terms of subclause 12.1.2.

12.6.2 Unless otherwise provided in this Award, the Relieving Allowance prescribed in subclause 12.6.1 shall not be paid to either a Relieving Employee (or other employee pursuant to subclause 12.1.2) in cases where the employee is compensated for excess travelling time and/or payment for travel/accommodation expenses in accordance with the provisions of Clause 26, Travelling Compensation.

12.7 Unless specifically provided for elsewhere in this clause, when a Relieving Employee (or other employee pursuant to subclause 12.1.2) is required to perform relief duty on a rostered shift at another station/location:

12.7.1 included within a Matrix and for which an agreed distance therefore exists, the employee shall be entitled to, in addition to the relieving allowance, payment of the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for that agreed distance.

12.7.2 not included within a Matrix or where the base station/location and other stations/locations are in separate Matrices and therefore not covered by subclause 12.7.1:

12.7.2.1 with prior notice, the employee shall be entitled to payment of:

12.7.2.1.1 the Relieving Allowance; and

12.7.2.1.2 if required to transport the employee's gear in order to perform the relief duty, the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the distance travelled on the forward journey from the station/location at which the gear is located to the relief station/location; and

12.7.2.1.3 for travel other than for the transport of the employee's gear, the Kilometre Allowance set out at Item 2 of Table 3 of Part C for any excess distance travelled. For the purposes of this subclause, excess distance shall be any distance actually and reasonably travelled by the employee to the relief station/location in excess of that normally travelled by the employee to report for duty at the employee's base station/location; and

- 12.7.2.1.4 if the Department is unable to transport the employee's gear back to the station/location at which the gear was located, the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the return kilometres equal to the forward journey.
 - 12.7.2.2 without prior notice, the employee shall be entitled to, in addition to the relieving allowance, payment of the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the distance actually travelled.
 - 12.7.2.3 For the purpose of this subclause "prior notice" means notice given whilst the employee was on duty, either during their rostered hours of work or whilst on overtime.
 - 12.7.2.4 For the purposes of subclauses 12.7.2.1.2 and 12.7.2.1.4 only, if an employee elects to perform relief duty outside of the fire district to which they are attached then the employee's base station/location shall be the closest permanently staffed station to their primary residence.
 - 12.7.2.5 the provisions of subclause 12.7.2.1 are to be read in conjunction with the provisions of subclause 12.8.
- 12.8 If, in a particular case, an employee considers that the presumed "no disadvantage" envisaged in the provisions of 12.7.2.1 is in fact not the case, the employee may submit a claim for the total compensation that the employee considers to be reasonable in the circumstances. All such claims must be supported with written reasons.
- 12.9 For the purpose of this Clause, "distance" shall mean the agreed return distance prescribed between two stations/locations in a Matrix. Each Matrix shall stand alone for the purpose of calculating the relevant distance. If the distance between two stations/locations is not prescribed in a Matrix, then "distance" shall mean the actual distance necessarily and reasonably travelled.
- 12.10 The parties acknowledge that the majority of the distances contained in the Matrices have been calculated using an electronic measuring device. In the event that a discrepancy is identified, the distance in question shall first be rechecked using the electronic measuring device. If the discrepancy still exists then the distance in question shall be checked using, if practicable, a motor vehicle, and if not, some other method agreed to by the Department and the Union.
- 12.10.1 If a distance in the Matrices is found to be incorrect, then a new agreed distance will be determined. Any new distance and its effective date will be published in the next available Commissioner's Orders.
 - 12.10.2 In cases where the corrected distance is more than that shown in the Matrices, it will take effect from the beginning of the pay period in which the discrepancy was first notified in writing by an employee.
 - 12.10.3 In cases where the revised distance is less than that contained in the Matrices, the new distance will operate prospectively from the beginning of the first pay period to commence on or after the date that the new distance is published in Commissioner's Orders.
- 12.11 Multiple Reliefs During a Rostered Shift.
- 12.11.1 Where a Relieving Employee (or other employee pursuant to subclause 12.1.2) performs relief duties during a rostered shift at more than one station/location, payment shall be made for kilometres for the forward journey/journeys between the station at which duty commenced and the subsequent station/s and between the station at which duty ceased and the station at which duty commenced. Provided that this provision shall not reduce any entitlement that the employee may have in relation to commencing duty at the station at which duty commenced.

- 12.11.2 The provisions of subclause 12.11.1 shall not apply in cases where the provisions of Clause 26, Travelling Compensation, apply.
- 12.12 Provision of Transport
- 12.12.1 Where a Relieving Employee (or other employee pursuant to subclause 12.1.2) is directed without prior notice after the commencement of a rostered shift, to perform relief duty at another station/location, the employee may request the provision of transport by the Department.
- 12.12.2 Where an employee requests the provision of transport in terms of subclause 12.12.1, the employee shall be entitled to the following provisions. Apart from these provisions, no other provisions of this clause shall apply.
- 12.12.2.1 Payment of the Relieving Allowance.
- 12.12.2.2 Except if the employee makes an election in terms of subclause 12.12.2.3, the employee shall be entitled to transport back to the station/location at which duty commenced and to travelling time as prescribed in Clause 26, Travelling Compensation, for the time actually taken, from the completion of duty, to return to the station at which duty commenced.
- 12.12.2.3 Where an employee elects to return to the station/location after completion of duty to the station at which duty commenced by the employee's own means, the employee shall be entitled to be paid the Kilometre Allowance set at Item 2 of Table 3 of Part C, for half the distance prescribed in the relevant Matrix. If no distance is prescribed, the distance shall be the actual distance necessarily and reasonably travelled by the employee to return to the station at which duty commenced.
- 12.13 Where a Relieving Employee (or other employee pursuant to subclause 12.1.2) incurs a toll as a consequence of using a bridge, tunnel or motorway when travelling to perform a relief duty, such employee shall be reimbursed for the cost of the toll.
- 12.14 A Relieving Employee (or other employee pursuant to subclause 12.1.2), who is directed to perform a relief duty on a rostered shift at a station/location which requires the employee to reside at a place other than the employee's residence, shall be entitled to the relevant provisions of Clause 26, Travelling Compensation, in lieu of the provisions of this clause.
- 12.15 Where a Relieving Employee (or other employee pursuant to subclause 12.1.2) performs a relief at a station/location which, under normal circumstances would not require the employee to reside at a place other than the employee's residence, but because of special circumstances the employee is given approval by the Department for accommodation in order to have sufficient rest before returning home, the employee shall be entitled to the following:
- 12.15.1 Appropriate accommodation provided or arranged by the Department.
- 12.15.2 Retention of the Relieving Allowance.
- 12.15.3 With the exception of travelling time and costs for travel, the relevant provisions of Clause 26, Travelling Compensation.
- 12.15.4 The Kilometre Allowance set at Item 2 of Table 3 of Part C, as if the employee had not stayed in the accommodation.
- 12.16 The Relieving Allowance set at Item 16 and the Kilometre Allowance set at Item 2 of Table 3 of Part C, include compensation for excess travelling time and the cost of excess travel to and from the station/locations at which relief duties are performed on a rostered shift.

12.17 Performance of Outduties.

12.17.1 An employee cannot be directed to perform more than twelve (12) Outduties in any Calendar year, unless the employee is a Leading Station Officer who is performing higher duties pursuant to Clause 7.

12.17.2 Notwithstanding the provisions of subclause 12.17.1, an employee may elect to perform more than twelve (12) Outduties in any Calendar year.

12.18 The provisions of this clause do not apply in cases where an employee acts up in a position following an expression of interest pursuant to subclause 7.10.2 or where an employee acts up as an Executive Officer, or where an employee, not being a Relieving Employee, acts up at the employee's base station/location.

12.19 Unless specifically provided for by this Clause, the provisions of Clause 12, Relieving Provisions and Clause 26, Travelling Compensation, shall be mutually exclusive. That is, an employee shall be entitled to claim, in relation to a particular situation, under either Clause 12, or Clause 26, shall not be entitled to claim under both.

12.20 Notwithstanding subclause 12.19, a relieving employee who:

12.20.1 is directed to perform relief duty outside the fire district to which they are attached and who is entitled to claim the provisions of subclause 26.3.1; and/or

12.20.2 is directed to perform overtime at a temporary work location before the normal commencing time of their rostered shift and who is entitled to claim the provisions of subclause 26.3.1.1;

shall be paid such entitlements and retain the entitlements of Clause 12.

12.21 Where an employee is required to use the employee's private vehicle to perform a Stand By, compensation shall only be in terms of subclause 6.6.2.1.

12a. Interstate and International Deployments

12a.1 Subject to subclause 12a.2, the provisions of this Clause shall apply to employees who are invited and who elect to respond to an extended interstate or international emergency as part of a deployment.

12a.2 In the case of routine cross-border incidents and/or interstate or international deployments of less than 48 hours and/or direction to respond to an interstate or international emergency, employees shall remain entitled to the general provisions of this Award and the special provisions of this Clause shall not apply.

12a.3 Employees shall be paid for travelling time to and from the emergency:

12a.3.1 on the day of departure until midnight Sydney time, in accordance with Clause 26, provided that subclauses 26.1.4, 26.1.7 and 26.2 shall not apply; and

12a.3.2 on any day between the day of departure to and the day of return from the deployment, in accordance with subclause 12a.4.2; and

12a.3.3 on the day of return, in accordance with Clause 26, provided that subclauses 26.1.4, 26.1.7 and 26.2 shall not apply.

12a.4 Employees shall be paid for work performed:

12a.4.1 on the day of departure until midnight Sydney time, at single time during their rostered hours of work pursuant to Clause 8, and at overtime rates otherwise; and

12a.4.2 for each day between the day of departure to and the day of return from the deployment, all time at single time, provided that:

12a.4.2.1 employees shall receive a minimum payment for each day equal to 16 hours per day, regardless of the hours actually worked; and

12a.4.2.2 any time actually worked at the direction of an employee's authorised supervisor in excess of 16 hours shall be paid at double time; and

12a.4.2.3 employees on double time pursuant to subclause 12a.4.3.2 who resume or continue work without having had 8 consecutive hours off duty shall continue to be paid at the rate of double time until released from duty for such period, and such employees shall be entitled to remain off duty for eight consecutive hours without loss of pay at subclause 12a.4.3.1; and

12a.4.3 from midnight Sydney time on the day of return, at single time during their rostered hours of work pursuant to Clause 8, and at overtime rates otherwise.

12a.5 Accommodation for Interstate Deployments

12a.5.1 Employees on interstate deployment who are not provided with accommodation of a standard comparable to that required in NSW shall be paid the relevant accommodation allowance set at Item 7 of Table 4 of Part C or, if the deployment location is not listed in Table 4, the reasonable accommodation allowance for that location as published by Australian Taxation Office (ATO).

12a.5.2 Employees who are provided with accommodation shall be paid the Incidental Expenses Allowance set at Item 8 of Table 4 of Part C, for each day of attendance.

12a.6 Meals for Interstate Deployments

12a.6.1 Employees on interstate deployment shall be provided with substantial meals for breakfast, lunch and dinner throughout the period of deployment.

12a.6.2 For each meal not provided in accordance with subclause 12a.6.1, the Meal Allowance set at Item 14 of Table 3 of Part C shall be paid.

12a.6.3 Where employees are required to work between the meals provided for in subclause 12a.6.1, such employees shall be entitled to the refreshments and meals prescribed by subclause 10.1.

12a.7 Deployment Allowance for International Deployments

Employees on international deployment shall be paid the Deployment Allowance set at Item 17 of Table 3 of Part C for each calendar day, or part thereof, from the day of departure until the day of return, inclusive.

12a.8 Additional Provisions

12a.8.1 While interstate or international deployment does not in itself attract the relieving allowance, a Relieving Employee shall continue to be paid the relieving allowance for those days on which the Relieving Employee would normally have been rostered for duty.

12a.8.2 An employee in receipt of any of the allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) immediately prior to their deployment shall continue to be paid those allowances.

- 12a.8.3 An employee who was performing higher duties immediately prior to their deployment shall continue to be paid at that rate of pay of the rank or classification in which the higher duties were being performed.
- 12a.8.4 Any time worked pursuant to subclause 12a.4.2 shall only be compensated for by subclause 12a.4.2, provided that an employee shall continue to accrue leave as if they had worked their rostered hours of work pursuant to Clause 8.
- 12a.8.5 The provisions of subclause 6.8 notwithstanding, the Commissioner may approve an additional payment for an Executive Officer who, while on interstate or international deployment, worked additional hours to those contemplated by subclause by 6.8.2.
- 12a.8.6 Any stand off period shall be determined by the Commissioner having regard to each employee's actual hours of work prior to and during their deployment, and to their rostered hours of work following their deployment. Employees who are granted stand off time shall do so without loss of pay for ordinary working time during such absence.

13. Progression and Promotion Provisions

13.1 This clause prescribes:

13.1.1 progression and promotion provisions, and;

13.1.2 the constitution and operation of the Training Review Committee.

Progression and Promotion Provisions

13.2 All employees shall commence and remain on probation until the expiration of six weeks following their progression to Firefighter and shall thereafter be required to satisfy and maintain the competencies specified, by the Commissioner on the advice of the Training Review Committee, for the classification to which they are appointed.

Recruit Firefighter to Firefighter

13.3 Progression from Recruit Firefighter to Firefighter shall be subject to the satisfactory completion of the training and/or training competencies undertaken at the Fire and Rescue NSW Training College and specified, by the Commissioner on the advice of the Training Review Committee, for progression to Firefighter.

Firefighter to Qualified Firefighter

13.4 Progression from Firefighter to Qualified Firefighter shall be subject to twenty four (24) months service from the date of commencement as a Recruit Firefighter and the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Qualified Firefighter.

13.5 Progression to Qualified Firefighter is a mandatory achievement required for all Firefighters. Failure to achieve progression to this classification within a reasonable time will result in the employee being considered unsuitable for continued employment, and the employment of such an employee will be terminated accordingly. In such circumstances, the Department will advise the Union that the services of the employee are to be terminated.

Qualified Firefighter to Senior Firefighter

13.6 Progression from Qualified Firefighter to Senior Firefighter shall be subject to at least seventy two (72) months service from the date of commencement as a Recruit Firefighter and the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Senior Firefighter.

Senior Firefighter to Leading Firefighter

- 13.7 Progression from Senior Firefighter to Leading Firefighter shall be subject to the satisfactory completion of the Leading Firefighter Program specified by the Commissioner on the advice of the Training Review Committee.
- 13.7.1 Applications for Leading Firefighter Program positions shall be called for from eligible applicants in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number and location of Leading Firefighter Program positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the Department.
- 13.7.2 An eligible applicant for the purposes of subclauses 13.7.1 and 13.7.3 shall be a Senior Firefighter who: firstly, has completed at least twenty four (24) months service with Fire and Rescue NSW at Senior Firefighter rank as of the closing date for applications; secondly, has already taken the tests referred in subclause 13.7.3; and thirdly, is permanently attached to a station within the Transfer Register area in which the Leading Firefighter Program position is available. For the purposes of subclause 13.7 only, the GSA shall be considered a Transfer Register area and a permanent occupant of an Operational Support position (an Operational Support applicant) shall be considered to be permanently attached to a station within the GSA regardless of their actual work location.
- 13.7.3 The successful applicants for Leading Firefighter Program positions shall be determined by order of the results achieved by eligible applicants in tests specified by the Commissioner following consultation between the Department and the Union. The Department shall accept the same number of eligible applicants as there were positions advertised for that location in accordance with subclause 13.7.1, provided that for each Operational Support applicant who is initially accepted the Department shall also accept one further non-Operational Support applicant, so that the final number of non-Operational Support applicants accepted within the GSA shall be equal to the number of positions advertised.
- 13.7.4 Senior Firefighters accepted onto the Leading Firefighter Program who subsequently fail to satisfactorily complete the Program within a reasonable time shall be removed from the Program and shall not be readmitted to the Program unless and until such time as they successfully re-apply pursuant to subclauses 13.7.1, 13.7.2 and 13.7.3.

Leading Firefighter to Station Officer

- 13.8 Promotion from Leading Firefighter to Station Officer shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union and shall be subject to successful application for an advertised Station Officer vacancy and the subsequent satisfactory completion of the Station Officer Program specified by the Commissioner on the advice of the Training Review Committee.
- 13.8.1 Subject to subclause 28.7, applications for promotion to Station Officer shall be called for from Leading Firefighters with at least twelve (12) months service with Fire and Rescue NSW at that rank as of the closing date for applications, in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number (and, if located outside of the GSA and Regional Transfer Register areas listed at subclause 28.2.2, both the number and the location) of Station Officer positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the Department.
- 13.8.2 Leading Firefighters who successfully apply pursuant to subclause 13.8.1 (or Senior Firefighters who successfully apply pursuant to subclause 28.7.2) and who subsequently fail to satisfactorily complete the Station Officer Program within a reasonable time shall be removed from the Program and shall cease to be eligible for such promotion. Nothing shall prevent such employees from re-applying pursuant to subclause 13.8.1.

Station Officer to Leading Station Officer

- 13.9 Progression from Station Officer to Leading Station Officer shall be subject to the satisfactory completion of the Leading Station Officer Program specified by the Commissioner on the advice of the Training Review Committee and, in the case of a Station Officer who is a permanent occupant of an Operational Support Level 1 or Level 2 position or who applies pursuant to subclause 13.9.2.1.2, transfer to a station within the GSA.
- 13.9.1 Applications for Leading Station Officer Program positions shall be called for from eligible applicants in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number and location of Leading Station Officer Program positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the Department.
- 13.9.2 An eligible applicant for the purposes of subclauses 13.9.1 and 13.9.3 shall be a Station Officer who has completed at least twelve (12) months service with Fire and Rescue NSW at Station Officer rank as of the closing date for applications, provided that:
- 13.9.2.1 if the Leading Station Officer Program position available is located within the GSA, the applicant must also be either:
- 13.9.2.1.1 permanently attached to a station within the GSA; or
- 13.9.2.1.2 permanently attached to a station located both outside of the GSA and outside of a Regional Transfer Register Area; or
- 13.9.2.1.3 the permanent occupant of an Operational Support position; or
- 13.9.2.2 if the Leading Station Officer Program position available is located outside of the GSA but within a Regional Transfer Register Area, the applicant must also be permanently attached to a station within that Regional Transfer Register area; or
- 13.9.2.3 if the Leading Station Officer Program position available is at a Country Officer station (as defined by subclause 28.7.2.1) and there is no Station Officer vacancy at that station, the applicant must also be permanently attached to that station.
- 13.9.3 The successful applicants for a Leading Station Officer Program position shall be selected from the eligible applicants using the selection process specified by the Commissioner following consultation between the Department and the Union. The Department shall accept the same number of suitable eligible applicants as there were positions advertised for that location in accordance with subclause 13.9.1.
- 13.9.4 Station Officers accepted onto the Leading Station Officer Program who subsequently fail to satisfactorily complete the Program within a reasonable time shall be removed from the Program and shall not be readmitted to the Program unless and until such time as they successfully re-apply pursuant to subclauses 13.9.1, 13.9.2 and 13.9.3.

Leading Station Officer to Inspector

- 13.10 Promotion from Leading Station Officer to Inspector shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union and shall be subject to successful application for an advertised Inspector vacancy and the subsequent satisfactory completion of the Inspector Program specified, by the Commissioner on the advice of the Training Review Committee.
- 13.10.1 Subject to subclause 28.7, applications for promotion to Inspector shall be called for from Leading Station Officers with at least twelve (12) months service with Fire and Rescue NSW at that rank as of the closing date of applications, in Commissioner's Orders, with the closing dates of applications to follow four weeks thereafter. The number (and, if

located in areas outside of the GSA and the Newcastle, Central Coast and Illawarra Transfer Register areas, both the number and the location) of Inspector and/or Operational Support Inspector positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the forward planning needs of the Department.

- 13.10.2 Leading Station Officers who successfully apply pursuant to subclause 13.10.1 (or Station Officers who successfully apply pursuant to subclause 28.7.3 or 28.7.4) and who subsequently fail to satisfactorily complete the Inspector Program within a reasonable time shall be removed from the Program and shall cease to be eligible for such promotion. Nothing shall prevent such employees from re-applying pursuant to subclause 13.10.1.

Inspector to Superintendent

- 13.11 Promotion from Inspector to Superintendent shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union.

Chief Superintendent

- 13.12 Promotion from Inspector or Superintendent to Chief Superintendent shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union.

General Provisions

- 13.13 While the progression/promotion provisions specified in this clause refer to minimum periods of service as one of the requirements for such progression/promotion, the Department and the Union acknowledge and accept that:

13.13.1 as the competency standards/levels required by Fire and Rescue NSW are determined and established for each classification, the requirement for minimum periods of service may, on specification by the Commissioner following consultation between the Department and the Union in each case, no longer apply.

13.13.2 the competency standards/levels required by Fire and Rescue NSW for each classification shall be those as determined from time to time by the Commissioner on the advice of the Training Review Committee.

13.13.3 an employee with prior employment in the firefighting industry may apply to have the minimum periods of service required for their progression to Qualified Firefighter and/or to Senior Firefighter reduced. The extent of any reduction, which shall not be retrospective, shall be determined by the Commissioner after taking into account all of the circumstances of the employee's prior employment.

- 13.14 In all cases, progression/promotion shall, in addition to the provisions specified for such progression/promotion, also be subject to satisfactory service.

- 13.15 The date that an employee satisfactorily completes the required training and/or training competencies shall be the date that the employee applied to be assessed and not the actual date of their assessment. Where an employee is assessed as not yet competent in any of the required training and/or training competencies then, provided the firefighter requests re-assessment within one month of the 'not yet competent' assessment, the date of satisfactory completion will be set back by one month after the date the firefighter first applied to be assessed.

- 13.16 The reference to "reasonable time" in subclauses 13.5, 13.7.4, 13.8.2, 13.9.4 and 13.10.2 means, in each instance, a period in excess of twelve (12) months. The excess time to be allowed shall be determined by the Commissioner after taking into account all of the circumstances of the case of the employee concerned.

Training Review Committee (TRC)

- 13.17 The TRC shall provide advice to the Commissioner on an effective and equitable system of training in Fire and Rescue NSW using the principles of Competency Based Training.
- 13.18 The structure of the TRC will consist of 3 representatives of the Department and 3 representatives of the Union.
- 13.19 The Chairperson of the Committee will alternate every 12 months between a nominee of the Department and the Union.
- 13.20 The role of the TRC will include (but not be limited to):
- 13.20.1 advising on the further development of training throughout Fire and Rescue NSW;
 - 13.20.2 advising on the implementation of a Competency Based Training regime throughout Fire and Rescue NSW;
 - 13.20.3 considering Recognised Prior Learning (RPL) policy generally and in particular, the consideration of individual applications for RPL.
- 13.21 Procedure
- 13.21.1 The TRC will meet at least once every four weeks, or as otherwise agreed between the parties;
 - 13.21.2 Members who are on shift on the day of the meeting will be released from day to day operations, except in the event of an incident or other emergency circumstances, for the purposes of fulfilling the above roles;
 - 13.21.3 The TRC will be adequately resourced by the Department so that it can effectively fulfil the above roles.
- 13.22 The Commissioner is not bound to accept the advice of the TRC and may act independently of the TRC to implement changes to training, competencies and other matters covered by Clause 13 within Fire and Rescue NSW provided that notice of any such decision to implement change is notified in accordance with clause 36.6 in which case clauses 36.7 to 36.9 inclusive shall apply.

14. Operational Support Positions

Establishment of Operational Support Positions

- 14.1 Operational Support positions shall be identified and established as such by the Commissioner.
- 14.2 The format and content of each Position Description referred to in subclause 14.4 shall be determined by the Commissioner, but shall include, for each position:
- 14.2.1 Title;
 - 14.2.2 Statement of duties;
 - 14.2.3 Essential qualifications, which shall for all Operational Support Level 1 and Level 2 positions include at least forty eight (48) months service from the date of commencement as a Recruit Firefighter;
 - 14.2.4 Hours of work, specifying which roster is to be worked pursuant to Clause 8 of this Award; and

- 14.2.5 Operational Support classification, either Level 1 or Level 2 or Inspector, which shall be determined by the Commissioner following consultation with the Union.
- 14.3 A copy of each proposed new or varied Position Description will be forwarded to the Union which may elect to provide a response within 14 days, and the Commissioner shall take any response into account before making a determination. Subject to any orders of the Industrial Relations Commission, a new or varied Position Description will take effect 7 days following written notification to the Union of the Commissioner's determination.
- 14.4 A register of established Operational Support Position Descriptions shall be maintained by both parties. Once established, Position Descriptions may only be varied by the Commissioner, subject to 14.2 and 14.3.

General Conditions for Operational Support Positions

- 14.5 Appointment to Operational Support positions will be determined by merit selection and will be subject to the occurrence of a vacancy. Applications for Operational Support positions shall be called for from eligible employees in Commissioner's Orders, with the closing date of applications to follow four weeks thereafter.
- 14.6 Subject to subclause 14.11, the rates of pay for employees occupying Operational Support positions are as specified in Table 2 of Part C, Monetary Rates.
- 14.7 Unless expressly provided elsewhere within this Award, the general conditions of employment for occupants of Operational Support positions shall be the same as those applying to Operational Firefighters generally pursuant to subclauses 1.4 and 1.5 of this Award.
- 14.8 Time spent in an Operational Support position shall count for the minimum periods of service required by Clause 13 Progression and Promotion.
- 14.9 Occupants of Operational Support positions who are temporarily directed to undertake operational firefighting duties and/or attend an incident in the capacity of their substantive operational rank, not their Operational Support position, shall continue to be paid at their Operational Support position's rate of pay.
- 14.9a Occupants of Operational Support positions who request and who are permitted to temporarily resume operational firefighting duties shall revert to, and be paid at the rate of, their substantive operational rank for the duration of such resumption. Provided that this subclause shall not apply in the case of interstate and international deployments pursuant to Clause 12a.
- 14.10 Occupants of Operational Support Level 1, Level 2, Level 2a and Level 3a positions may with twenty eight days notice elect to relinquish their Operational Support position and resume operational firefighting duties at their substantive rank.
- 14.11 Urban Search and Rescue Training (only) may be delivered by "casual" instructors, who will be paid at the Operational Support Level 2 rate of pay (plus applicable allowances) while performing USAR instructor duties and at their substantive rank's rate of pay (plus applicable allowances) at all other times.
- 14.12 The classification of Operational Support Level 3 was reclassified as Operational Support Inspector on 14 November 2014, with future vacancies being restricted to applications from employees holding the rank of Leading Station Officer or Inspector, or otherwise in accordance with subclause 28.7.4.
- 14.13 The classifications of Operational Support Levels 2 and 3 were reclassified for occupants of these positions on 14 November 2014 (only) as Operational Support Levels 2a and 3a.
- 14.14 The occupants of Operational Support Level 2a positions shall remain in place and continue to receive the Operational Support Level 2a rate of pay specified at Table 2 of Part C unless and until:

- 14.14.1 they voluntarily cease to occupy that position; or
 - 14.14.2 they are promoted to either Station Officer or Inspector and elect to remain in place, in which case they shall be reclassified as, and paid at the rate of, Operational Support Level 2; or
 - 14.14.3 they are demoted or cease employment.
- 14.15 The occupants of Operational Support Level 3a positions shall remain in place and continue to receive the Operational Support Level 3a rates of pay specified at Table 2 of Part C unless and until:
- 14.15.1 they voluntarily cease to occupy that position; or
 - 14.15.2 they are promoted to Inspector and elect to remain in place, in which case they shall be reclassified as, and paid at the rate of, Operational Support Inspector; or
 - 14.15.3 they are demoted or cease employment.
- 14.16 The occupant of an Operational Support Level 2a or Level 3a position who involuntarily ceases to hold that position because the position is deleted or because its Position Description is varied to the extent that the position is effectively deleted, shall continue to receive the Operational Support Level 2a or Level 3a rate of pay specified at Table 2 of Part C until the expiration of 12 months, or until they otherwise become entitled to a higher rate of pay, or until they cease employment, whichever occurs first.

15. Training and Staff Development

- 15.1 Employees covered by this Award will complete appropriate training, as specified by the Commissioner from time to time, to improve the productivity and efficiency of the Department's operations.
- 15.2 The appropriate competencies based on relevant skills and qualifications requirements as specified by the Commissioner for each classification level, shall be progressively implemented and shall be subject to an ongoing process of review and evaluation.
- 15.3 Upon request, the Department will consider an application by an employee to attend a course which is appropriate, relevant and recognised by the Department but is not essential for promotion. If approval is granted by the Department for the employee to attend such a course, the employee shall be entitled to the provisions of Clause 16 of this Award.

16. Training Course Attendance Entitlements

- 16.1 The provisions of this Clause shall apply to employees who participate, with Departmental approval, in training programs, examinations or assessments conducted by, on behalf of, or approved by the Department. For the purposes of this Clause, references to "training" or "course" shall be taken to include such examinations or assessments.
- 16.2 Accommodation
 - 16.2.1 The Commissioner (or delegate) shall approve appropriate accommodation for an employee, if it can be demonstrated that an unreasonable amount of travelling time and/or distance is involved when travelling to and from the employee's residence to the training venue.
 - 16.2.2 Where an employee attends a course within the Greater Sydney Area (GSA), and if the travelling time to and from the training venue exceeds two (2) hours each way (by the approved mode of transport) or if the return distance from the employee's residence to the training venue exceeds 175 kilometres, the employee shall be entitled to appropriate accommodation.

- 16.2.3 Where Departmental accommodation is not provided to an employee with an entitlement to accommodation, the relevant accommodation allowance prescribed by Clause 26, Travelling Compensation shall be paid.
- 16.2.4 Where it is not possible for an employee to travel to the training venue on the first day of the course or where the travelling time would be unreasonable to travel on the first day of the course, the employee shall be entitled to appropriate accommodation on the evening prior to the start of the course. If it is not possible for an employee to travel from the training venue to his or her residence at the conclusion of the course or if the travelling time would be unreasonable, the employee shall be entitled to appropriate accommodation on the evening of the last day of the course. Approval must be obtained from the Commissioner (or delegate) prior to bookings being made.
- 16.2.5 Appropriate accommodation for employees who attend courses outside the GSA shall be determined by the Commissioner (or delegate) having regard to the above criteria.
- 16.2.6 Where the training program requires evening attendance the employee shall be granted appropriate accommodation irrespective of the employee's work location or residential address.
- 16.2.7 Notwithstanding the above, any employee who considers that these criteria would cause undue hardship etc. may make application for special consideration. All such applications will be considered on their individual merits according to the program content and the starting and completion times, on a daily basis.
- 16.3 Meals
- 16.3.1 Excluding the Recruit Firefighters Program and Departmental training programs/courses which are conducted at Departmental premises which have meal room facilities comparable to those provided at fire stations, all employees attending training programs which extend for a whole day shall be provided with morning/afternoon tea and lunch.
- 16.3.2 Where employees have been granted approval for overnight accommodation and when such accommodation is provided by the Department, expenses reasonably and properly incurred shall be reimbursed in accordance with Clause 26, Travelling Compensation.
- 16.3.3 Employees who are not required to accommodate themselves overnight shall, where appropriate, be paid the relevant meal allowances prescribed by Clause 26, Travelling Compensation.
- 16.3.4 Meal allowances are not payable during times at which an accommodation allowance (as prescribed in subclause 16.2.3 above) has been claimed. A component of the accommodation allowance compensates for the costs associated with breakfast, lunch and evening meals.
- 16.4 Incidentals
- 16.4.1 Employees who are provided with Departmental accommodation shall be entitled to claim the appropriate incidentals allowance as prescribed by Clause 26, Travelling Compensation.
- 16.4.2 The incidental allowance cannot be claimed for any day during which an accommodation allowance referred to in subclause 16.2.3 above is paid. The incidental allowance forms a component of the accommodation allowance and, amongst other things, recognises the cost associated with personal telephone calls, etc.

16.5 Excess Fares

- 16.5.1 Any employee who incurs additional transport costs while travelling to and from the training venue shall be entitled to have the additional expenses reimbursed. The additional expenses will be calculated on the basis of public transport costs.
- 16.5.2 Where an employee is granted approval to utilise the employee's private vehicle in lieu of public transport, the appropriate specified journey rate, set at Item 1 of Table 4 of Part C, shall be paid in respect of the kilometres travelled in excess of the employee's normal journey to and from work.
- 16.5.3 Where a first class rail service (or its equivalent) is reasonably available, an employee may utilise this service and be reimbursed for the cost of the fare.

16.6 Excess Travelling Time

- 16.6.1 Employees without an accommodation entitlement shall be entitled to compensation for excess travelling time for each day of the course.
- 16.6.2 Employees who accept accommodation shall be entitled to compensation for excess travelling time in respect of the first forward journey to and the last journey from the course venue. Where the course extends beyond one (1) week, employees who return to their residences on weekends shall be entitled to excess travelling time and excess fares for the additional forward and return journeys.
- 16.6.3 Unless special circumstances exist, employees who have an accommodation entitlement, but who decline accommodation, shall only be entitled to compensation for excess travelling time in respect of the first forward journey to and the last journey from the training venue.

16.6.4 Compensation shall be in accordance with Clause 26, Travelling Compensation.

16.7 Mode of Transport

- 16.7.1 Employees shall be advised of the approved transport arrangements prior to the commencement of the training program. Such approval shall be based on the most practical and economic means of transport having regard to the entitlements contained in this clause, provided that an employee cannot be directed by the Department to use the employee's private vehicle.
- 16.7.2 Any employee who wishes to use alternative means of transport may only do so with the approval of the Commissioner (or delegate). Such approval must be obtained before travel commences.
- 16.7.3 If approval is granted to travel by an alternative means of transport any entitlements shall be based on the arrangements approved under subclause 16.7.1.
- 16.8 Relieving Allowances and Other Allowances
- 16.8.1 Attendance at a training program does not in itself attract the payment of relieving allowances. However, any employee in receipt of relieving allowances or other allowances relating to qualifications or work performed at the time the program commences, shall continue to be paid the allowances which would normally be paid. Provided that such allowances shall only be paid for those days on which the employee would normally have been rostered for duty.
- 16.8.2 Relieving employees shall not be paid any additional relieving allowances as a consequence of undertaking a training program.

16.9 Kilometre Allowance

16.9.1 The kilometre allowance prescribed by Clause 12, Relieving Provisions, is not payable to employees when they attend a training program.

16.9.2 The provisions of subclause 16.5.2 above shall apply to any employee who is granted approval to utilise his or her private vehicle for transport to and from the training venue.

16.10 Attendance at Courses Whilst on Annual or Long Service Leave or Rostered Off Duty

16.10.1 Subject to approval by the Department:

16.10.1.1 Where an employee elects to attend a course whilst on annual leave or long service leave, he or she will be re-credited with the appropriate leave for the hours spent attending the training course.

16.10.1.2 Where an employee elects to attend a course whilst rostered off duty, he or she shall be paid at overtime rates for the hours spent attending the course.

16.10.2 Where an employee is directed to attend a course while rostered off duty, he or she may choose to either be paid at overtime rates or be credited with consolidated leave for the hours spent attending the course.

16.10.3 All travelling time shall be compensated in accordance with Clause 26, Travelling Compensation.

16.11 Stand Off

16.11.1 Where an employee is required by the Department to attend a course, any necessary stand off period shall be granted.

16.12 Payments in Advance

16.12.1 Employees attending a training course may, where reasonable and appropriate, elect to be advanced the following payments:

accommodation allowance (subclause 16.2.3)

meal allowances (subclause 16.3.3)

incidental allowances (subclause 16.4.1)

16.12.2 The advice to employees of course arrangements shall be conveyed in writing and include details of the Centre at which claims for advance payments should be submitted. Submitted claims must include a copy of the relevant approval.

16.12.3 Accommodation allowances are only payable when approval is given for an employee to make his or her own accommodation arrangements.

17. Annual Leave

17.1 The provisions of subclauses 17.2 to 17.11 inclusive shall not apply to Executive Officers. The provisions of subclauses 17.12 to 17.17 inclusive shall not apply to Operational Firefighters. The provisions of subclause 17.18 shall apply to all employees.

Operational Fire fighters

- 17.2 Annual leave to the extent of 190 hours full pay shall accrue to each employee in respect of each completed year of service. This annual leave shall be added to the 91.2 hours on full pay of thirty-eight hour week leave referred to at subclause 8.1, resulting in a combined entitlement of 281.2 hours leave which shall be known as "Annual Leave." Employees shall over a 64 week cycle accrue 344.91 hours of this combined "Annual Leave", 336 hours of which shall be taken in accordance with the leave roster at subclause 17.3, and the residual 8.91 hours of which shall be converted to an annual amount of 7.25 hours per annum which shall be credited to each employee as consolidated leave on the anniversary of the employee's date of commencement of employment as an Operational Firefighter.
- 17.3 The leave roster shall require each employee to be allocated a leave group which shall operate over a 64 week cycle, during which time each employee shall, depending on their particular leave group, either:
- 17.3.1 work 1344 hours over a 32 week period, then take 192 hours of combined annual leave and 38 hour leave over a four week period, then work 1008 hours over a 24 week period, followed by 144 hours of combined annual leave and 38 hours leave over a four week period; or
- 17.3.2 work 1008 hours over a 24 week period, then take 192 hours of combined annual leave and 38 hour leave over a four week period, then work 1344 hours over a 32 week period, followed by 144 hours of combined annual leave and 38 hours leave over a four week period.
- 17.4 The Department may change an employee's leave group with reasonable notice provided that the following leave adjustments are made in order to ensure that employees conclude each period of "Annual Leave" neither in deficit nor credit for the thirty-eight hour week leave component (only) of their "Annual Leave" balance:
- 17.4.1 If the change of leave group delays the taking of annual leave and would therefore result in the accrual of additional thirty-eight hour week leave then the employee will not accrue that additional leave and will instead be credited with an equal number of hours of consolidated leave; and
- 17.4.2 If the change of leave group causes annual leave to be taken earlier, and before the employee would have accrued sufficient "Annual Leave", then the thirty-eight hour week leave component (only) of the employee's "Annual Leave" balance shall be zeroed at the conclusion of that annual leave period.
- 17.5 Where the commencing date of the rostered period of annual leave occurs whilst an employee is on sick leave and does not return to duty within seven days of such date, the employee concerned shall be entitled to elect whether to proceed immediately on annual leave or to commence annual leave on one of the next six succeeding Fridays.
- 17.6 Employees other than those stationed at Broken Hill or Moree shall on each anniversary of their appointment to the service be credited with 16 hours consolidated leave in addition to the period of annual leave prescribed by subclause 17.2.
- 17.7 Employees stationed at Broken Hill or Moree shall on each anniversary of their appointment to the service be credited with 38.75 hours consolidated leave in addition to the period of annual leave prescribed by subclause 17.2.
- 17.8 The taking of annual leave is subject to Departmental requirements and, when unforeseen circumstances arise, may be rescheduled by authority of the Commissioner, provided that the adjustment mechanism set out at subclause 17.4 shall then apply.
- 17.9 In the event of the termination of the employment of any employee for any cause with less than twelve months' service from the date of the last leave accrued, the employee shall be paid pro rata for leave for each month of service.

- 17.10 Occupants of Operational Support positions may apply in writing to take their annual leave at some other time and, if approved, such leave shall be deemed to have been taken in accordance with the leave roster, provided that:
- 17.10.1 employees' leave balances shall always be adjusted in accordance with the actual hours taken; and
 - 17.10.2 employees must take at least four weeks annual leave in each twelve month period; and
 - 17.10.3 annual leave taken under this subclause shall be taken either in one consecutive period or two periods which shall be of three weeks and one week respectively, or if the employee and the Department so agree, in either two, three or four separate periods and not otherwise; and
 - 17.10.4 up to 410 hours of annual leave may be accrued before the Commissioner may direct an employee to take annual leave at a time convenient to the Department, in which case the Commissioner shall provide the employee at least 28 days notice.
- 17.11 Employees may apply in writing to swap one or more sets of shifts within their next three leave periods, and, if approved, the swapped leave shall be deemed to have been taken in accordance with the employee's own leave group.

Executive Officers

- 17.12 Executive Officers shall accrue annual leave on full pay at the rate of twenty five (25) working days per year.
- 17.13 Executive Officers shall accrue annual leave from month to month only, but for the purpose of calculating annual leave which may be due on the cessation of employment, credit shall be given for periods of service of less than one (1) month.
- 17.14 Executive Officers may accrue annual leave up to a maximum of forty (40) working days. Unless approved otherwise by the Commissioner, the right to take any accrued annual leave in excess of forty (40) working days shall be forfeited.
- 17.15 The Commissioner may direct an Executive Officer to take such leave as is convenient to the workings of the Department.
- 17.16 Executive Officers shall not be granted annual leave for any period of less than a quarter day or in other than multiples of a quarter day.
- 17.17 Where application is made by an employee in writing to the Commissioner that, by reasons of special circumstances, which shall be specified, the Commissioner may authorise, in writing, the taking of annual leave at some other time to be determined by the Commissioner for the purpose of this Award, such leave shall be deemed to have been taken in accordance with the leave roster.

All Employees

- 17.18 Prior to an employee entering upon a period of annual leave, the employee may elect to be paid with respect of the period of leave in one of the following ways:
- 17.18.1 in full when the employee commences the period of leave; or
 - 17.18.2 at the same time as the employee's normal pay would have been paid if the worker had remained on duty.

18. Compassionate Leave

- 18.1 In no way restricting the right of the Commissioner to approve leave for compassionate reasons in other circumstances, an employee other than a casual employee, shall be entitled to up to two shifts (or two days in the case of day workers) compassionate leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person as prescribed in subclause 18.3 of this clause.
- 18.2 The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if requested by the employer, provide to the satisfaction of the employer proof of death.
- 18.3 Compassionate leave shall be available to the employee in respect to the death of a person being:
- 18.3.1 a spouse of the employee; or
 - 18.3.2 a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and 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
 - 18.3.3 a child or an adult child (including an adopted child, a stepchild, 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
 - 18.3.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - 18.3.5 a relative of the employee who is a member of the same household where, for the purposes of this subclause:
 - 18.3.5.1 "relative" means a person related by blood, marriage or affinity;
 - 18.3.5.2 "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - 18.3.5.3 "household" means a family group living in the same domestic dwelling.
- 18.4 An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- 18.5 Compassionate leave may be taken in conjunction with other leave available under subclauses 22.2, 22.3, 22.4 and 22.5 of the said clause 22. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the Department.

19. Examination and Assessment Leave

- 19.1 Except as specified otherwise by the Commissioner following consultation between the Department and the Union, all examinations and/or assessments required for progression or promotion shall be arranged so that they take place when the employee is normally rostered for duty on day shift.
- 19.2 Where the Department is unable to make the necessary arrangements for an employee to sit an examination/assessment on shift as per subclause 19.1 within two months from the date the employee makes application for assessment, the employee may make arrangements to sit the examination/assessment externally. In such cases, employees shall be entitled to the conditions provided for by Clause 16, Training Course Attendance Entitlements, of this Award. The Department shall notify the employee as early as practicable of its inability to make such necessary arrangements.

- 19.3 An employee sitting for an examination or assessment as per subclause 19.1 shall be granted, prior to the examination or assessment, such paid leave as might reasonably be necessary for attendance at the examination or assessment, including travel.

20. Long Service Leave

- 20.1 Subject also to the provisions of subclause 20.8, Long Service Leave calculated from the date of appointment to the service shall accrue to employees in accordance with the following entitlements:

20.1.1 After service for ten years, leave for two months on full pay or four months on half pay.

20.1.2 After service in excess of ten years:

20.1.2.1 Leave pursuant to subclause 20.1.1; and

20.1.2.2 In addition, an amount of leave proportionate to the length of service after ten years, calculated on the basis of five months on full pay or ten months on half pay, for ten years served after service for ten years.

20.1.2.3 Long Service Leave shall not include annual leave.

- 20.2 Where the services of an employee with at least five years but less than seven years service are terminated by the Department 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, or by reason of the death of the employee, the employee shall, for five years' service be entitled to one month's leave on full pay and for service after five years to a proportionate amount of leave on full pay calculated on the basis of three months' leave for fifteen years' service.

- 20.3 In the event of the termination of the employment of the employee other than by death, the monetary value of Long Service Leave due, if any, shall be paid to such employee.

20.4

20.4.1 Approval to take Long Service Leave as provided by this clause shall, subject to the exigencies of the Department, be granted by the Department as and when such leave becomes due (i.e. after seven years) or any time thereafter. Provided that an employee shall give notice, in writing, to the Department of the employee's intention to take such leave. Such notice shall be given at least twenty days before the date on which the employee intends to commence such leave.

20.4.2 Notwithstanding the provisions of subclause 20.4.1, the period of notice referred to in subclause 20.4.1 may be reduced on a case by case basis, subject to the discretion of the Commissioner.

- 20.5 Approval to take Long Service Leave may be deferred by the Commissioner due to Departmental requirements.

- 20.6 Long Service Leave may be taken in the following combinations and not otherwise:

20.6.1 In the case of employees working the roster systems prescribed by subclauses 8.3 and 8.4 of Clause 8, Hours of Work, in multiples of eight consecutive calendar days with a minimum period of eight consecutive calendar days.

20.6.2 In the case of employees working the roster systems prescribed by subclauses 8.5 and 8.6 of Clause 8, Hours of Work, or any other roster system agreed to between the Department and the Union based on a seven day cycle, in multiples of seven consecutive calendar days with a minimum period of seven consecutive calendar days.

- 20.6.3 Where approval is granted to take Long Service Leave on half pay the multiples and minimum periods specified in subclauses 20.6.1 and 20.6.2 shall be doubled.
- 20.7 Prior to an employee entering upon a period of Long Service Leave, the employee may elect to be paid with respect of the period of leave in one of the following ways:
- 20.7.1 in full when the employee commences the period of leave; or
- 20.7.2 at the same time as the employee's normal pay would have been paid if the worker had remained on duty.
- 20.8 Notwithstanding anything elsewhere provided by this clause, effective on and from the date of operation of this Award:
- 20.8.1 employees may apply to take pro-rata Long Service Leave after the completion of seven (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service Leave on resignation or termination.
- 20.8.2 employees may apply to take a period of Long Service Leave at double pay provided that:
- 20.8.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
- 20.8.2.2 The employee's 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.
- 20.8.2.3 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.
- 20.8.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.
- 20.8.2.5 Where an employee other than an Executive Officer elects to take Long Service Leave at double pay, the minimum & multiple periods of actual absence as prescribed in 20.6 shall apply. Where an Executive Officer elects to take Long Service Leave at double pay, the minimum period of actual absence should be not less than one week.
- 20.8.3 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 the leave.
- 20.8.3.1 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.
- 20.9 Entitlements to Extended Leave (Long Service Leave) pursuant to the *Public Sector Employment and Management Act 2002* shall take effect on and from 5 October 1993, provided that the total years of service will count for the determination of entitlements accruing from that date.

21. Parental Leave

21.1 Definition of Parental Leave

- 21.1.1 For the purposes of this clause, parental leave is maternity leave, paternity leave or adoption leave.

- 21.1.2 Maternity leave is taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity leave consists of an unbroken period of leave.
 - 21.1.3 Paternity leave is leave taken by a male employee who becomes a parent but is ineligible to be granted either maternity leave or adoption leave but is to be the primary care giver of a child or who wishes to share the child caring duties with their partner.
 - 21.1.4 Adoption leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of five (5) years (other than a child who has previously lived continuously with the employee for a period of at least six (6) months or who is a child or step-child of the employee or of the employee's spouse).
 - 21.1.5 For the purposes of this clause, "spouse" includes a de facto spouse and a former spouse.
- 21.2 Entitlement to Parental Leave
- 21.2.1 An employee is entitled to parental leave, as provided by this clause, in connection with the birth or adoption of a child.
 - 21.2.2 Maternity Leave - all female employees who do not have the necessary service as prescribed in subclause 21.3.1 for paid Maternity Leave, shall be entitled to unpaid maternity leave of up to fourteen (14) weeks before the expected date of birth of the child.
 - 21.2.3 Paid Maternity Leave may be granted to a female employee subject to the following conditions -
 - 21.2.3.1 The female employee has applied for Maternity Leave within such time and in such manner as herein set out; and
 - 21.2.3.2 Before the expected date of birth has completed not less than forty (40) weeks' continuous service. Paid Maternity Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay from the date Maternity Leave commences.
 - 21.2.3.3 In addition to the unpaid or paid Maternity leave referred to in 21.2.2 & 21.2.3.2 respectively, all female employees shall be entitled to a further period of unpaid Maternity leave, provided that the total period of absence on Maternity leave shall not exceed sixty-one (61) weeks.
 - 21.2.3.4 The period over which Annual and/or Long Service Leave combined with unpaid Maternity Leave, shall not exceed a total period of two years from the date of birth of the child.
 - 21.2.4 Short Adoption Leave is an unbroken period of fourteen (14) weeks of unpaid leave, taken by an employee who does not have the necessary service for paid Adoption Leave as prescribed in subclause 21.3.1, from the time of placement of the child.
 - 21.2.5 Paid Adoption Leave may be granted to an employee adopting a child subject to the following conditions:
 - 21.2.5.1 The employee has applied for Adoption Leave within such time and in such manner as herein set out; and
 - 21.2.5.2 Before the commencement of Adoption Leave the employee has completed not less than forty (40) weeks' continuous service.
 - 21.2.5.3 The employee is to be the primary care giver of the child.

- 21.2.5.4 Paid Adoption Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay of Adoption Leave or the period of Adoption Leave taken, whichever is the lesser period.
- 21.2.5.5 In addition to the unpaid or paid Adoption leave referred to in 21.2.4 & 21.2.5 of this subclause respectively, all employees shall be entitled to a further period of unpaid Adoption leave, provided that the total period of absence on Adoption leave shall not exceed sixty-one (61) weeks.
- 21.2.6 Paternity Leave is a period of up to a maximum of fifty-two (52) weeks of either unpaid or a combination of paid and unpaid parental leave taken from the date of birth of the child, or other termination of the pregnancy. Application for such leave must be made within such time and in such manner as herein set out. Paternity leave shall consist of -
 - 21.2.6.1
 - 21.2.6.1.1 an unbroken period of up to one (1) week unpaid leave (short paternity leave) at the time of the birth of the child, or other termination of the pregnancy, or
 - 21.2.6.1.2 an unbroken period of up to one (1) week on full pay or two (2) weeks on half pay at the time of the birth of the child, or other termination of the pregnancy provided that at such time the employee has completed not less than forty (40) weeks continuous service.
 - 21.2.6.2 In addition to the unpaid or paid Paternity leave referred to in 21.2.6.1, all male employees shall be entitled to a further period of unpaid Paternity leave in order to be the primary care-giver of the child (extended paternity leave), provided that the total period of absence on Paternity leave shall not exceed fifty-two (52) weeks.
- 21.2.7 Except as provided for in subclause 21.2.3 and 21.2.5, Parental Leave shall not extend beyond a period of 1 year after the child was born or adopted.
- 21.3 Length of service for eligibility
 - 21.3.1 A female employee is entitled to paid maternity leave or, in the case of both male and female employees, paid paternity or adoption leave only if the employee has had at least 40 weeks' continuous service.
 - 21.3.2 There is no minimum period of employment for eligibility for unpaid parental leave.
 - 21.3.3 Continuous service is service under one or more unbroken contracts of employment, including:
 - 21.3.3.1 any period of authorised leave or absence, and
 - 21.3.3.2 any period of part-time work.
 - 21.3.3.3 full or part time service within the Public Service or within a Public Sector organisation listed in the schedules attached to the Transferred Officers Extended Leave Act 1961 and in appendices A and B contained in the Personnel Handbook published by the DPE.
- 21.4 Notices and Documents required to be given to Commissioner
 - 21.4.1 Maternity leave
 - The notices and documents to be given to the Commissioner for the purposes of taking maternity leave are as follows:

- 21.4.1.1 The female employee should give at least 8 weeks' written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances),
- 21.4.1.2 The female employee must, at least 4 weeks before proceeding on leave, give written notice of the dates on which the employee proposes to start and end the period of leave,
- 21.4.1.3 The female employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee is pregnant and the expected date of birth.

21.4.2 Paternity leave

The notices and documents to be given to the Commissioner for the purposes of taking paternity leave are as follows:

- 21.4.2.1 In the case of extended paternity leave, the employee should give at least 10 weeks written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances),
- 21.4.2.2 The employee must, at least 4 weeks before proceeding on leave, give notice of the dates on which the employee proposes to start and end the period of leave,
- 21.4.2.3 The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee's spouse is pregnant and the expected date of birth,
- 21.4.2.4 In the case of extended paternity leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - 21.4.2.4.1 any period of maternity leave sought or taken by his spouse, and
 - 21.4.2.4.2 that he is seeking that period of extended paternity leave to become the primary care-giver of a child.

21.4.3 Adoption leave

The notices and documents to be given to the Commissioner for the purposes of taking adoption leave are as follows:

- 21.4.3.1 In the case of extended adoption leave, the employee should give written or oral notice of any approval or other decision to adopt a child at least 10 weeks before the expected date of placement (unless it is not reasonably practicable to do so in the circumstances),
- 21.4.3.2 The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least 14 days before proceeding on leave,
- 21.4.3.3 The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes,
- 21.4.3.4 In the case of extended adoption leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - 21.4.3.4.1 any period of adoption leave sought or taken by his or her spouse, and

21.4.3.4.2 that the employee is seeking that period of extended adoption leave to become the primary care-giver of a child.

21.4.4 An employee does not fail to comply with this clause if the failure was caused by:

21.4.4.1 the child being born (or the pregnancy otherwise terminating) before the expected date of birth, or

21.4.4.2 the child being placed for adoption before the expected date of placement, or

21.4.4.3 other compelling circumstances.

In the case of the birth of a living child, notice of the period of leave is to be given within two (2) weeks after the birth and the certificate of the medical practitioner is to state that the child was born and the date of birth. In the case of the adoption of a child, notice of the period of leave is to be given within two (2) weeks after the placement of the child.

21.4.5 An employee must notify the Commissioner of any change in the information provided under this clause within two (2) weeks after the change.

21.4.6 If required by the Commissioner, an employee who applies for Parental Leave is to give the Commissioner a statutory declaration, or enter into an agreement with the Commissioner, that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

21.5 Continuity of service

Parental leave does not break an employee's continuity of service, but subject to subclauses 21.5.1, 21.5.2 and 21.5.3, is not to be taken into account in calculating an employee's period of service for any other purposes.

21.5.1 Any period of paid Adoption, paid Maternity or paid Paternity Leave shall count as full service for the purposes of determining progression either within a classification or from one classification to another. However, unpaid Parental Leave shall not count as service for determining such progression.

21.5.2 Adoption Leave on full pay, Maternity Leave at full pay and Paternity Leave at full pay shall count as full service for the purposes of determining all forms of leave.

21.5.3 Unpaid Parental Leave shall not count as service for determining any form of leave entitlement, except for Long Service Leave (Extended Leave) in cases where at least ten (10) years of service has been completed and unpaid Parental Leave does not exceed six (6) months.

21.6 Simultaneous taking of Parental Leave

Subject to subclause 21.20.1.1, Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

21.6.1 For maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

21.6.2 For adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

21.7 Cancellation of Parental Leave

21.7.1 Before starting leave

Parental leave applied for but not commenced is automatically cancelled if:

- 21.7.1.1 the employee withdraws the application for leave by written notice to the Commissioner, or
- 21.7.1.2 the pregnancy concerned terminates other than by the birth of a living child or the placement of the child concerned does not proceed.

21.7.2 After starting leave

If:

- 21.7.2.1 the pregnancy of the employee or the employee's spouse terminates other than by the birth of a living child while the employee or spouse is on parental leave, provided:
 - 21.7.2.1.1 if a child is still-born the female employee may elect to take available sick leave or maternity leave;
 - 21.7.2.1.2 in the event of a miscarriage any absence from work is to be covered by the current sick leave provisions; or
- 21.7.2.2 the child in respect of whom an employee is then on parental leave dies, or
- 21.7.2.3 the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue,

the employee is entitled to resume work at a time nominated by the Commissioner within 2 weeks after the date on which the employee gives the Commissioner a notice in writing stating that the employee intends to resume work and the reason for the intended resumption.

21.7.3 This provisions of subclause 21.7 do not affect an employee's entitlement to special maternity leave or special adoption leave.

21.8 Parental Leave and other Leave

21.8.1 An employee may take any annual leave, long service leave (extended leave) or consolidated leave to which the employee is entitled instead of or in conjunction with parental leave.

21.8.2 However, the total period of leave cannot be so extended beyond the maximum period of parental leave authorised by this clause.

21.8.3 The maximum period of parental leave authorised by this clause is reduced by any period of paid sick leave taken by the employee while on maternity leave.

21.8.4 Any paid absence authorised by law or by an award, enterprise agreement or contract of employment is not available to an employee on parental leave, except if the paid absence is:

- 21.8.4.1 annual leave, long service leave (extended leave) or consolidated leave, or
- 21.8.4.2 in the case of maternity leave - sick leave.

21.9 Employee and Commissioner may agree to interruption of parental leave by return to work

21.9.1 An employee on parental leave may, with the agreement of the Commissioner, break the period of leave by returning to work for the Department, provided that:

21.9.1.1 A female employee who gives birth to a living child shall not resume duty until six (6) weeks after the birth of the child unless special arrangements for early return are made at the request of the female employee and supported by a certificate from a qualified medical practitioner;

21.9.1.2 A female employee who has returned to full-time duty after less than her full entitlement to maternity leave, shall be entitled to revert to maternity leave either on a full-time or part-time basis if she so elects. This election may be exercised only once and a minimum of four (4) weeks notice (or less if acceptable to the Commissioner) of her intention to resume maternity leave must be given.

21.9.2 The period of leave cannot be extended by such a return to work beyond the maximum period of leave authorised by this clause.

21.10 Extension of period of Parental Leave

21.10.1 An employee may extend the period of parental leave once only by giving the Commissioner notice in writing of the extended period at least fourteen (14) days before the start of the extended period. The period of leave cannot be extended by such a notice beyond the maximum period of leave authorised by this clause.

21.10.2 Subject to the provisions of subclause 21.20, an employee may extend the period of parental leave at any time with the agreement of the Commissioner. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this clause.

21.10.3 This section applies to an extension of leave while the employee is on leave or before the employee commences leave.

21.11 Shortening of period of Parental Leave

An employee may shorten the period of parental leave with the agreement of the Commissioner and by giving the Commissioner notice in writing of the shortened period at least fourteen (14) days before the leave is to come to an end.

21.12 Return to work after Parental Leave

21.12.1 An employee returning to work after a period of parental leave is entitled to be employed in:

21.12.1.1 the classification (if possible, at the same location) held by the employee immediately before proceeding on that leave, or

21.12.1.2 if the employee was transferred to a safe job before proceeding on maternity leave - the classification (if possible, at the same location) held immediately before the transfer.

21.12.2 If the classification no longer exists but there are other classifications available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a classification as comparable as possible in status and pay to that of the employee's former classification.

21.12.3 The provisions of subclause 21.12 extend to a female employee returning to work after a period of Special maternity leave and sick leave.

21.13 Payment

- 21.13.1 Payment for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Maternity Leave may be made -
 - 21.13.1.1 in advance in a lump sum; or
 - 21.13.1.2 on a normal fortnightly basis, and shall be at the same hourly rate as the rate paid for other forms of paid leave, and may include payment of a higher duties allowance if the employee;
 - 21.13.1.2.1 has acted in the higher position for a period in excess of one year; and
 - 21.13.1.2.2 the period of higher duties relief continues up to the day prior to the employee's departure on maternity leave; and
 - 21.13.1.2.3 the higher duties relief is at the full difference in pay.
- 21.13.2 Payment to eligible employees for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Adoption Leave may be made -
 - 21.13.2.1 in advance in a lump sum; or
 - 21.13.2.2 on a normal fortnightly basis.

21.14 Commissioner's Obligations

- 21.14.1 Information to Employees

On becoming aware that an employee (or an employee's spouse) is pregnant, or that an employee is adopting a child, the Commissioner must inform the employee of:

 - 21.14.1.1 the employee's entitlements to parental leave under this clause, and
 - 21.14.1.2 the employee's obligations to notify the Commissioner of any matter under this clause.
- 21.14.2 Records

The Commissioner must keep, for at least six (6) years, a record of parental leave granted under this clause to employees and all notices and documents given under this clause by employees or the Commissioner.

21.15 Termination of Employment Because of Pregnancy Etc

- 21.15.1 The Commissioner must not terminate the employment of an employee because:
 - 21.15.1.1 the employee is pregnant or has applied to adopt a child, or
 - 21.15.1.2 the employee has given birth to a child or has adopted a child, or
 - 21.15.1.3 the employee has applied for, or is absent on, parental leave,but otherwise the rights of the Commissioner in relation to termination of employment are not affected by this clause.
- 21.15.2 For the purposes of establishing such a termination of employment, it is sufficient if it is established that the alleged reason for termination was a substantial and operative reason for termination.

21.15.3 This clause does not affect any other rights of a dismissed employee.

21.16 Replacement employees

21.16.1 A replacement employee is a person who is specifically employed as a result of an employee proceeding on parental leave (including as a replacement for an employee who has been temporarily promoted or transferred in order to replace the employee proceeding on parental leave).

21.16.2 Before a replacement employee is employed, the Commissioner must inform the person of the temporary nature of the employment and of the rights of the employee on parental leave to return to work.

21.16.3 A reference in this clause to an employee proceeding on leave includes a reference to a pregnant employee exercising a right to be transferred to a safe job.

21.17 Transfer to a Safe Job

21.17.1 This subclause applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the Commissioner under the *Occupational Health and Safety Act 2000*.

21.17.2 The Commissioner is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to risk as follows -

21.17.2.1 Where a female employee is confirmed pregnant she is to notify the Officer-in-Charge as soon as possible who will, in turn, direct that she be withdrawn from operational fire fighting duties;

21.17.2.2

21.17.2.2.1 The standard issue uniform is to be worn by members until the pregnancy becomes apparent prior to the birth and from the tenth week, if practicable, following the birth.

21.17.2.2.2 Employees will be provided with a maternity uniform for use when appropriate.

21.17.2.3 An employee on maternity leave who gives birth to a living child shall not resume operational fire fighting duties until thirteen (13) weeks have elapsed after the birth of the child unless a special request for early return is made by the employee supported by a medical certificate from a qualified medical practitioner, subsequently endorsed by the Department's occupational physician.

21.17.2.4 Duties other than fire fighting may be undertaken after six (6) weeks following the birth of the child, if endorsed by the occupational physician.

21.17.2.5

21.17.2.5.1 Upon withdrawal from operational firefighting duties alternate work of a suitable nature is to be provided.

21.17.2.5.2 Allocation of duties will be determined by the Department following consultation between the Department's Occupational Health Physician, the employee's Officer-in-Charge and the employee.

21.17.3 If such an adjustment is not feasible or cannot reasonably be required to be made, the Commissioner is to transfer the employee to other work where she will not be exposed to that risk.

21.17.4 If such a transfer is not feasible or cannot reasonably be required to be made, the Commissioner is to grant the employee maternity leave under this clause (or any available paid sick leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.

21.18 Special Maternity Leave and Sick Leave

If the pregnancy of an employee not then on maternity leave terminates before the expected date of birth (other than by the birth of a living child) or she suffers illness related to her pregnancy:

21.18.1 the employee is entitled to such period of unpaid leave (to be known as special maternity leave) as a medical practitioner certifies to be necessary before her return to work, or

21.18.2 the employee is entitled to such paid sick leave (either instead of or in addition to special maternity leave) as she is then entitled to and as a medical practitioner certifies to be necessary before her return to work.

21.19 Special Adoption Leave

An employee who is seeking to adopt a child is entitled to up to two (2) days unpaid leave if the employee requires that leave to attend compulsory interviews or examinations as part of the adoption procedure. This leave may also be granted from a credit of consolidated leave.

21.20 Right to request

21.20.1 An employee entitled to parental leave may request the employer to allow the employee:

21.20.1.1 to extend the period of simultaneous parental leave up to a maximum of eight weeks;

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

to assist the employee in reconciling work and parental responsibilities.

21.20.2 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.

21.20.3 Employee's request and the employer's decision to be in writing:

The employee's request and the employer's decision made under 21.20.1.1 and 21.20.1.2 must be recorded in writing.

21.21 Communication during parental leave

21.21.1 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:

21.21.1.1 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

- 21.21.1.2 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.
- 21.21.2 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 and whether the employee intends to return to work.
- 21.21.3 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 21.21.1.

22. Carer's Leave

22.1 Use of Sick Leave -

- 22.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 22.1.3.2, who needs the employee's care and support shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for at Clause 23 of this 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.
- 22.1.2 The employee shall, if required, establish, 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 clause where another person has taken leave to care for the same person.
- 22.1.3 The entitlement to use sick leave in accordance with this clause is subject to:
 - 22.1.3.1 the employee being responsible for the care of the person concerned; and
 - 22.1.3.2 the person concerned being:
 - 22.1.3.2.1 a spouse of the employee; or
 - 22.1.3.2.2 a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and 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
 - 22.1.3.2.3 a child or an adult child (including an adopted child, a stepchild, 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
 - 22.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - 22.1.3.2.5 a relative of the employee who is a member of the same household where, for the purposes of this subclause:
 - 22.1.3.2.5.1 "relative" means a person related by blood, marriage or affinity;
 - 22.1.3.2.5.2 "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - 22.1.3.2.5.3 "household" means a family group living in the same domestic dwelling.

- 22.1.4 An employee shall, wherever practicable, give the Department notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their 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 Department by telephone of such absence at the first opportunity on the day of absence.
- 22.2 Unpaid Leave for Family Purpose -
- 22.2.1 An employee may elect, with the consent of the Department, to take unpaid leave for the purpose of providing care and support to a class of person, as set out in subclause 22.1.3.2, who is ill.
- 22.3 Annual Leave -
- 22.3.1 An employee may elect, with the consent of the Department, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five (5) days in any calendar year at a time or times agreed upon by the Department and the Union.
- 22.4 Time Off in Lieu of Payment for Overtime -
- 22.4.1 An employee may elect, with the consent of the Department, to take time off in lieu of payment for overtime at a time or times agreed upon with the Department within twelve (12) months of the said election.
- 22.4.2 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.
- 22.4.3 If having elected to take time as leave, in accordance with subclause 22.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the (twelve) 12 month period or on termination.
- 22.4.4 Where no election is made in accordance with subclause 22.4.1, the employee shall be paid their overtime in accordance with this Award.
- 22.5 Make-up Time -
- 22.5.1 An employee may elect, with the consent of the Department, 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 this Award, at the ordinary rate of pay.
- 22.5.2 An employee on shift work may elect, with the consent of the Department, 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.

23. Sick Leave

- 23.1 The management of sick leave by the Department will be underpinned by an Attendance Management System that seeks to support employees in maintaining their health and recovering from illness or incapacity, and ensuring that sick leave is used only for legitimate purposes.
- 23.2 In every case of illness or incapacity sustained by an employee whilst off duty, the following conditions shall apply.
- 23.3 Such employee shall, as soon as practicable, inform their immediate supervisor of such inability to attend for duty and, as far as possible, shall state the estimated duration of their absence.

- 23.4 Subject to the provisions of subclause 23.8, such employee shall forward to the Department's Health and Safety Branch by Electronic Self Service (ESS), a medical certificate stating the nature of the illness or incapacity and, if known, the date the employee is fit to resume duty. If a medical certificate does not specify the date the employee is fit to resume duty, the employee must, before being entitled to resume duty, forward a further medical certificate to the effect that the employee has recovered from the illness or incapacity and is fit for duty, unless the employer dispenses with this requirement. The Health and Safety Branch shall ensure that personal medical information provided pursuant to this clause is not disclosed to any employees of the Department outside of the Health and Safety Branch.
- 23.5 If so required, such employee shall submit to examination by the Department's medical officer.
- 23.6 Every employee who is absent from duty for a period of more than twenty-eight days shall be examined by the Department's medical officer or a medical officer nominated by the Department and must be certified by such medical officer as fit for duty prior to being permitted to resume duty. An employee who is required to attend the Department's medical officer or nominated medical officer shall be reimbursed any out of pocket expenses reasonably and necessarily incurred. The Department shall meet the cost of any such consultation.
- 23.7 The granting of sick leave, the duration thereof and the pay, if any, for the same shall be on the following basis:
- 23.7.1 One hundred and forty-four hours on full pay in any one year.
- 23.7.2 Effective 17 February 1997, the sick leave prescribed in 23.7.1 shall be fully cumulative less any sick leave taken.
- 23.7.3 Sick leave beyond the scale provided for shall be sick leave without pay.
- 23.7.4 Sick leave is intended to be allowed in respect of absences from duty caused by ordinary illness or incapacity for duty as the result of an illness or injury sustained whilst off duty. When the incapacity is due to organised sporting activity or paid work, unconnected with the Department, any sick leave payment shall take into account any benefit in the nature of sick leave or workers compensation payments the employee concerned receives from the body organising the sporting activity or paid work, but to the extent of such benefit, the employee's sick leave entitlement shall not be affected.
- 23.7.5 Where payment has been made for sick leave, under this clause, to an employee whose sick leave entitlement previously has been exhausted, or whose right to sick leave is not established, the Department may deduct the amount overpaid from the salary of the employee concerned in the next pay period or, if such a deduction would cause hardship, in accordance with the provisions of subclause 6.15 of this Award.
- 23.7.6 Recruit Firefighters shall be eligible for sick leave. However, such employees shall only be entitled to use up to and including 72 hours of sick leave.
- 23.7.7 When the incapacity is due to a cause which would entitle an employee to workers' compensation, the Department shall pay the difference between the amount of workers' compensation payment and the ordinary rate of pay of the employee concerned. The employee's entitlement for sick leave arising from ordinary illness shall not be affected.
- 23.7.8 The employee shall prove to the satisfaction of the Department, or, in the event of a dispute, to the satisfaction of the Industrial Relations Commission, that the employee was unable, on account of such illness or incapacity, to attend for duty on that day or days for which sick leave is claimed. Payment shall not be allowed for such leave until this condition is fulfilled. A medical certificate tendered in support of such claim shall state the illness or incapacity, and that the employee was prevented by such illness or incapacity from attending for duty on the day or days for which sick leave is claimed.

- 23.8 Employees are entitled to take unsupported sick leave absences, where no medical certificate is required, subject to the following provisions:
- 23.8.1 Such absences may not exceed 3 separate occasions in any calendar year, where an 'occasion' shall be a shift or part of a shift (or in the case of Executive Officers, 3 separate days in any calendar year; and
 - 23.8.2 Such absences may not be taken on consecutive days; and
 - 23.8.3 Such absences may not be taken on public holidays; and
 - 23.8.4 Such absences may not be taken in relation to any matter that may be covered by workers' compensation.

Commitment to Reduction in Sick Leave Levels

- 23.9 The Parties to this Award are committed to ensuring a reduction in the cost associated with sick leave.
- 23.10 To ensure that sick leave levels are reduced, the Parties have agreed to implement a policy for the management of employee absence relating to personal illness and injury.
- 23.11 It is accepted that the Attendance Management Policy for Permanent Firefighters will place the Parties to this Award, including all employees covered by the Award, under an obligation to effectively manage sick leave in order to achieve the targeted reduction. To that end, the Parties will work co-operatively to ensure the implementation and success of the Attendance Management Policy for Permanent Firefighters.

Review Mechanisms

- 23.12 During the life of the Award, the Department and the Union will, at regular intervals, monitor and review the operation of the Attendance Management Policy for Permanent Firefighters and the data on reduction in average sick leave levels.
- 23.13 At each review the Department and the Union will assess progress against sick leave reduction targets.
- 23.14 Subject to clause 23.15, if targets are not being met the Department will, after consultation with the Union, identify and implement the additional measures required to meet the targets and will vary the Attendance Management Policy for Permanent Firefighters accordingly.
- 23.15 In the event of a dispute as to a proposed variation, then provided the Union notifies a dispute within 7 days, the issue as to any proposed variation will be dealt with by the Industrial Relations Commission and during that process the status quo in regards to sick leave then applying will operate unless otherwise varied or altered by the Commission.

Executive Officer entitlements

- 23.16 Sick Leave on full pay accumulates at the rate of fifteen (15) days each calendar year, and any such accrued leave not taken is fully cumulative.
- 23.17 For the purpose of subclause 23.16 "service" means continuous service.

24. Special Leave for Union Activities

- 24.1 Attendance at Union Conferences/Meetings
- 24.1.1 Employees who are members of the Union and accredited by the Union as a delegate are entitled to special leave with pay to attend the following:
 - 24.1.1.1 annual or bi-annual conferences of the Union; and

- 24.1.1.2 annual conferences of the United Firefighters Union of Australia; and
 - 24.1.1.3 meetings of the Union's Executive/Committee of Management; or
 - 24.1.1.4 annual conference of Unions NSW; or
 - 24.1.1.5 bi-annual conference of the Australian Council of Trade Unions.
- 24.1.2 While there is no limit on special leave for Union activities, such leave is to be kept to a minimum and is subject to the employee:
- 24.1.2.1 establishing accreditation as a delegate with the Union; and
 - 24.1.2.2 providing sufficient notice of absence to the Department; and
 - 24.1.2.3 lodging a formal application for special leave.
- 24.1.3 Such leave is also subject to the Union:
- 24.1.3.1 providing documentary evidence to the Department about an accredited delegate in sufficient time to enable the Department to make arrangements for performance of duties; and
 - 24.1.3.2 meeting all travelling, accommodation and any other costs incurred for the accredited delegate; and
 - 24.1.3.3 providing the Department with confirmation of attendance of the accredited delegate.
- 24.1.4 Providing the provisions of this clause are satisfied by both the employee and the Union, the Department shall:
- 24.1.4.1 release the accredited delegate for the duration of the conference or meeting;
 - 24.1.4.2 grant special leave (with pay); and
 - 24.1.4.3 ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.
- 24.1.5 Period of Notice
- 24.1.5.1 Generally, dates of conferences or meetings are known well in advance and it is expected that the Department would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.
 - 24.1.5.2 Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the Department as soon as advice of the meeting is received by the accredited delegate.
- 24.1.6 Travel Time
- 24.1.6.1 Where a delegate has to travel to Sydney, inter or intra State, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.
 - 24.1.6.2 No compensation is to be provided if travel can be and is undertaken on an accredited delegate's non-working day or before or after his/her normal hours of work.

24.1.7 Payment

24.1.7.1 Employees entitled to special leave in terms of this clause shall, for such special leave, receive their normal rate of pay. Provided that for the purpose of this clause "normal rate of pay" will include allowances, except for the Relieving Allowance set at Item 16 of Table 3 of Part C.

24.1.8 Special leave in terms of this clause shall count as service for all purposes.

24.1.9 Availability of Special Leave

24.1.9.1 Special leave shall not be available to employees whilst they are rostered off duty or on any period of other leave.

24.2 Attendance at Courses/Seminars Conducted or Supported by TUEF

24.2.1 Except where inconsistent with the provisions of subclause 24.2, the provisions of subclause 24.1 of this clause shall also apply for attendance at courses or seminars conducted or supported by the Trade Union Education Foundation (TUEF).

24.2.2 Up to a maximum of 12 days in any period of two years may be granted to employees who are members of the Union.

24.2.3 The grant of leave to attend courses or seminars conducted or supported by TUEF, is subject to the following conditions:

24.2.3.1 Departmental operating requirements permit the grant of leave and the absence does not result in working of overtime by other employees;

24.2.3.2 Expenses associated with attendance at such courses or seminars, e.g. fares, accommodation, meal costs, etc., will be required to be met by the employee concerned but, subject to the maximum prescribed in subclause 24.2.2., special leave may include travelling time necessarily required during working hours to attend courses or seminars;

24.2.3.3 Applications for leave must be accompanied by a statement from the Union that it has nominated the employee concerned for such a course or seminar and supports the application.

25. Court Attendance Entitlements

25.1 The provisions of this clause shall apply to employees attending Court and related conferences as a:

25.1.1 result of the duties performed by the employee in the employee's position with the Department, including attendance at an incident.

25.1.2 witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.

25.1.3 witness in a private capacity.

25.2 Attendance at Court as a result of the duties performed by an employee in the employee's position with the Department, including attendance at an incident.

25.2.1 Such attendance shall be regarded as attendance in an Official Capacity and uniform must be worn.

25.2.2 The employee is entitled to be reimbursed for all expenses reasonably and necessarily incurred in excess of any reimbursement for expenses paid by the Court. Any such claim

shall be in accordance with Clause 26, Travelling Compensation. Other than as provided by subclause 25.2, employees are not entitled to claim nor retain any monies as witness' expenses. Any monies received, other than reimbursement of expenses actually and necessarily incurred, shall be paid to the Department.

- 25.2.3 Where the employee is required to attend while off duty, overtime shall be paid from the time of arrival at the Court to the time of departure from the Court. Travelling time shall be compensated in accordance with Clause 26, Travelling Compensation. Where approval has been given to the employee to use the employee's private vehicle, employees shall be entitled to receive the appropriate Specified Journey Rate prescribed at Item 1 of Table 4 of Part C. All public transport costs, reasonably and necessarily incurred, shall be fully reimbursed.
- 25.2.4 Where the employee receives a subpoena or notification of a requirement to attend Court, the employee must ensure that the Officer-in-Charge is informed of those commitments immediately. As far as is practicable, employees who are required to attend Court in an Official Capacity shall do so free from their ordinary duties and responsibilities.
- 25.2.5 The following provisions are to apply to ensure that employees attending Court are given adequate time free from duty to meet Court commitments:-
- 25.2.5.1 Day Shift
- Where an employee is rostered to work a day shift arrangements must be made within the normal protocol for the employee to be relieved whilst attending Court.
- 25.2.5.2 Night Shift
- An employee required to attend Court shall not be rostered for duty on the night shift which ceases on the day of the Court proceedings. When the employee is released from duty at the Court, and if required to report for duty that evening, such duty shall not commence until an eight hour break has been taken, pursuant to subclause 9.10 of Clause 9, Overtime.
- 25.2.6 Where the employee is recalled to duty to attend Court while on Annual or Long Service Leave:
- 25.2.6.1 For each day or part thereof, such employee may elect to be recredited with a full days leave or to be paid a minimum of eight hours at the rate of time and one half (i.e., half time in addition) for the first two hours and double time (i.e., time in addition) thereafter.
- 25.2.6.2 Time worked in excess of eight hours on any recall to duty during annual or long service leave shall be compensated at the rate of double time. The calculation of time worked for the purpose of calculating double time shall commence from the time duty commences at Court until the employee is excused from the Court.
- 25.2.6.3 Where the combined period of travelling time and Court attendance is less than or equal to eight hours, travelling time is included in the minimum payment prescribed in subclause 25.2.6.1. Where the combined period of Court attendance and travelling time exceeds eight hours, the excess travelling time shall be compensated for in terms of Clause 26, Travelling Compensation.
- 25.2.7 Where an employee is subpoenaed to attend Court while on Sick Leave it is the responsibility of the employee to ensure that the circumstances are communicated to the Court. If the employee is still required to and does attend Court, the sick leave debited for that period will be recredited and the entitlement to reimbursement of expenses referred to above shall apply.

25.2.8 "Stand-By"

25.2.8.1 "Stand-By" for the purposes of this clause only, means a period when an employee is required to be immediately available, upon notice, to attend Court.

25.2.8.2 Where an employee is required to be on stand-by during a shift or, during any period when the employee is rostered off duty, the employee must, as soon as the requirement is known, advise his/her Officer-in-Charge.

25.2.8.3 Written confirmation from the Court of such necessity to be on Stand-By must also be provided.

25.2.8.4 Where an employee is rostered off-duty and is on Stand-By, the employee shall be entitled to be paid the appropriate amounts set at Item 18 of Table 3 of Part C.

25.3 Where an Employee Attends Court as a Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.

25.3.1 Employees shall be granted special leave of absence with pay for the period they are necessarily absent from duty, and shall pay to the Department all monies paid to them as witnesses, other than monies paid as a reimbursement of out of pocket expenses incurred by them in consequence of being so subpoenaed.

25.4 Where an Employee Attends Court in a Private Capacity, (i.e., not subpoenaed by the Crown).

25.4.1 Employees shall be granted leave of absence without pay for the period they are necessarily absent from duty or, if they so desire, may apply for consolidated leave and, in either case, may retain monies paid to them as witnesses.

26. Travelling Compensation

26.1 Excess Travelling Time

When an Operational Firefighter is required to travel outside their normal hours of duty the Operational Firefighter may apply for payment for excess time spent travelling, subject to the following:

26.1.1 If the travel is on a non-working day and is undertaken by direction of the Commissioner or an authorised officer, the Operational Firefighter is entitled to the benefit of subclause 26.1.

26.1.2 Where the travel is on a working day, the excess time spent travelling before the normal commencing time or after the normal ceasing time, rounded to the lower quarter hour, shall be counted for the benefit of subclause 26.1.

26.1.3 Payment for excess travelling time on both a working day and a non-working day shall be at the Operational Firefighter's ordinary rate of pay on an hourly basis (calculated by dividing the "Per Week" rate of pay by 40) subject to a ceiling of the hourly rate of pay of a Station Officer set at Item 3 of Table 4 of Part C.

26.1.4 Where the Operational Firefighter has travelled overnight but has been provided with sleeping facilities, the travelling time shall not include travel between 2300 hours on one day and 0730 hours on the next day.

26.1.5 Travelling time does not include time spent:

26.1.5.1 travelling on permanent transfer where the transfer involves promotion with increased salary; or as a consequence of a breach of discipline by the employee; or is at the employee's request; or is under an arrangement between employees to exchange positions;

- 26.1.5.2 travelling by ship on which meals and accommodation are provided; or
- 26.1.5.3 taking a meal when the employee stops a journey to take the meal.
- 26.1.6 Travelling time shall be calculated by reference to the use of the most practical and economic means of transport.
- 26.1.7 Payment will not be made or allowed for more than eight (8) hours in any period of twenty four (24) hours.

26.2 Waiting Time

When an Operational Firefighter qualifies for the benefit of Excess Travelling Time, necessary waiting time is to be counted as Travelling Time calculated as follows:

- 26.2.1 Where there is no overnight stay with accommodation at a centre away from the employee's residence or normal work location, one hour shall be deducted from:
 - 26.2.1.1 the time between arrival at the centre and the commencement of duty; and
 - 26.2.1.2 the time between ceasing duty and the time of departure from the centre.
- 26.2.2 Where overnight accommodation is provided, any time from arrival until departure shall not count as waiting time except as follows:
 - 26.2.2.1 if duty is performed on the day of arrival, the time less one hour between arrival and the commencement of duty; and
 - 26.2.2.2 if duty is performed on the day of departure, the time less one hour from the completion of duty to departure; or
 - 26.2.2.3 if no duty is performed on day of departure the time after 0830 hours until departure.

26.3 Meal Allowances

- 26.3.1 When an employee is required to perform official duty at a temporary work location and is not required to reside away from home (a one day journey), the employee shall be eligible to be paid the following meal allowances subject to the following conditions:
 - 26.3.1.1 For breakfast when required to commence travel at/or before 0600 hours and at least one and a half hours before the normal commencing time, the amount set at Item 4 of Table 4 of Part C.
 - 26.3.1.2 For lunch when, by reason of the journey, an employee is unable to take lunch at the place or in the manner in which the employee ordinarily takes lunch and is put to additional expense, the amount set at Item 5 of Table 4 of Part C or an amount equivalent to the additional expense, whichever is the lesser.
 - 26.3.1.3 For an evening meal when required to work or travel until or beyond 1830 hours and at least one and a half hours after the ordinary ceasing time, an amount set at Item 6 of Table 4 of Part C.
 - 26.3.1.4 Meal Allowances shall not be paid where the employee is provided with an adequate meal.

26.4 Accommodation Allowances

When an employee is required to perform official duty at a temporary work location which requires the employee to reside away from home and the employee is not provided with accommodation by the Government, the employee shall be eligible to be paid the following accommodation (sustenance) allowances subject to the conditions set out below:

- 26.4.1 For the first 35 calendar days, the appropriate amounts set at Item 7 of Table 4 of Part C; or
- 26.4.2 The actual necessary expenses for meals and accommodation (actuals), together with incidental expenses as appropriate, set at Item 8 of Table 4 of Part C. The necessary expenses do not include morning and afternoon tea.
- 26.4.3 After the first 35 calendar days and for up to six months an employee shall be paid an allowance at the rate set at Item 9 of Table 4 of Part C provided the allowance paid to an employee, temporarily located in Broken Hill, shall be increased by 20%. The allowance is not payable in respect of:
 - 26.4.3.1 Any period during which the employee returns home on weekends or public holidays commencing with the time of arrival at the residence and ending at the time of departure from the residence; or
 - 26.4.3.2 Any other period during which the employee is absent from the temporary work location (including leave) otherwise than on official duty, unless approved by the Commissioner.
- 26.4.4 The capital city rate shall apply to Sydney as bounded by the GSA.
- 26.4.5
 - 26.4.5.1 Where an employee proceeds directly to a temporary work location in a Capital city and returns direct, the Capital city rate applies to the whole absence.
 - 26.4.5.2 Where an employee breaks the journey, other than for a meal, in a centre that is not a capital city, the capital city rate applies only in respect of the time spent in the capital city, the elsewhere rate applies to the remainder of the absence.

26.5 Incidental Expenses Allowances - Government Provided Accommodation

When an employee is required to perform official duty at a temporary work location which requires that the employee reside away from home and is provided with accommodation by the Government, the employee shall be eligible to be reimbursed expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform that duty and in addition be paid an allowance at the rate set at Item 10 of Table 4, of Part C as appropriate. Such expenses are limited to costs in relation to food, laundry and accommodation that exceed what would normally have been incurred at home. Any meal taken at a Government establishment is to be paid for and appropriate reimbursement sought.

26.6 Additional Provisions

- 26.6.1 Unless specifically provided for in Clause 12, Relieving Provisions, Clause 16, Training Course Attendance Entitlements or Clause 25, Court Attendance Entitlements, the provisions of this clause shall not apply in the circumstances provided for by those clauses. Nor do they apply to Recruits undertaking College training.
- 26.6.2 When an employee is required to travel to a temporary work location or to attend a training course or conference on what would normally be regarded as a one day journey and the time of travel will exceed four hours on any one day in addition to the normal

hours of work, the employee may be directed or may request that the employee reside temporarily at a place other than the employee's residence to avoid such travel time on any day and in such case shall be entitled to the accommodation allowances as appropriate.

- 26.6.3 The claim for an accommodation allowance or reimbursement of expenses shall be for the whole of the period of absence and cannot be dissected into part of the time of the absence by way of allowance and part of the absence being compensated by reimbursement.
- 26.6.4 When an employee in receipt of an accommodation allowance is granted special leave to return home from a temporary work location, the employee shall be reimbursed for the cost of the return rail fare or if a first class rail service is reasonably available, the cost of a first class return rail fare, or a motor vehicle allowance at the appropriate specified journey rate set at Item 1 of Table 4 of Part C to the value of the rail fares. No taxi fares or other incidental expenses are payable.
- 26.6.5 An employee shall be entitled to the option of using public transport or reimbursement for the use of the employee's private vehicle on the following basis:
 - 26.6.5.1 Reimbursement is not to be paid for a journey if an official motor vehicle is available for the journey.
 - 26.6.5.2 If an official motor vehicle was not available but public transport was reasonably available for the journey, the amount of any reimbursement is not to exceed the cost of the journey by public transport.
 - 26.6.5.3 Where the employee elects to use a private vehicle the employee shall be reimbursed at the specified journey rate prescribed from time to time or the cost of public transport, whichever, unless the Commissioner approves otherwise, is the lesser.
 - 26.6.5.4 Where an official motor vehicle is not available, and public transport was not reasonably available for the journey, if the employee agrees to use the employee's private vehicle, reimbursement shall be at the appropriate Official Business rate set at Item 11 of Table 4 of Part C.
 - 26.6.5.5 Where the meal allowance or the accommodation allowance is insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid so as to reimburse the employee for the additional expenses incurred subject to the following:
 - 26.6.5.5.1 The Commissioner may require the production of receipts or other proof that expenditure was incurred.
 - 26.6.5.5.2 If any expense in respect of which an allowance is payable was not properly and reasonably incurred by the employee in the performance of official duties, payment of the allowance may be refused or the amount of the allowance may be reduced.
 - 26.6.5.5.3 If any purported expense was not incurred by the employee, payment of the allowance may be refused or the amount of the allowance may be reduced.
 - 26.6.5.6 The Commissioner is to consider the convenience of the employee when an employee is required to travel to a temporary work location.
 - 26.6.5.7 Unless special circumstances exist, the employee's work, the mode of transport used and the employee's travel itineraries are to be organised and approved in advance so that compensation for excess travel time and payment of allowances is reasonably minimised.

26.7 Claims

Claims should be submitted promptly, i.e., within one month from the completion of the work or within such time as the Commissioner determines.

26.7.1 The Commissioner may approve applications for advance payments of travelling and sustenance allowances. Such applications should detail the appropriate expenditure anticipated and be in accordance with In Orders 1982/34.

26.7.2 In assessing claims for excess travelling time and payment of allowances reference should be made to the time that might reasonably have been taken by the particular mode of transport used. Provided that where an employee can demonstrate that the use of the means of transport proposed by the Department is unreasonable in the circumstances, the employee may apply to the Commissioner for a review of the Department's decision. Where an employee does not wish to use the means of transport proposed by the Department e.g. air travel as against train or car travel, travelling time and allowances should be assessed on the basis that the most practical and economical means of transport is used.

26.7.3 Where an allowance is payable at a daily rate and a claim is made for a portion of the day, the amount to be paid is to be calculated to the nearest half hour.

26.8

26.8.1 The meal, accommodation and incidental allowances in Items 4 to 10 of Table 4 of Part C, shall be adjusted on 1 July in line with the corresponding reasonable allowance amounts for the appropriate financial year as published by the Australian Taxation Office (ATO).

26.8.2 The per kilometre rates in Items 1 & 11 of Table 4 of Part C, shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

27. Notice of Transfer

27.1 When an employee is to be transferred to work at a new location and/or to a different platoon, the Commissioner shall give the employee the following notice -

27.1.1 Seven (7) days notice when the transfer is within the same fire district or within the GSA and on the same platoon,

27.1.2 Fourteen (14) days notice when the transfer is within the same fire district or within the GSA but to a different platoon,

27.1.3 Twenty eight (28) days notice when the transfer is outside the GSA or the employee's current fire district, and such notice shall be confirmed in writing.

27.2 An employee may elect to waive, in whole or in part, the notice requirements of subclause 27.1.

28. Transfers Outside of the Gsa

This Clause prescribes the transfer arrangements which shall apply in the case of all Operational Firefighter vacancies which arise outside of the GSA.

28.1 Transfer Register Applications

28.1.1 Applications for placement on any Transfer Register shall be made by way of report to the Manager Operational Personnel. Such reports shall clearly state the Transfer Register on which the employee seeks to be placed, the employee's current classification, the

employee's current address and whether or not the employee is claiming residential priority pursuant to subclause 28.4.

- 28.1.2 With the exception of Recruit Firefighters, all Non-Officers shall be eligible to apply for placement on any one or more of the Country Transfer Registers or Regional Transfer Registers listed at subclause 28.2.
- 28.1.3 With the exception of Inspectors with regards to the Blue Mountains area (only), all Station Officers and Inspectors shall be eligible to apply for placement on any one or more of the Regional Transfer Registers listed at subclause 28.2.2.
- 28.1.4 Leading Firefighters shall be entitled to apply for placement on any Officer Transfer Register but shall not be entitled to a transfer as a consequence of that placement unless and until such time as they have been promoted to Station Officer rank. Similarly, Leading Station Officers shall be entitled to apply for placement on any Senior Officer Transfer Register but shall not be entitled to a transfer as a consequence of that placement unless and until such time as they have been promoted to Inspector rank.
- 28.1.5 The Manager Operational Personnel shall acknowledge receipt of all applications within 14 days of the day upon which they are received. This receipt shall confirm the employee's service number, name, date of application, Transfer Register for which the employee has applied and, if applicable, whether or not the employee's claim for residential priority has been accepted. Applications for placement on a Transfer Register shall only be valid upon the issuing of this receipt, which shall serve as proof of an employee's application.
- 28.1.6 Employees may be removed from a Transfer Register by submitting a further report to that effect to the Manager Operational Personnel, who shall in turn issue a receipt as proof of that withdrawal.

28.2 Transfer Registers

28.2.1 Country Transfer Registers:

Transfer Register	Local Government Area
Albury	Albury City Council
Armidale	Armidale City Council
Batemans Bay	Eurobodalla Shire Council
Bathurst	Bathurst City Council
Broken Hill	Broken Hill City Council
Coffs Harbour	Coffs Harbour City Council
Dubbo	Dubbo City Council
Goulburn	Goulburn City Council
Moree	Moree Plains Shire Council
Nowra	Shoalhaven City Council
Orange	Orange City Council
Port Macquarie	Hastings Council
Queanbeyan	Queanbeyan City Council
Tamworth	Tamworth City Council
Wagga Wagga	Wagga Wagga City Council

28.2.2 Regional Transfer Registers:

Transfer Register	Local Government Area
Blue Mountains	Blue Mountains City Council
Central Coast	Central Coast Council
Illawarra	Wollongong City Council and Shellharbour City Council

Maitland	Cessnock City Council, Maitland City Council and Port Stephens Council
Newcastle	Lake Macquarie City Council and Newcastle City Council
Northern Rivers	Tweed Shire Council, Lismore City Council, Byron Shire Council and Ballina Shire Council

28.2.3 The parties agree that where permanent firefighters are to be introduced in an area outside the GSA for which no Transfer Register exists, a new Transfer Register will be established. Where a new transfer register is to be established, the Department shall advertise the establishment of that register and invite initial applications for a period of six weeks. Any applications received within the six week period shall be deemed to have been received on the date of creation of the register and placed on that register in accordance with the following provisions:

28.2.3.1 Notwithstanding the provisions of subclause 28.4.2, an applicant who satisfies the provisions of subclause 28.4.3 and has done so for a period of 2 or more consecutive years leading up to the date of creation of a Transfer Register shall be placed at the top of that Residential Transfer Register. Where more than one applicant satisfies this provision, placement on that Residential Transfer Register shall be determined by a ballot conducted by the Manager Operational Personnel; and

28.2.3.2 Applicants who are unable to satisfy the provisions of subclause 28.2.3.1 shall be placed at the top of the relevant General Transfer Register. Where more than one such application is received, the order of placement shall be determined by way of a ballot conducted by the Manager Operational Personnel.

28.3 Operation of Transfer Registers

28.3.1 The Department shall establish and maintain a General Transfer Register and a Residential Transfer Register for each category of Operational Firefighter employees as follows:

28.3.1.1 in the case of Non-Officers, for each of the Country Transfer Register areas and Regional Transfer Register areas listed at subclauses 28.2.1 and 28.2.2;

28.3.1.2 in the case of Officers, for each of the Regional Transfer Register areas listed at subclause 28.2.2; and

28.3.1.3 in the case of Senior Officers, for each of the Regional Transfer Register areas listed at subclause 28.2.2. Provided that there shall not be a Blue Mountains Regional Transfer Register, a Maitland Transfer Register or a Northern Rivers Regional Transfer Register for Senior Officers, and that vacancies which occur within those areas shall be filled in accordance with subclause 28.7.

28.3.2

28.3.2.1 Each General Transfer Register shall detail each applicant's employee service number, their name (and in the case of Officer and Senior Officer transfer registers only, their rank), the date of their original application for transfer and, if applicable, the date their application for residential priority status was accepted, the date they were elevated to that area's Residential Transfer Register and/or the date of their eventual transfer to the area in question.

28.3.2.2 Each Residential Transfer Register shall detail each applicant's employee service number, their name (and in the case of Officer and Senior Officer transfer registers only, their rank), the date of their original application for transfer, the date their application for residential priority status was accepted, the date they were elevated

to that area's Residential Transfer Register and, if applicable, the date of their eventual transfer to the area in question.

- 28.3.3 The order of placement of each employee upon each Transfer Register shall be determined:
- 28.3.3.1 in the case of General Transfer Registers, by order of the date upon which the employee made application for placement upon that Transfer Register. Where more than one application for the same Transfer Register is submitted on the same day, the Manager Operational Personnel shall determine the order of placement of those multiple applicants by way of ballot; and
 - 28.3.3.2 in the case of Residential Transfer Registers, by order of the date upon which the employee was elevated to that Residential Transfer Register. Subject to the provisions of 28.4.3, 28.4.7.1 and 28.4.7.2, an employee's elevation to a Residential Transfer Register shall be subject to: firstly, the employee having held a position on the relevant General Transfer Register for at least two years; and secondly, the employee having been recognised as having met and maintained residential priority status for that Transfer Register's area for at least two years.
- 28.3.4 Subject to the arrangements applying to Leading Firefighters and Leading Station Officers at subclauses 28.1.4 and 28.3.5, transfers shall be offered to employees upon the occurrence of a vacancy in the following order:
- 28.3.4.1 Firstly, by reference to the relevant Residential Transfer Register, with the first offer to be made to the highest placed employee on that Register and, if declined, to the next highest placed employee and so on until such time as the vacancy is filled.
 - 28.3.4.2 In the event that no employee exists on the relevant Residential Transfer Register, or that all employees on that Residential Transfer Register decline the offer of transfer, the vacancy shall then be offered to all employees on the relevant General Transfer Register, with the first offer to be made to the highest placed employee on that Register and, if declined, to the next highest placed employee and so on until such time as the vacancy is filled.
 - 28.3.4.3 In the event that no employee exists on the relevant General Transfer Register and/or all employees on that General Transfer Register decline the offer of transfer, the vacancy shall then be advertised for and open to all eligible employees.
- 28.3.5 An employee who accepts an offer of transfer pursuant to subclause 28.3.4 shall be released from their current position within twenty eight (28) days and transferred to that Transfer Register area. Declining an offer of transfer shall result in an employee's removal from the relevant Transfer Register. Employees who are so removed and who subsequently re-apply for placement on that Transfer Register will be required pursuant to subclause 28.4.6 to seek and hold residential priority for two years following their re-application in order to be elevated to that Residential Transfer Register.
- 28.3.6 The Department shall make available copies of all Transfer Registers to employees in the manner agreed between the Department and the Union.

28.4 Residential Priority

- 28.4.1 All employees seeking residential priority for any Transfer Register area shall be required to submit a report to the Manager Operational Personnel setting out the grounds for their claim. Such employees shall be required to provide evidence of their claim for primary residence prior to being placed on the Transfer Register with Statutory Declarations, electoral enrolment forms, rates notices, bills and/or such other documentation or evidence which it would be reasonable for the Department to request of the employee in

- order to verify their claim. Vacant blocks of land, Post Office boxes, investment properties, holiday homes or the addresses of relatives or friends, when in fact the employee has primarily resided elsewhere, shall therefore be unacceptable. This report may be either the same report as that of the employee's original application made pursuant to subclause 28.1.1, or a subsequent report which is submitted due to an employee's transfer or a change of primary residence.
- 28.4.2 An employee shall not be entitled to recognition of residential priority on any Transfer Register prior to the date of their report making application for that recognition pursuant to subclause 28.4.1.
- 28.4.3 In order to recognise an employee's claim for residential priority for a particular Transfer Register, the Manager Operational Personnel must first be satisfied that the primary residence in question is located either:
- 28.4.3.1 within the Transfer Register area in question, or
- 28.4.3.2 in such a location that any permanently staffed fire station within the Transfer Register area for which the applicant is claiming residential priority is closer to their primary residence than any permanently staffed fire station within the GSA or Transfer Register area, as the case may be, to which the applicant is currently attached. For the purposes of this subclause, distances shall be determined by drawing a straight line between both locations and calculating that distance, i.e. in a straight line.
- 28.4.4 Employees holding residential priority status on any Transfer Register will be removed from that Transfer Register if they fail to submit a further report pursuant to subclause 28.4.1 within three months of their:
- 28.4.4.1 change in the location of their primary residence, even where the change did not affect the employee's residential priority status; or
- 28.4.4.2 transfer from the GSA to a Country or Regional Transfer Register area; or
- 28.4.4.3 transfer from one Country or Regional Transfer Register area to another Country or Regional Transfer Register area.
- 28.4.5 The Manager Operational Personnel shall acknowledge and review all reports submitted pursuant to subclause 28.4.4. If an employee's transfer or revised primary residence location means that the employee no longer satisfies the residential priority requirements of subclause 28.4.3, then the employee's records upon the relevant Transfer Register(s) shall be adjusted accordingly. It shall remain the responsibility of employees to apply for any additional residential priority status which may arise as a result of their transfer or revised primary residence.
- 28.4.6 Subject to the provisions of subclause 28.4.7, an employee who has held and continually maintained residential priority status upon a General Transfer Register for two years shall then be elevated to the relevant Residential Transfer Register in accordance with subclause 28.3.3.2. Provided that employees who are elevated to a Residential Transfer Register and who are later found to no longer meet the criteria for residential priority shall be returned to and placed upon the relevant General Transfer Register by order of the date of their original application.
- 28.4.7 In the case of Senior Firefighters who are progressed to Leading Firefighter:
- 28.4.7.1 if stationed within a Regional Transfer Register area at the time of their progression then such employees who make application pursuant to subclause 28.1 within three months of the date of their progression shall be placed on the

- corresponding Residential Transfer Register for Officers as of the date of that progression;
- 28.4.7.2 if holding a position on a Regional area's Residential Transfer Register for Firefighters at the time of their progression then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding Residential Transfer Register for Officers as of the date of that progression;
- 28.4.7.3 if holding a position on a Regional area's General Transfer Register for Firefighters at the time of their progression, and holding residential priority status for that area, then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Officers as of the date of that progression and recognised for the purposes of subclause 28.4.6 for that period of residential qualification already accrued.
- 28.4.7.4 if holding a position on a Regional area's General Transfer Register for Firefighters at the time of their progression, but without holding residential priority status for that area, then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Officers as of the date of that progression.
- 28.4.8 In the case of Station Officers who are progressed to Leading Station Officer:
- 28.4.8.1 if stationed within a Regional Transfer Register area at the time of their progression then subject to subclause 28.3.1.3, such employees who make application pursuant to subclause 28.1 within three months of the date of their progression shall be placed on the corresponding Residential Transfer Register for Senior Officers as of the date of that progression;
- 28.4.8.2 if holding a position on a Regional area's Residential Transfer Register for Officers at the time of their progression then subject to subclause 28.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding Residential Transfer Register for Senior Officers as of the date of that progression;
- 28.4.8.3 if holding a position on a Regional area's General Transfer Register for Officers at the time of their progression, and holding residential priority status for that area, then subject to subclause 28.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Senior Officers as of the date of that progression and recognised for the purposes of subclause 28.4.6 for that period of residential qualification already accrued;
- 28.4.8.4 if holding a position on a Regional area's General Transfer Register for Officers at the time of their progression, but without holding residential priority status for that area, then subject to subclause 28.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Senior Officers as of the date of that progression.

- 28.4.9 Employees who are stationed within a Transfer Register area at the time of their appointment to an Operational Support position and who make application pursuant to subclause 28.1 within three months of the date of their appointment shall be placed on that area's Residential Transfer Register as of the date of that appointment.
- 28.4.10 Subject to subclauses 14.14.2, 14.15.2 and 28.7, employees who are promoted to either Station Officer or Inspector and who are not stationed within the GSA at the time of their promotion shall be transferred to and remain within the GSA until such time as they are again transferred outside of the GSA in accordance with the other provisions of this Clause.
- 28.5 Appeals concerning Residential Priority
- 28.5.1 An employee seeking to challenge either the Department's determination of their residential priority status, or the Department's determination of the residential priority status of another employee may appeal in the first instance by way of report to the Assistant Director Operational Personnel. Such reports shall provide all relevant details and may be supported by any documentation or evidence which the employee considers relevant to their claim. An anonymous appeal against an employee shall not be investigated.
- 28.5.2 Where an appeal concerns the employee's own residential status, the Assistant Director Operational Personnel shall provide the employee with a written determination of that appeal, setting out the reasons for same, within 14 days of receipt of the employee's report.
- 28.5.3 Where an appeal concerns the residential status of another employee, the Assistant Director Operational Personnel shall forward a copy of the said report to the employee who is the subject of the challenge. The employee under challenge shall be allowed no less than 28 days to reply by way of report to the Assistant Director Operational Personnel who shall thereafter provide both employees with a written determination of the appeal, setting out the reasons for same, within 14 days of receipt of the second employee's report.
- 28.5.4 An employee may appeal a determination of the Assistant Director Operational Personnel by way of report to the Commissioner. The Commissioner shall consider all previous reports and documentation relating to the matter, together with any additional information which the employee or employees concerned may supply, following which the Commissioner shall provide the employee or employees concerned with a written and final determination of the matter.
- 28.6 Newcastle Communication Centre
- 28.6.1 Vacancies in the Newcastle Communication Centre shall initially be advertised in Commissioner's Orders and open to all eligible employees (Non-Officers or Officers, as the case may be) who are stationed within the Newcastle Transfer Register area. Where there are more applicants than positions available, merit selection shall determine the successful applicant.
- 28.6.2 In the event that no suitable applications are received at subclause 28.6.1, or that the merit selection process finds those who did apply unsuitable, the vacancy shall then be re-advertised in Commissioner's Orders and open to all eligible employees.
- 28.6.3 Successful applicants will be required to successfully complete the required training, and on appointment, to serve in the Newcastle Communication Centre for a minimum period of three years. Provided that if the transfer is made in accordance with subclause 28.6.2 then:

- 28.6.3.1 an employee who accepts an offer of transfer in the interim will be released pursuant to subclause 28.3.5; and
- 28.6.3.2 any subsequent transfer from the Newcastle Communication Centre will be to the GSA unless provided otherwise by this Clause.

28.7 Country Officers, Country Senior Officers and Operational Support Staff

- 28.7.1 Vacancies which occur amongst any of the positions listed at subclauses 28.7.2, 28.7.3 and 28.7.4 shall be advertised through Commissioner's Orders and filled by merit selection.

28.7.2 Country Officers

- 28.7.2.1 Country Officers, being all Station Officer positions located in areas outside of the GSA and the Regional areas listed at subclause 28.2.2, for which Leading Station Officers, Station Officers and Leading Firefighters shall be eligible to apply.
- 28.7.2.2 In the event that no employees apply for a Country Officer position at subclause 28.7.2.1, or that the merit selection process finds those who did apply unsuitable for the Country Officer position in question, the vacancy shall be readvertised through Commissioner's Orders and filled by merit selection from all Senior Firefighters with at least 36 months service with Fire and Rescue NSW as a Senior Firefighter as of the closing date for applications.
- 28.7.2.3 A Senior Firefighter who successfully applies for a Country Officer vacancy pursuant to subclause 28.7.2.2 shall be required to satisfactorily complete the Leading Firefighter Program prior to their transfer to the station/location and performance of the duties of the vacant Country Officer position pursuant to subclause 7.5.2, provided that a Senior Firefighter who successfully applies for a Country Officer vacancy pursuant to subclause 28.7.2.2 and who then satisfactorily completes the Leading Firefighter Program shall not be progressed to Leading Firefighter and/or promoted to Station Officer until they also satisfactorily complete the Station Officer Program.

28.7.3 Country Senior Officers

- 28.7.3.1 Country Senior Officers, being all Inspector positions located outside the GSA and the Newcastle, Central Coast and Illawarra Transfer Register areas, for which Inspectors and Leading Station Officers shall be eligible to apply.
- 28.7.3.2 In the event that no Inspectors or Leading Station Officers apply for a Country Senior Officer position at subclause 28.7.3.1, or that the merit selection process finds those who did apply unsuitable for the Country Senior Officer position in question, the vacancy shall be readvertised through Commissioner's Orders and filled by merit selection from all Station Officers with at least 24 months service with Fire and Rescue NSW as a Station Officer as of the closing date for applications.
- 28.7.3.3 A Station Officer who successfully applies for a Country Senior Officer vacancy pursuant to subclause 28.7.3.2 shall be required to satisfactorily complete the Leading Station Officer Program prior to their transfer to the station/location and performance of the duties of the vacant Country Senior Officer position pursuant to subclause 7.5.3, provided that a Station Officer who successfully applies for a Country Senior Officer vacancy pursuant to subclause 28.7.3.2 and who then satisfactorily completes the Leading Station Officer Program shall not be progressed to Leading Station Officer and/or promoted to Inspector until they also satisfactorily complete the Inspector Program.

28.7.4 Operational Support staff

- 28.7.4.1 Operational Support staff, being all positions defined as such by Clause 14 of this Award.
- 28.7.4.2 In the event that no Inspectors or Leading Station Officers apply for an Operational Support Inspector position, or that the merit selection process finds those who did apply unsuitable for the Operational Support Inspector position in question, the vacancy shall be readvertised through Commissioner's Orders and filled by merit selection from Station Officers with at least 24 months service with Fire and Rescue NSW as a Station Officer as of the closing date for applications.
- 28.7.4.3 A Station Officer who successfully applies for an Operational Support Inspector vacancy pursuant to subclause 28.7.4.2 shall be required to satisfactorily complete the Leading Station Officer Program prior to their transfer to and performance of the duties of the vacant Operational Support Inspector position pursuant to subclause 7.5.4, provided that a Station Officer who successfully applies for an Operational Support Inspector vacancy pursuant to subclause 28.7.4.2 and who then satisfactorily completes the Leading Station Officer Program shall not be progressed to Leading Station Officer and/or promoted to Inspector until they also satisfactorily complete the Inspector Program.

29. Transferred Employee's Compensation

- 29.1 When an employee has been given notice of transfer to work in a new location and the Commissioner requires that the employee move to new accommodation, and the transfer is not subject to the exceptions set out below, the employee shall be eligible for leave or credit of leave, reimbursement of costs, and to be paid allowances set out herein.
- 29.2 Exceptions
- 29.2.1 Unless special and exceptional circumstances exist, the exceptions exclude from the benefit of this clause employees who are transferred:
- at their own request;
 - under an arrangement between employees to exchange positions;
 - on account of the employee's breach of discipline;
 - from one station/location within the Metropolitan Area to another station/location within the Metropolitan Area, or within the same Zone.
- 29.2.2 For purposes of this clause, Metropolitan Area means and includes the Sydney Region as defined by the Department of Planning but also including the area referred to as the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt. Victoria and on the Illawarra Line as far as Wollongong.
- 29.2.3 Employees who are transferred as a result of inclusion in a transfer list established in accordance with Clause 28 of this Award shall, for the purposes of this Clause, be deemed to have been transferred "at their own request" and shall not be eligible for the entitlements set out in this Clause.
- 29.2.4 Notwithstanding the provisions of subclause 29.2.1, employees who are transferred by way of a merit selection process, including employees promoted to a rank that necessitates a transfer, shall attract the relevant entitlements of this Clause.

29.2.5 Notwithstanding the provisions of subclause 29.2.1, employees who received compensation for transferring to a particular station/location shall, after a period of not less than 2 years service at that location, be entitled to the provisions of this Clause upon transfer to the GSA.

29.3 This clause does not alter the transfer procedures, as at the date of making of this Award, set out in Standing Orders. Any variation to those procedures shall be by agreement between the Department and Union.

29.4 Leave

When an employee has been given notice of transfer and is required to move to new accommodation the employee shall be eligible for leave and/or to apply for payment at the ordinary rate of pay in lieu of the granting of leave or the Commissioner may credit such leave as consolidated leave as follows to a maximum of:

29.4.1 Sixteen (16) working hours to visit the new location with a view to obtaining accommodation,

29.4.2 Sixteen (16) working hours to prepare and pack personal and household effects prior to removal or for the purpose of arranging storage,

29.4.3 Such leave as is necessary to travel to the new location for the purposes of obtaining suitable accommodation and/or to commence duty,

29.4.4 Eight (8) hours for the combined purpose of cleaning the premises being vacated and/or occupying and settling into the new premises.

Where an employee is eligible for, and takes leave, for part of a shift the Commissioner may direct the employee to take consolidated leave to credit for the remainder of the shift and if the employee does not have sufficient leave to credit, the shortfall may be taken as an advance against consolidated leave that may accrue or as leave without pay.

29.4.5 Provided suitable arrangements can be made for a performance of duties, an employee working a special roster who has been unable to secure accommodation for the family at the new location is entitled to sufficient special leave to permit a return home on weekends once each month to spend two consecutive days and nights with the family, together with an additional day and night in respect of each public holiday occurring in conjunction with the weekend and on which the employee would not normally be rostered for duty. This leave is limited to the time necessarily required in travelling on the day preceding and the day following such weekend.

29.4.6 Where a transferred employee working a special roster is located in a district where a return home once each month is not possible, such employee, after four weeks at the new location, will be entitled to sufficient leave to allow the transferred employee two consecutive days and nights at a weekend with the family. Following that four weeks, the employee will be allowed to accumulate special leave at the rate of sixteen (16) working hours per month until sufficient leave is available to allow the return home at a weekend for a similar period.

29.4.7 Special Roster is the roster specified at subclause 8.6 of this Award.

29.5 Cost of Temporary Accommodation

For the purposes of this subclause, temporary accommodation does not include a house or a flat, whether owned by the Government or privately owned, but relates to what is commonly termed board and lodging.

29.5.1 Transferred employees maintaining dependant relatives at home who are required to vacate the existing residence prior to departure for the new location and/or who find it necessary to secure board and lodging for themselves and dependant relatives at the new location pending permanent accommodation (a residence) becoming available shall be allowed up to the amount set at Item 12 of Table 4 of Part C, per week calculated as the actual cost of the temporary accommodation less an excess contribution calculated as per the following table:

Salary of Officer and Spouse Rate of Pay	Per Week	Each dependent child aged 6 years and over (maximum contribution of \$54 per week) Per Week
\$453.62	\$164	\$11

29.5.2 Where a transferred employee maintaining dependant relatives moves to the new location ahead of dependants, and permanent accommodation is not available, necessary board and lodging expenses in excess of the amount set at Item 13 of Table 4 of Part C, per week to a maximum allowance of the amount set at Item 12 of Table 4 of Part C, per week shall be payable.

29.5.3 Where a transferred employee not maintaining dependant relatives in the home is unable to secure permanent accommodation at the new location, the employee is to be paid an allowance of up to 50% of the total cost of board and lodging for a maximum period of four (4) weeks subject to a maximum the amount set at Item 12 of Table 4 of Part C, per week. Where the period of four (4) weeks is not sufficient for the employee to find suitable permanent accommodation, full particulars should be provided to allow the DPE to consider the extension of this provision.

29.5.4 An employee receiving an allowance for temporary accommodation as set out above is entitled to a laundry (not dry cleaning) allowance as set out at:

29.5.4.1 Item 14 of Table 4 of Part C, per week if the employee only is in temporary accommodation;

29.5.4.2 Actual expenses to a maximum as set at Item 15 of Table 4 of Part C, per week if the employee and dependants are in temporary accommodation.

29.5.5 Where an employee, together with dependants are in temporary accommodation the allowances may be paid until either

29.5.5.1 a suitable residence becomes available; or

29.5.5.2 up to twenty six (26) weeks if the transfer is to the country; or

29.5.5.3 up to thirteen (13) weeks if the transfer is to the Sydney Metropolitan Area, whichever is the sooner. The payment of allowances in all cases is subject to:

29.5.5.4 the production of receipts;

29.5.5.5 a written undertaking that any reasonable offer of accommodation will be accepted;

29.5.5.6 evidence that the employee is taking all reasonable steps to secure a residence.

When the Commissioner considers that a transferred employee has refused to accept reasonable accommodation and as a result the payment of an allowance has been discontinued, the matter may be referred by the employee or the Union to a Committee comprising two representatives of the Union and two representatives of

the DPE. If no mutual decision is arrived at by the Committee the matter may be referred to the Industrial Relations Commission of NSW.

29.5.6 Extension of assistance beyond the twenty six (26)/thirteen (13) week period may be approved only if the application for assistance is supported by acceptable evidence of unsuccessful attempts to obtain accommodation which constitutes reasonably suitable accommodation.

29.6 Removal Costs

29.6.1 A transferred employee is entitled to reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location. Provided that the journey is travelled by the shortest practicable route and completed within a reasonable time, these costs will include the actual and reasonable expenses incurred by the employee and dependants for meals and accommodation during the course of the journey.

29.6.2 Removal expenses allowed under this clause includes the costs of insuring furniture and effects whilst in transit up to an amount set at Item 16 of Table 4 of Part C. Where the insured value exceeds amount, the case should be referred to the DPE for consideration. They should be provided with an inventory of items to be transferred together with a declaration that all items included in that policy are being removed or stored, or, a certificate of valuation from a registered valuer certifying the value of furniture and effects being removed or stored.

Where, due to circumstances beyond the control of the transferred employee, the furniture and effects of the employee arrive late at the new location or are moved before the employee's departure from the previous location, reimbursement of expenses for meals and accommodation properly and reasonably incurred by the employee and any dependants shall be paid.

29.6.3

29.6.3.1 A transferred employee shall be entitled to compensation for the accelerated depreciation of personal and/or household effects removed to a new location.

29.6.3.2 This entitlement is the amount set at Item 17 of Table 4 of Part C, where the Commissioner is satisfied that the employee has removed a substantial portion of what is normal household furniture, furnishing and fittings of not less value than the amount set at Item 18 of Table 4 of Part C. If the value is less than this amount, a pro rata amount is payable.

29.6.4 Where a transferred employee is required to remove the employee's furniture from temporary accommodation the employee is entitled to be reimbursed removal costs and the compensation for depreciation and disturbance in respect of each such move, notwithstanding that the employee may not be changing the location of work.

29.6.5 When an employee uses a private vehicle for the purposes of official business and finds it necessary to transport another private vehicle, normally used by a dependant relative maintained in the household, the cost of transporting or driving that second vehicle to the employee's new location shall be part of the removal costs and the employee may be paid either the cost of transportation by road or rail or, if the vehicle is driven to the new location, a car allowance at the specified journey rate set at Item 1 of Table 4 of Part C.

29.6.6 The reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location shall be the equivalent to the lowest of three competitive quotes where practicable.

- 29.6.7 An advance to cover the whole or part of removal expenses allowed under this subclause is available. The amount of the advance is to be adjusted by the employee within one month of the expenditure being incurred.

29.7 Storage of Furniture

Where an employee is unable to secure suitable accommodation at the new location and is required to store the furniture while waiting to secure a residence, the cost of storage and cartage to the store, and from the store to the new residence shall be reimbursed. The employee shall also be reimbursed the cost of insurance for furniture and effects while in storage on the same basis as for insuring whilst in transit.

The maximum period of storage under this Clause is twenty six (26) weeks in the country and thirteen (13) weeks in the Metropolitan Area.

29.8 Costs of Personal Transport

- 29.8.1 The transferred employee and one member of the household, when proceeding on leave for the purpose of visiting the new location with a view to obtaining suitable accommodation, shall be entitled to the option of return rail fares, or if a first class rail service is reasonably available, first-class return rail fares, or reimbursement at the specified journey rate as set at Item 1 of Table 4 of Part C, for the use of a private vehicle up to the cost of rail fares.

- 29.8.2 The transferred employee and all members of the household, when travelling to the new location for the purpose of commencing duty, shall be entitled to rail fares or reimbursement for the use of the private vehicle, as set out in subclause 29.8.1, provided that, where the members of the employee's household do not travel on the same occasion as the employee, the entitlement for their personal transport shall be deferred until such time as travel to take up residence at the employee's new location occurs.

- 29.8.3 A transferred employee working the special roster specified at subclause 8.6, who has been unable to secure accommodation for the family at the new location, who is entitled to special leave to permit a return home at weekends, shall be entitled to the option of rail fares or reimbursement for the use of a private vehicle as set out in subclause 29.8.1 when proceeding on leave.

- 29.8.4 Car allowance in respect of travel by the employee involved in taking up duty at the new location shall be at the official business rate as set at Item 11 of Table 4 of Part C.

- 29.8.5 When an overall saving to the Department would eventuate, an employee and one member of the household, when proceeding to visit the new location with a view to obtaining suitable accommodation, shall be entitled to economy class air fares in lieu of rail fares or reimbursement of the use of a private motor vehicle.

- 29.8.6 When an employee travels to the new location with a view to obtaining suitable accommodation and incurs expenses in relation to overnight accommodation, the employee shall be reimbursed the reasonable and actual cost of accommodation and meals for self and a member of the household provided the amount to be reimbursed does not exceed sustenance allowances allowed under Clause 26, Travelling Compensation.

29.9 Education of Children

- 29.9.1 A transferred employee who has dependent children will be entitled to the cost of essential school clothing that is required to be replaced or purchased as a direct result of the employee's transfer to a new location requiring the changing of schools. No provision is made for reimbursement of additional school fees, text books or other similar items. The basic list of school clothing is as follows:

Basic Items	
Male winter uniforms	Summer uniforms
1 Suit coat	3 shirts
2 pairs of winter trousers	3 pairs of trousers (short)
1 tie	3 pairs of long socks
3 shirts	
1 jumper/cardigan	
3 pairs of socks	
1 pair of shoes	
1 track suit/sports uniform (but not both)	
1 pair of sandals	
Female winter uniforms	Summer uniforms
1 hat	3 blouses
2 tunics	2 tunics
1 blazer	3 pairs stockings/socks
3 blouses	
1 tie	
3 pairs stockings/socks	
1 pair of gloves	
1 pair of shoes	
1 track suit/sports uniform (but not both)	
1 pair of sandals	
1 jumper/cardigan	

When an item of clothing required at the new school is not included in the basic list the DPE will consider reimbursing the cost of same but will require full particulars and circumstances surrounding the requirement to purchase.

- 29.9.2 In respect of dependent children undergoing secondary education in Year 12 at a school in the employee's old location, where the elected subjects are not available at a school in the employee's new location, the cost of board and lodging for these children may be reimbursed to the transferred employee. In such case the employee, on production of receipts for payment and a certificate from the Department of School Education that the elected subjects are not available at the school at the employee's new location, shall be granted the allowance. In these cases the parent/guardian will be required to pay the first amount as set at Item 19 of Table 4 of Part C, of the board and lodging expenses and the Department will reimburse further costs up to a maximum of the amount as set at Item 20 of Table 4 of Part C, per week for each child.

29.10 Conveyancing and Other Costs

A transferred employee who, as a consequence of the transfer to a new location, sells a residence at the former location and buys a residence or land upon which to erect a residence at the new location shall be entitled to reimbursement of expenses incurred in such transactions subject to the following:

- 29.10.1 Where a solicitor or a registered conveyancing company has been engaged to act on behalf of the employee in those transactions, the professional costs and disbursements by the solicitor or a registered conveyancing company in respect of such transactions.
- 29.10.2 Where an employee is entitled to reimbursement, the following expenses shall be covered:
- 29.10.2.1 Stamp Duty;
- 29.10.2.2 Where the employee has engaged a Real Estate Agent to sell the residence at the former location, the commission due to the Estate Agent.

- 29.10.3 Reimbursement of expenses shall be made where the sale of the employee's former residence and the purchase of either a residence or land is effected within a period commencing not earlier than six (6) months prior to the employee's transfer and ending not more than four (4) years after such transfer. The Department will be prepared to consider individual cases where the four (4) year period has been exceeded but will require full details of why sale and/or purchase of the transferred employee's residence could not be completed in the four (4) year period.
- 29.10.4 Where a transferred employee owns a residence at a former location and has taken up rented accommodation on transfer, the employee shall be regarded as covered by these provisions relating to the reimbursement of conveyancing and incidental costs on the current transfer or on a subsequent transfer provided the period of not more than four (4) years has elapsed since the employee's immediately preceding transfer.
- 29.10.5 Where it is not practicable for the transferred employee to purchase residence in the new location and such employee has disposed of the former residence, such employee is not to be excluded from the benefit of this clause when subsequently purchasing a residence in the new location on a current or subsequent transfer within the four (4) year period.
- 29.10.6 There is an upper ceiling, as set at Item 21 of Table 4 of Part C, on prices of the properties involved in either the sale or the purchase. This limit applies where employees are relocated from a Metropolitan Area to the country irrespective of the size, the value and the commerciality of the property being purchased provided transferred employees are not entitled to the reimbursement of costs involved in transactions where the sale or purchase of a large rural property or commercial premises might be involved.
- 29.10.7 Where a transferred employee dies before completion of either or both the sale or purchase transactions, the expenses incurred in such transactions, up to and including the finalisation of such transactions shall be payable by the Department and the family of the deceased employee is not required to reimburse the Department such expenses.

29.11 Stamp Duty and Other Charges

A transferred employee, who, as a consequence of the transfer, sells a residence at the former location and buys a residence or land upon which to erect a residence at the new location is entitled to be reimbursed:

- 29.11.1 Stamp Duty in respect of the purchase of the residence or the land and the house erected thereon at the new location;
- 29.11.2 Stamp Duty paid in respect of any mortgage entered into or the discharge of a mortgage in connection with the sale or purchase;
- 29.11.3 Registration fees on transfers and mortgages on the residence or the land and the house erected on the land on the following basis -
- 29.11.3.1 where the purchase is completed and the employee enters into occupation of the residence within 15 months of transfer, the reimbursement of Stamp Duty in full;
- 29.11.3.2 where the occupation of the residence purchased or erected is not completed within fifteen (15) months but is completed within four years of transfer, reimbursement of Stamp Duty is not to exceed the amount which would have been payable had the sale and purchase prices of the properties been the amount set at Item 21 of Table 4 of Part C, in each case.
- 29.11.4 A transferred employee who, as a consequence of the transfer to a new location, does not sell a residence at the former location but buys a residence or land upon which to erect a residence at a new location, is entitled to be reimbursed:

- 29.11.4.1 Stamp Duty in respect of the purchase of the residence or the land and a house erected on that land;
- 29.11.4.2 Stamp Duty paid on any mortgage entered into in connection with the purchase; and
- 29.11.4.3 Registration fees on transfer and mortgages on the residence or the land and a house erected on the land, provided the employee enters into occupation of the residence within fifteen (15) months of transfer to the new location.

29.12 Incidental Costs

- 29.12.1 A transferred employee who is entitled to the reimbursement of conveyancing and other costs for a purchase at the new location prior to the sale of the former residence is entitled to the reimbursement of any Council or any other Local Government rates levied in respect of the former residence while such former residence remains untenanted provided the employee can furnish acceptable evidence that reasonable efforts are being made to sell the former residence at a fair market price.
- 29.12.2 A transferred employee will be entitled to reimbursement of non-refundable costs in respect of the connection of gas and electricity supplies and of telephone installation at the new residence provided that:
 - 29.12.2.1 the connection of gas and electricity supplies were available to the land at the time of purchase and/or
 - 29.12.2.2 the cost of the telephone installation is to be reimbursed only where a telephone was installed at the former residence.
- 29.12.3 A transferred employee entitled to the reimbursement of conveyancing and other costs is entitled to reimbursement of the cost of survey certificates, pest certificates and/or Building Society registration fees reasonably incurred in seeking financial accommodation to purchase the new residence or the land upon which to erect a new residence and the fees associated with discharging the mortgage on the former residence.
- 29.12.4 A transferred employee shall be entitled to reimbursement for the fees charged by Australia Post for re-direction of mail for the first month following vacation of the former residence.

29.13 Relocation on Retirement

- 29.13.1 Upon retirement at a place other than the place of original recruitment to the Department, an employee is entitled to be reimbursed the costs actually and necessarily incurred in removing personal household effects to a location of the employee's choice together with the cost of insuring the same against damage in transit provided -
 - 29.13.1.1 the maximum amount of such reimbursement shall be limited to that payable had the employee moved to the place of original recruitment; and
 - 29.13.1.2 the employee's relocation is effected within twelve (12) months following retirement.
- 29.13.2 The above provision shall apply to any claims made by the widow or widower within a period of twelve (12) months of the transferred employee's death. In such cases the Commissioner will also be prepared to consider claims made by children or dependent relatives of the deceased in similar circumstances but will require full particulars as to the reasons.

29.14 Additional Provisions

- 29.14.1 Nothing contained in the provisions of this clause pertaining to leave shall deprive the employee of compensation for time spent in travelling.
- 29.14.2 Where the spouse of a transferred employee is also employed in the NSW Public Service and is also transferred, the assistance payable under this clause or under the Crown Employee's general provisions is to be paid to one partner only. This does not operate to restrict the leave entitlement of the transferred employee.
- 29.14.3 An employee whose appointment to a position may be subject to appeals action shall not move to the new location until the period during which appeals may be lodged has expired or all appeals action has been finalised. An employee may be directed to take up duty in the new location before appeals action is finalised but will be entitled to the leave provisions set out in this clause, in which case the following will apply:
- 29.14.3.1 Where the employee has dependants they may claim sustenance allowance under Clause 26, Travelling Compensation, until appeals action has been finalised;
- 29.14.3.2 Employees with dependants have a further period of up to twenty one (21) days immediately after all appeals action has been finalised to find suitable accommodation before such travelling compensation entitlements cease. Such period may be extended by the Commissioner if the Commissioner is satisfied that twenty one (21) days is insufficient time to find such accommodation.
- 29.14.3.3 The Commissioner shall not approve the movement of the employee's dependants or furniture and effects before all appeals action has been finalised unless exceptional or particularly difficult circumstances exist.
- 29.14.3.4 Employees without dependants may be given assistance with temporary accommodation pending the completion of any appeals action but are not to move their furniture and effects until appeals action has been finalised.

29.15 Adjustment of Entitlements

- 29.15.1 The entitlements provided by this clause, shall be adjusted in line with, and from the same effective dates, as the corresponding entitlements prescribed in the Crown Employees (Transferred Officers' Compensation) Award.

30. Rental of Premises

30.1 For the purpose of this clause only:

- 30.1.1 "accommodation" means quarters or premises, including a fire station, owned or leased by the Department.
- 30.1.2 "employee" means a Station Officer or an Inspector.
- 30.1.3 "market rental" means the market rental of the property as determined by the Commissioner in accordance with the Guidelines issued by the DPE.

30.2 Except as provided for in subclauses 30.3, 30.4 and 30.5, where an employee is required to and does occupy accommodation, the Department shall deduct from the rate of pay of the employee concerned an amount per week equal to 4% of the employee's "Per Week" rate of pay as prescribed in Tables 1 and 2, Rates of Pay, or 50% of the market rental of the accommodation, whichever is the lesser.

30.3 Where an employee was, on 19 August 1994, entitled to and occupying subsidised accommodation:

- 30.3.1 Such employee, subject to subclause 30.3.2, shall continue to pay the amount set at Item 19 of Table 3 of Part C (as adjusted from time to time in accordance with 30.4) per week unless the employee subsequently elects to move from that accommodation to different accommodation. If such an employee so elects, then the Department shall deduct from the rate of pay of the employee concerned an amount per week as prescribed in sub-clause 30.2.
- 30.3.2 And has exercised, or who has, a right of return transfer pursuant to Clause 30 (i) of the Fire Brigade Employees' (State) Award as published in NSW Industrial Gazette Volume 263 of 1991, such employee shall retain the right of return transfer. Provided that the continued entitlement to subsidised accommodation shall expire after a period of 2.5 years from the date of return transfer.
- 30.3.3 And is transferred by the Department from one country location to another country location, such employee shall retain the benefits of the provisions of sub-clause 30.3 as if the employee had not been so transferred.
- 30.4 The amount set at Item 19 of Table 3 of Part C, shall be increased from the same date and by the same percentage of any increase to the rate of pay prescribed for a Station Officer. All such increases shall be rounded off to the nearest 10 cents.
- 30.5 Employees who have entered into, or subsequently entered into, private tenancy arrangements with the Department are not entitled to the provisions of this clause.

Executive Officers

- 30.6 Except as provided for in subclause 30.8, where an Executive Officer is required to and does occupy accommodation, the Department shall deduct from the rate of pay of the Executive Officer an amount per week equal to 4% of the weekly equivalent of the Executive Officer's annual salary as prescribed in Table 1 of Part C or 50% of the market rental of the accommodation, whichever is the lesser.
- 30.7 The weekly equivalent referred to in subclause 30.6 shall be derived by multiplying the annual salary by 7 and dividing the result by 365.25.
- 30.8 An Executive Officer who has entered into, or subsequently enters into private tenancy arrangements with the Department is not entitled to the provisions of this clause.

31. Protective Clothing and Uniforms

- 31.1 The Department shall supply to all employees appropriate protective clothing for operational duties which shall meet relevant national and/or international Standards or as otherwise agreed to with the Union.
- 31.2 Employees supplied with the above clothing shall wear it in accordance with Departmental instructions.
- 31.3 The provision of wet weather gear shall be in accordance with existing practice, or as otherwise agreed between the parties.

32. Clothes Drying Facility

- 32.1 A drying closet for artificially drying clothing shall be provided by the Department at all fire stations to which employees are attached.

33. Cleaning of Clothes

- 33.1 For the purposes of this clause:

- 33.1.1 "Personal Protective Equipment" means external clothing designed for personal protection at an incident.
 - 33.1.2 "Duty wear" means duty wear trousers and duty wear shirt.
 - 33.1.3 "Dress uniform" is limited to Dress Trousers, Slacks, Culottes, Skirts, Galatea and Pullover.
- 33.2 Where any Personal Protective Equipment or Duty wear is supplied by the Department and is required to be worn by its employees, and such Personal Protective Equipment or Duty wear becomes soiled or damaged in the execution of duty as to require cleaning or repairs, such cleaning or repairs shall be done at the expense of the Department. Provided that the above Dress Uniform items shall also be cleaned or repaired at the expense of the Department.

34. Safety Belts

- 34.1 Safety belts shall be fitted to all seats on all vehicles operated by the Department which employees are called upon to drive or to ride upon on a public road. Employees are required to wear safety belts at all times while driving or a passenger in a vehicle operated by the Department.

35. Disputes Avoidance Procedures

- 35.1 Subject to the provisions of the *Industrial Relations Act* 1996, and Clause 36.2, and to enable claims, issues and disputes to be resolved while work proceeds normally, the following procedures are to apply.
- 35.2 Employee(s) and/or Union representatives will place the matter before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 35.3 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the next higher officer in charge of the relevant zone or region. That officer will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 35.4 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Director Human Resources. The Director Human Resources will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 35.5 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Commissioner. The claim, issue or dispute and all relevant circumstances relating to it will be fully reviewed by the Commissioner and the Union and all reasonable steps shall be taken in an attempt to resolve the matter.
- 35.6 No action is to be taken by the Union which would affect the Department's operations whilst a dispute is under investigation.
- 35.7 Failing agreement the claim, issue or dispute may be referred to the appropriate Industrial Tribunal.

36. Organisational Change under Subclause 36.2

- 36.1 This clause recognises the capacity of the Commissioner to make decisions to effect change within the Department.
- 36.2
 - 36.2.1 This clause applies to consultation and decisions regarding clauses 4 (Definitions), clause 8 (Hours of Work), clause 13 (Progression and Promotion Provisions), clause 19

(Examination and Assessment Leave) and clause 39 (Drug and Alcohol Protocol), to the exclusion of the procedures under clause 35.

- 36.2.2 This clause also applies in circumstances where the Commissioner decides to amend, revoke or replace the Department's guidelines, policies and/or procedures for the management of employees' conduct or performance.
- 36.3 Prior to making any decision to effect change in the circumstances prescribed by subclause 36.2, the Commissioner must consult with the Union.
- 36.4 Consultation will commence with a written notification to the Union regarding the proposed change(s). Thereafter there will be a reasonable opportunity for the Union to present its views in relation to the proposed changes.
- 36.5 If, during the consultation process, there is a reasonable basis for the Commissioner to conclude that the consultation process has been exhausted, the Commissioner shall advise the Union accordingly and the following procedures shall then operate.
- 36.6 The Commissioner will notify the Union and the workforce affected by the proposed change of his/her decision in relation to the subject of the proposed change as well as the process and timetable for its implementation.
- 36.7 If the matter remains in dispute and is referred by the Union to the Industrial Relations Commission within 7 days of the notification of the decision under clause 36.6, there will be no implementation of the change until the Industrial Relations Commission determines the matter or orders otherwise.
- 36.8 The Union and the Commissioner shall be bound by any order or determination of the Industrial Relations Commission in relation to the dispute.
- 36.9 If Industrial action is engaged in at any stage in the operation of the process under this clause, then the prohibition on implementation under clause 36.7 ceases to operate.
- 36.10 The operation of this clause shall be reviewed at the end of one year from the date of its commencement, for the purpose of considering whether any amendments are appropriate.

37. Acknowledgment of Applications and Reports

- 37.1 When an employee makes an application or a report in writing, to the proper officer, the employee shall be sent a memorandum or email acknowledging its receipt and noting the matter contained therein.
- 37.2 The result of an application shall be communicated to the employee no later than fourteen days after a decision has been reached. In cases where no decision has been reached within one month the reason for the delay shall be communicated in writing, by memorandum or email, to the employee.
- 37.3 The provisions of this clause shall not apply in cases where other procedures are specifically stipulated (eg, in Standing Orders or Commissioner's Orders).

38. Procedures Regarding Reports and Charges

- 38.1 When an employee is summoned to appear before the employee's Senior Officer or before the Department on a charge, appeal or formal inquiry, the employee shall be given particulars in writing of the charge or allegation, if any, against the employee, at least forty-eight hours before the hearing of the charge or appeal or the opening of the said inquiry. The employee shall be allowed access personally or by a representative duly authorised in writing by the employee, to all or any of the official papers, correspondence or reports of the Department relating to the charge, appeal or subject of the said inquiry.
- 38.2 The employee also shall be allowed to give and to call evidence on the employee's own behalf and to hear all evidence given.

- 38.3 If an employee so requests the employee may be represented by an officer of the Union before the employee's Senior Officer or the Department on all such occasions.
- 38.4
- 38.4.1 No report about an employee shall be placed on the records or papers relating to that employee unless the employee concerned has been shown the said report.
- 38.4.2 If the employee disagrees with the report, the employee shall be entitled to make such a notation on the report.
- 38.4.3 Evidence that the employee has been shown the report will be by either the employee's signature thereon, or in accordance with subclause 38.4.4.
- 38.4.4 Where an employee refuses to sign the report, such refusal shall immediately be noted upon the report by the Senior Officer handling the report, in such cases, the Senior Officer will advise the employee that the refusal to sign will be noted on the report and that the report, together with such notation, will be placed on the records or papers relating to that employee.
- 38.4.5 Further to subclause 38.4.4, in such circumstances, the Department will notify the Union, in writing, within seven days of such refusal and the Union shall be given an opportunity of replying to the report.
- 38.4.6 If the employee so desires, any written response from either the employee or the Union shall also be placed amongst the records or papers relating to the employee or noted thereon.
- 38.5 Where the Department has, for its own purposes, arranged for a transcript to be taken of proceedings on a charge appeal or formal inquiry, 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.
- 38.6 After the Senior Officer has announced the recommendation or when the Department has made its decision as the result of a charge or an appeal, the employee concerned shall be informed thereof, in writing, within seven days after such announcement or decision has been made or has been given, as the case may be.
- 38.7 For the purposes of this clause "Senior Officer" means the employee's Senior Officer or an Officer of a higher rank.

39. Alcohol and Other Drugs

- 39.1 The joint Protocol on Drug and Alcohol Safety and Rehabilitation in the Workplace, signed by the Department and the Union on 18 March 1998, shall apply to all employees covered by this Award until 4 September 2013, when it will be replaced by the FRNSW Alcohol and Other Drugs Policy and associated FRNSW Alcohol and Other Drugs Testing Procedures which shall thereafter then apply to all employees covered by this Award.
- 39.2 The Department may develop a new Protocol, or revised Policy or Procedures following consultation between the Department and the Union.

40. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 40.1 The entitlement to salary package in accordance with this clause is available to permanent full-time employees.

- 40.2 For the purposes of this clause:
- 40.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6, Rates of Pay and Allowances, Part C of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 40.2.2 "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.
- 40.3 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:
- 40.3.1 a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
- 40.3.2 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.
- 40.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 40.5 The agreement shall be known as a Salary Packaging Agreement.
- 40.6 Except in accordance with subclause 40.7, 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 Commissioner at the time of signing the Salary Packaging Agreement.
- 40.7 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:
- 40.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 40.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 40.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 40.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 40.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 40.9.1 *Police Regulation (Superannuation) Act 1906*;
- 40.9.2 *Superannuation Act 1916*;
- 40.9.3 *State Authorities Superannuation Act 1987*; or
- 40.9.4 *State Authorities Non-contributory Superannuation Act 1987*, the Department 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.

40.10 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 40.9 of this clause, the Department 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 may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

40.11 Where the employee makes an election to salary package:

40.11.1 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

40.11.2 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 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 6, Rates of Pay and Allowances, or Part C of this Award if the Salary Packaging Agreement had not been entered into.

40.12 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.

40.13 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.

41. Anti-Discrimination

41.1 It is the intention of the parties bound by this Award to seek to achieve the object in 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.

41.2 It follows that in fulfilling their obligations under the Disputes Avoidance Procedures prescribed by Clause 35 of 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.

41.3 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.

41.4 Nothing in this Clause is taken to affect:

41.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

41.4.2 offering or providing junior rates of pay to persons under 21 years of age;

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

41.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

42. Employees' Duties

42.1 An employee may be directed to carry out duties which are within the limits of his or her skills, competence, and training, in such a manner, as may be required by the Department, provided that:

42.1.1 the direction is reasonable,

42.1.2 an employee who elects to relinquish a rank or qualification shall cease to be considered to be capable of carrying out the duties associated with that former rank or qualification, and

42.1.3 the direction is not otherwise inconsistent with a provision of this Award.

42.2 Any direction issued by the Department pursuant to subclause 42.1 shall be consistent with:

42.2.1 the provision of a safe and health working environment,

42.2.2 ensuring that the Department responds to relevant technological changes and changes in its operating environment in a timely and effective manner.

42.3 The parties to this Award shall work collaboratively to ensure the effective and reasonable operation of this clause.

43. No Extra Claims

43.1 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.

43.2 The terms of subclause 43.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

44. Area, Incidence and Duration

44.1 This Award rescinds and replaces the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2016 published 19 February 2016 (379 IG 18).

44.2 This Award shall apply to all employees as defined in Clause 4, Definitions, of this Award and shall take effect on and from 17 February 2017, and shall remain in force until 16 February 2020.

PART C

MONETARY RATES

Table 1 - Rates of Pay effective on and from the dates shown

Classification	\$ per week		
	17 February 2017	16 February 2018	15 February 2019
Recruit Fire fighter	1,177.71	1,207.15	1,237.33
Fire fighter	1,365.90	1,400.05	1,435.05
Qualified Firefighter	1,517.67	1,555.61	1,594.50
Senior Fire fighter	1,608.73	1,648.95	1,690.17
Leading Fire fighter	1,699.79	1,742.28	1,785.84

Station Officer	1,927.44	1,975.63	2,025.02
Leading Station Officer	1,972.97	2,022.29	2,072.85
Inspector	2,276.51	2,333.42	2,391.75
Classification		\$ per annum	
Superintendent	147,756	151,450	155,236
Chief Superintendent	159,644	163,635	167,726

Table 2 - Rates of Pay effective on and from the dates shown

Classification	\$ per week		
	17 February 2017	16 February 2018	15 February 2019
Operational Support Level 1	1,705.21	1,747.84	1,791.54
Operational Support Level 2	1,932.91	1,981.23	2,030.76
Operational Support Level 2a	2,035.62	2,086.51	2,138.67
Operational Support Inspector	2,281.91	2,338.96	2,397.43
Operational Support Level 3a	2,474.34	2,536.20	2,599.61

MONETARY RATES

Table 3 - Allowances

The following allowances are effective on and from the date shown.

Item	Clause	Description	Unit	Amount 17/02/2017	Amount 16/02/2017	Amount 15/02/2019
1	6.61	Laundry expenses	\$ per week	38.44	39.40	40.39
2	6.62 9.8 12.7 12.15.4 12.16	Kilometre Allowance	\$ per km	1.25	1.28	1.31
3	6.63	Major Aerial Allowance	\$ per week	58.05	59.50	60.99
4	6.64	Minor Aerial Allowance	\$ per week	21.78	22.32	22.88
5	6.65	Hazmat Allowance	\$ per week	116.11	119.01	121.99
6	6.66	Communications Allowance, Non-Officers	\$ per week	180.51	185.02	189.65
7	6.67	Communications Allowance, Officers	\$ per week	195.73	200.62	205.64
8	6.68	Communications Allowance, Senior Officers	\$ per week	228.22	233.93	239.78
9	6.69	Country Allowance	\$ per week	7.87	8.07	8.27
10	6.6.10	Remote Area Allowance	\$ per week	30.17	30.92	31.69
11	6.6.11	Rescue Allowance	\$ per week	50.45	51.71	53.00
12	6.6.12	Service Allowance - 5 years or more, but less than 10 years - 10 years or more, but less than 15 years - 15 years or more	\$ per week	4.67 9.35 14.02	4.79 9.58 14.37	4.91 9.82 14.73
13	6.6.13	Marine Allowance	\$ per week	58.05	59.50	60.99
14	12a6.2 102-104	Meal Allowance	\$ per meal	29.40	29.40	29.40
15	102-104	Refreshment Allowance	\$ per meal	14.70	14.70	14.70
16	12.6	Relieving Allowance	\$ per rostered shift	33.38	34.21	35.07
17	12a.7	Deployment Allowance	\$ per day	176.25	180.66	185.18

18	25.2.4	Court Attendance Stand-By Rate - Periods of less than 24 hours - Periods of 24 hours	\$	15.60 23.39	15.99 23.97	16.39 24.57
19	30.3.1	Accommodation Contribution	\$ per week	39.90	40.90	41.90

Note: The amounts at Item 14 and Item 15 are subject to adjustment on 1 July each year pursuant to subclause 10.4.

Table 4 - Travelling/Transferred Employees Compensation Allowances

Item	Clause	Description	Unit	On and from 1 July 2016	
1	16.5.2 25.2.3 26.6.4 29.6.5 & 29.8.1	Specified (Casual) Journey Rate (Dependent on Engine Capacity) 2601cc & over 1601 to 2600cc Under 1600cc	Per km	36.76 cents 34.36 cents 28.82 cents	
2	25.2.8.4	Stand By Rate - see Item 17 in Table 3			
3	26.1.3	Hourly Rate - Travelling Compensation	Per hour	\$48.19	
4	26.3.1.1	Breakfast	Per meal	## \$26.45	^^ \$23.70
5	26.3.1.2	Lunch	Per meal	## \$29.75	^^ \$27.05
6	26.3.1.3	Dinner	Per meal	## \$50.70	^^ \$46.65
7	12a5.1, 26.4.1	Accommodation first 35 days (includes all meals) - Capital Cities - High Cost Country Centres - Tier 2 Country Centres	Per day	\$310.95 Sydney \$282.95 Adelaide \$330.95 Brisbane \$293.95 Canberra \$341.95 Darwin \$257.95 Hobart \$298.95 Melbourne \$328.95 Perth \$290.95 Bourke \$265.95 Gosford \$277.95 Maitland \$260.95 Mudgee \$290.95 Newcastle \$454.95 Norfolk Island \$280.95 Orange \$265.95 Port Macquarie \$269.95 Wagga Wagga \$261.95 Wollongong \$ 248.45 Albury \$ 248.45 Armidale \$248.45 Bathurst	
				\$248.45 Bega \$248.45 Broken Hill \$248.45 Coffs Harbour \$248.45 Cooma \$248.45 Dubbo \$248.45 Goulburn \$248.45 Griffith \$248.45 Gunnedah \$248.45 Lismore \$248.45 Muswellbrook	

				\$248.45 Nowra \$248.45 Queanbeyan \$248.45 Tamworth \$248.45 Tumut \$226.45
		- Other Country Centres		
8	12a5.2 26.4.2	Actual Necessary Expenses - all locations	Per day	\$19.05
9	26.4.3	Accommodation - after first 35 days and up to 6 mths	Per day	50% of the appropriate location rate
10	26.5	Government Accommodation - Incidental Expenses - all locations	Per day	\$19.05
11	26.6.5.4 & 29.8.4	Official Business Rate (Dependant on Engine Capacity) Over 2601cc 1601 to 2600cc under 1600cc	Per km	103.65 cents 96.59 cents 69.18 cents
12	29.5.1 - 29.5.3	Temporary Accommodation	Per week (up to a maximum of)	\$254.00
13	29.5.2	Board & Lodging expenses to be covered by Employee	Per week	\$51.00
14	29.5.4.1	Laundry Allowance - Employee only rate	Per week	\$4.50
15	29.5.4.2.	Laundry Allowance - Employee and Dependants rate	Per week (actual expenses to a maximum of)	\$13.00
16	29.6.2	Cost of Insurance of Furniture and Effects in transit and in Storage	(up to a maximum of)	\$38,000
17	29.6.3.2	Accelerated depreciation of personal/household effects in transit	(up to a maximum of)	\$1,126
18	29.6.3.2	Value of furnishings and fittings	(up to a maximum of)	\$7,037
19	29.9.2	Board & Lodging to be covered by parent/guardian	Per week	\$27.00
20	29.9.2	Board & Lodging cost for Dependent staying in initial location due to Year 12 subjects	Per week	\$56.00
21	29.10.6 & 29.11.3.2	Relocation - City to Country for sale of property	(up to a maximum of)	\$520,000

Legend: Effective Dates are with effect from the first pay period to commence on or after the date.

= Capital Cities & High Cost Country Centres.

^^ = Tier 2 Country Centres & Other Country Centres.

I. TABBAA, Acting Chief Commissioner.

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (FIRE AND RESCUE NSW RETAINED
FIREFIGHTING STAFF) AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Fire Brigade Employees' Union of New South Wales, Industrial Organisation of employees.

(Case No. 2017/42346)

Before Acting Chief Commissioner Tabbaa

16 February 2017

AWARD

PART A

1. Introduction

- 1.1 This Award shall be known as the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2017.
- 1.2 This Award regulates the rates of pay and conditions of employment for employees covered by this Award.
- 1.3 All references in this Award to Firefighter, Deputy Captain or Captain shall also be taken to be a reference to CFR Firefighter, CFR Deputy Captain and CFR Captain respectively and vice versa, excepting for Table 2 of Part B and any other specific reference to CFR in this Award.

2. Index

Clause No.	Subject Matter
1.	Title
2.	Index
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4.	Definitions
5.	Intentions and Commitments
6.	Rates of Pay and Allowances
7.	Higher Duties
8.	Meals and Refreshments
9.	Use of Personal Transport
10.	Annual Leave
11.	Compassionate Leave
12.	Long Service Leave
13.	Military Leave
14.	Parental Leave
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17.	Special Leave for Union Activities
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21.	Transfers
22.	Procedures Regarding Reports and Charges
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30. Alcohol and Other Drugs
31. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
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33. Anti-Discrimination
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PART B

MONETARY RATES

- Table 1 - Retainers
- Table 2 - Rates of Pay
- Table 3 - Allowances
- Table 4 - Authorised Duties
- Table 5 - Travelling Compensation Allowances

3. Basic Wage

This Award, in so far as it fixes rates of pay, is made by reference and in relation to the adult basic wage currently in force under the said Clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and other provisions, of the *Industrial Relations Act 1996*.

4. Definitions

"Brigade" for the purposes of this Award means any individual brigade of Fire and Rescue NSW constituted under the *Fire Brigades Act 1989*.

"Commissioner" means Commissioner of the Department holding office as such under the *Government Sector Employment Act 2013*.

"CFR" means Community First Responder, the medical first response role performed by CFR firefighters as at 21 June 2012 in support (but not in lieu) of the Ambulance Service of NSW.

"CFR Brigade" means any Brigade that is designated as such by Fire & Rescue NSW from time to time and such designation may be attached or withdrawn following consultation with the Union.

"CFR firefighter" means an employee who is both attached to a CFR Brigade and who is qualified to undertake CFR duties. Any retained firefighter attached to a CFR Brigade may request CFR training and then shall be provided with such training as soon as practicable. Any CFR firefighter may at any time elect to relinquish their CFR qualification and classification.

"Department" means Fire and Rescue NSW established by the *Fire Brigades Act 1989* and as a Public Service Executive Agency under Schedule 1 of the *Government Sector Employment Act 2013*.

"Emergency Meal" means a Long Life Meal Pack supplied when the provision of a Substantial Meal is not practicable, the basis of which shall be a self-heating 320g meal that is generally meat based (except for special diet packs such as vegetarian or vegan packs) and shall also include one dried fruit or fruit and nut mix (Sunbeam Fruit and Nut 40g, Fruit on the Go 50g, or similar) and one cheese and biscuits (Uncle Tobys Le Snak Cheddar Cheese 20g, or similar) or one fruit pack (Goulburn Valley no added sugar 220g, or similar) and one 100% fruit juice box (Just Juice 250 ml, or similar).

"Employee" means a person classified by the Department as a Retained Firefighter and appointed as a Volunteer Firefighter pursuant to the provisions of the *Fire Brigades Act 1989*.

"Fire District" has the same meaning as in the *Fire Brigades Act 1989*.

"GSA" (Greater Sydney Area) means within the area bounded by the Local Government areas of Northern Beaches, Hornsby, Baulkham Hills, Hawkesbury, Penrith, Liverpool, Wollondilly, Campbelltown and Sutherland.

"Incident" means a fire call or any other emergency incident attended by Fire and Rescue NSW.

"Merit selection" means a fair, transparent, impartial process that assesses the merit of all applicants so that the employee selected is the applicant who is the most suitable to perform the duties of the vacant position.

"Refreshments" means tea bags, instant coffee, boiling water, sugar, long life milk, two biscuits and one cereal bar (any bar from the following list: K Time Twists 37 g bar, All-Bran Baked Bars 40g bar, Uncle Tobys Crunchy Muesli Bars Apricot, Uncle Tobys Fruit Twist - Apple and Pear, or similar) or one Goulburn Valley or similar fruit pack 220 g (no added sugar) and one liquid meal drink (any drink from the following list: Sustagen Sport 250 ml, Up and Go 250 ml, or similar) or one carbohydrate/electrolyte beverage (Sqwincher Qwik Serv 42g sachet, or similar).

"Retainer" means the relevant amount set out at the Entitlement Codes at subclause 6.3.1.1 that is paid per fortnight to employees in accordance with their classification, less the fortnightly equivalent of any contribution required pursuant to the Crown Employees (NSW Fire Brigades Firefighting Staff Death and Disability) Award 2012 or its successors.

"Service" for the purposes of determining leave entitlements, means continuous service.

"Special Leave Without Pay" means a period of approved unpaid leave during which the employee's retainer shall be unaffected.

"Substantial Meal" means a meal identified in the Department's Incident Ground Meals Guide, as published at the date of the making of this Award, or a meal of a similar nutritional and sensory quality standard.

"Union" means the Fire Brigade Employees' Union of New South Wales.

5. Intentions and Commitments

- 5.1 The intention of this Award is to regulate the rates of pay and conditions of employment for employees covered by this Award.
- 5.2 The specific commitment in relation to this Award is for the parties to jointly investigate, agree upon and ensure the introduction of a software application that shall be used by all employees in receipt of the RTAAS Allowance to declare their compulsory availability and, if they elect, any additional availability that they may wish to declare, and to monitor their brigade's availability on both a projected and real-time basis.

6. Rates of Pay and Allowances

- 6.1 Rates of pay and Retainers shall be paid in accordance with the Entitlement Codes for an employee's classification, as prescribed in subclause 6.3.1. The monetary amounts corresponding to the Entitlement Codes are as set out in Tables 1 and 2 of Part B, Monetary Rates.
- 6.2 The Retainers are paid in recognition of and compensation for the attendances and periods of declared availability required of employees by Clause 28, and include a loading in compensation for:
 - 6.2.1 Annual leave loading.
 - 6.2.2 The driving and operating of all vehicles operated by appropriately qualified employees as at 30 September 1999 and rescue and hazmat vehicles outside the GSA and the Newcastle, Lake Macquarie, Wollongong, Shellharbour, Central Coast and Blue Mountains Local Government

Areas. The operation of any other vehicles shall be by agreement between the Union and the Department.

6.2.3 Rescue, Cordage, Hazmat & Unit Trainer capabilities and CBT qualifications required to be held under subclause 6.3.

6.3 Retainers, Rates of Pay and Classifications

6.3.1 Entitlement Codes

6.3.1.1 Firefighter Retainers

	Retainer Level	Compulsory availability per week	Entitlement Code
Recruit Firefighter, Firefighter and CFR Firefighter	Standard Retainers (anytime, any day of the week)		
	Base	24 hours	A
	50%	48 hours	B
	75%	72 hours	C
	100%	96 hours	D
	Weekday Retainers (between 0600 hours and 1800 hours, Monday to Friday only)		
	50%	30 hours	B
	75%	40 hours	C
	100%	50 hours	D

6.3.1.2 Deputy Captain Retainers

Deputy Captain and CFR Deputy Captain	Retainer Level	Compulsory availability per week	Entitlement Code
	Standard Retainers (anytime, any day of the week)		
	Base	24 hours	E
	50%	48 hours	F
	75%	72 hours	G
	100%	96 hours	H
	Weekday Retainers (between 0600 hours and 1800 hours, Monday to Friday only)		
	50%	30 hours	F
	75%	40 hours	G
	100%	50 hours	H

6.3.1.3 Captain Retainers

Captain and CFR Captain	Retainer Level	Compulsory availability per week	Entitlement Code
	Standard Retainers (anytime, any day of the week)		
	Base	24 hours	I
	50%	48 hours	J
	75%	72 hours	K
	100%	96 hours	L
	Weekday Retainers (between 0600 hours and 1800 hours, Monday to Friday only)		
	50%	30 hours	J
	75%	40 hours	K
	100%	50 hours	L

6.3.1.4 Hourly Rates

Classification	1st Hour	Each subsequent half-hour or part thereof
Recruit Firefighter	M	N
Firefighter	O	P
CFR Firefighter	Q	R
Deputy Captain	S	T
CFR Deputy Captain	U	V
Captain	W	X
CFR Captain	Y	Z

6.3.2 Transitional arrangements

- 6.3.2.1 Employees who on 29 May 2014 held the classification of Firefighter C and who commenced employment on or after 1 January 2014 shall on and from 30 May 2014 be re-classified as Recruit Firefighter.
- 6.3.2.2 Employees who on 29 May 2014 held the classification of Firefighter C and who commenced employment prior to 1 January 2014 shall on and from 30 May 2014 be re-classified as Firefighter.
- 6.3.2.3 Employees who on 29 May 2014 held the classification of Firefighter A or Firefighter B or CFR Firefighter A, CFR Firefighter B or CFR Firefighter C shall on and from 30 May 2014 be re-classified as Firefighter or CFR Firefighter respectively.
- 6.3.2.4 Employees who on 29 May 2014 held the classification of Deputy Captain A or B or CFR Deputy Captain A or B shall on and from 30 May 2014 be re-classified as Deputy Captain or CFR Deputy Captain respectively.
- 6.3.2.5 Employees who on 29 May 2014 held the classification of Captain A or B or CFR Captain A or B shall on and from 30 May 2014 be re-classified as Captain or CFR Captain respectively.
- 6.3.2.6 Once re-classified, all employees shall commence on the Base level of the Standard Retainer for their classification.
- 6.3.3 All new employees shall commence employment in the classification of Recruit Firefighter and on the Base level of the Standard Retainer, and shall not progress to a higher and/or Weekday Retainer other than in accordance with subclause 6.3.6.
- 6.3.4 Progression from Recruit Firefighter to Firefighter shall be subject to six (6) months service from the date of commencement as a Recruit Firefighter and to the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Firefighter.
- 6.3.4.1 Failure to achieve progression to Firefighter within a reasonable time, will result in the employee being considered unsuitable for continued employment, and the employment of such an employee will be terminated accordingly. In such circumstances, the Department will advise the Union that the services of the employee are to be terminated.
- 6.3.4.2 The reference to "reasonable time" in subclause 6.3.4.1 means a period in excess of six (6) months. The excess time to be allowed shall be determined by the Commissioner after taking into account all the circumstances of the case of the employee concerned.

- 6.3.5 Progression from Firefighter to Deputy Captain or Captain, or from Deputy Captain to Captain shall in each case be subject to a vacancy and shall be determined solely on the basis of merit selection.
- 6.3.6 Progression from one Standard Retainer to any higher Standard Retainer, or from one Standard Retainer to any Weekday Retainer, or from one Weekday Retainer to any higher Weekday Retainer shall be subject to the occurrence of a vacancy and shall be determined solely on the basis of merit selection. The number of higher and/or Weekday Retainers available at any brigade (if any) will remain solely at the Department's discretion and subject to expansion or reduction pursuant to subclause 6.3.7.
- 6.3.7
- 6.3.7.1 An employee who applies for and is subsequently appointed to a higher Standard Retainer and/or a Weekday Retainer may be transferred to a lower Retainer, either Standard or Weekday, without the employee's consent provided; firstly, that the Department provides the employee(s) concerned with at least one month's written notice of such transfer; and secondly, that such transfers are applied as equitably within the brigade as reasonably possible in the circumstances; and thirdly, that the employee's transfer is not a consequence of disciplinary action, in which case neither of the preceding requirements will apply and the transfer may be affected immediately.
- 6.3.7.2 An employee's Retainer (Standard or Weekday) and Level (Base, 50%, 75% or 100%) shall remain unaffected by a change in the employee's classification. By way of example, a Firefighter on a Weekday 50% Retainer under subclause 6.3.1.1 at the time of their appointment to Deputy Captain would continue on a 50% Weekday Retainer under subclause 6.3.1.2 until transferred to a higher Retainer pursuant to subclause 6.3.6, or to a lower Retainer pursuant to subclause 6.3.7.1.
- 6.3.8 Progression of employees to their corresponding CFR classification (Firefighter, Deputy Captain or Captain, whichever applies) shall be subject to:
- 6.3.8.1 attachment to a CFR Brigade; and
- 6.3.8.2 the satisfactory completion of the training and/or training competencies specified for CFR duties.
- 6.4 Employees appointed as Unit Trainers shall receive payment at the rates prescribed at Items W and X when delivering training at regular station drills, for the duration of the drill.
- 6.5 Calculation of Payment for Duties Performed
- 6.5.1 Employees shall be paid, subject to the provisions of subclauses 6.5.2 and 6.5.3, for the total period of time spent performing duties, which shall be calculated as follows:
- 6.5.1.1 Attendance at Scheduled Weekend Training courses - the period of attendance shall be equivalent to the scheduled training hours.
- 6.5.1.2 Major Emergencies - Periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of subclause 29.5.
- 6.5.1.3 Attendance at Zone Conferences - the period of attendance shall be equivalent to the scheduled hours of the conference.
- 6.5.1.4 Royal Easter Show - periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of subclause 6.9.

- 6.5.1.5 In all other instances - employees shall be paid for the period that elapses from the time the employee signed on in the occurrence book at the employee's station, until the time such employee signs off in the occurrence book at the employee's station.
- 6.5.2 The minimum periods of payment shall be as follows:
- 6.5.2.1 Attendance at an incident, hazard reduction, and unit training - a minimum payment of one hour. All subsequent time thereafter shall be paid to the half hour.
- 6.5.2.2 Regular drills (of which there shall be two per station, per month) - a minimum payment of two hours.
- 6.5.2.3 All other authorised duties (excepting Travelling Time) - a minimum payment of one hour. All subsequent time to be paid to the minute.
- 6.5.2.4 Travelling time - where an employee is entitled to travelling time in terms of this Award, all such time shall be paid to the minute.
- 6.5.2.5 Relief Duties - where an employee performs relief duties in accordance with subclause 6.7 for three hours or less, such employee shall receive a minimum payment of three hours for each such relief. All subsequent time thereafter shall be paid to the minute.
- 6.5.2.6 Attendance at scheduled weekend training courses and zone conferences - a minimum payment of eight hours per day spent in attendance.
- 6.5.2.7 Except in the case of regular drills and authorised duties, where the purpose for which an employee was required to report for duty is completed, the employee shall be released.
- 6.5.3 An employee who attends either the station or the incident within 30 minutes of notification shall for each such attendance be entitled to payment pursuant to subclause 6.5.2.1 unless the employee was already performing duty at the time of the notification (for example, the employee had returned from a previous incident but had not signed off in the occurrence book prior to notification of the subsequent incident).
- 6.5.4 If the non-availability of retained firefighting staff at any brigade requires the Department to maintain minimum staffing with either a permanent firefighter, or a retained firefighter from another station pursuant to subclause 6.8, then only those employees who had declared their availability shall be responded until such time as the minimum staffing by that brigade's employees is restored and the permanent firefighter or retained firefighter performing relief duties has been released, whereupon the ordinary notification and response of employees attached to the brigade shall resume.
- 6.6 Authorised Duties
- 6.6.1 Where an employee is required to attend meetings or to perform other authorised duties, payment shall be made at the appropriate rate of pay for the employee's classification pursuant to subclause 6.5.1.5. Such authorised duties include, but are not limited to, those duties that are set out in Table 4 - Authorised Duties, of Part B, Monetary Rates.
- 6.6.2 Employees seeking to attend meetings and/or perform duties in accordance with subclause 6.6.1 which are not referred to in the said Table 4 must receive authorisation from the relevant Captain, Inspector or higher ranking officer prior to the performance of such duties.
- 6.6.3 Each station shall be allowed not less than:
- 6.6.3.1 26 hours per month of station-based duties; and

- 6.6.3.2 1.5 hours per week, per vehicle of Engine Keeper duties; and
- 6.6.3.3 2 hours per week, per vehicle of Station Inventory Management System (SIMS) duties; and
- 6.6.3.4 16 hours per annum of attendance at station open days and local shows; and
- 6.6.3.5 in the case of any and all other authorised duties:
 - 6.6.3.5.1 14 hours per month if attending 100 incidents or less per year.
 - 6.6.3.5.2 19 hours per month if attending more than 100 but less than 200 incidents per year.
 - 6.6.3.5.3 24 hours per month if attending 200 or more incidents per year.

6.7 Relief Duties

- 6.7.1 Where an employee is required to maintain minimum staffing due to the non-availability of retained or permanent firefighting staff at another station, or permanent firefighting staff at the employee's own station, such employee shall be paid the amount prescribed at Entitlement Code "RD3" of Table 2 of Part B for the first three hours, or part thereof, and at the rate prescribed at Entitlement Code "RDH" of Table 2 of Part B for any period thereafter which elapses from the time the employee signed on in the occurrence book of the relief station, until the time such employee signs off in the occurrence book of the relief station. Provided that employees who perform relief duties in accordance with this subclause shall not attract additional payment under this Clause for attendance at incidents or performing authorised duties or drills during the period of the relief.
- 6.7.2 Employees who relieve at a station other than their own shall be paid the appropriate rate per hour prescribed for the employee's classification for the duration of the forward and return journeys between the employee's station and the location of the relief. All such time shall be paid to the minute.
- 6.7.3 Where it is necessary for an employee to use the employee's private vehicle to perform relief duties, such employee shall be paid the rate per kilometre prescribed at Entitlement Code "KM" of Table 3 of Part B for the forward and return journeys between their residence and their station, and the forward and return journeys between their station and the location of the relief.

6.8 Attendance at the Royal Easter Show

- 6.8.1 The following hourly rates shall be paid to employees working at the Royal Easter Show:
 - 6.8.1.1 For Recruit Firefighter and Firefighter, the rate prescribed at Entitlement Code "RASf" of Table 2 of Part B of this Award.
 - 6.8.1.2 For Deputy Captain, the rate prescribed at Entitlement Code "RASDC" of Table 2 of Part B of this Award.
 - 6.8.1.3 For Captain, rate prescribed at Entitlement Code "RASC" of Table 2 of Part B of this Award.
- 6.8.2 The rates prescribed in 6.8.1 above are all incidence of employment rates and, standing anything else prescribed in this Award, employees receiving such rates shall:
 - 6.8.2.1 only be entitled to be paid for the hours actually worked at the Royal Easter Show. Provided that, if an employee cannot attend for duty due to illness or incapacity and provides a medical certificate pursuant to subclause 16.3 then the employee shall be entitled to be paid for the hours that would have otherwise been worked.

- 6.8.2.2 not be entitled to any payment or compensation for travelling time or travelling costs in connection with attendance at the Royal Easter Show;
 - 6.8.2.3 not be entitled to any payment or compensation with respect to either meals (except as provided for 6.8.4) and/or accommodation in connection with attendance at the Royal Easter Show;
 - 6.8.2.4 not be entitled to the payment of overtime or downtime in connection with attendance at the Royal Easter Show.
 - 6.8.3 All payments made under this subclause shall count for the purpose of any paid leave.
 - 6.8.4 In the event that the employees attend an incident while working at the Royal Easter Show such employees shall be entitled to the provisions of Clause 8 - Meals and Refreshments.
 - 6.8.5 Attendance at the Royal Easter Show shall be treated as a period of authorised absence for the purposes of subclause 28.2.
- 6.9 RTAAS Allowance
- 6.9.1 The Retained Telephone Alerting and Availability System Allowance prescribed at Entitlement Code "RTAAS" of Table 3 of Part B of this Award shall be paid to employees who provide the Department with a valid telephone number in compensation for the maintenance of that primary contact number and the use of an agreed software application to declare their compulsory availability and, if they elect, any additional availability that they may wish to declare, and to monitor their brigade's availability on both a projected and real-time basis.
- 6.10 Overtime
- 6.10.1 Where an employee works in excess of ten (10) consecutive hours, such employee shall be paid at overtime rates for the hours worked in excess of ten (10). Provided that the provisions of this subclause shall not apply to employees receiving payment under either Clause 29, Attendance at Major Emergencies subclause 6.7, Relief Duties or subclause 6.8, Attendance at the Royal Easter Show.
 - 6.10.2 Overtime shall be paid for at the rate of time and one half for the first two (2) hours and at the rate of double time thereafter, for the rate(s) prescribed for the employee's classification, provided that all overtime shall be paid to the half hour in accordance with subclause 6.5.2.1.
 - 6.10.3 Employees who work on Easter Sunday or on any additional public holiday that is Gazetted or otherwise confirmed by the NSW Government shall be paid at overtime rates for all hours worked on each such day. For the purposes of this subclause, additional public holidays shall not include local public holidays.
- 6.11 Overpayments
- 6.11.1 In cases where an employee has been overpaid, the Department shall be entitled to recover such overpayment in full. Unless the employee agrees otherwise, the maximum rate at which the overpayment can be recovered is an amount calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly remuneration.
 - 6.11.2 In all cases where overpayments have occurred, the Department shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The Department will also advise the employee of the pay period from which the recovery of the overpayment is to commence.

- 6.11.3 The recovery rate of 10% of an employee's gross fortnightly remuneration referred to in subclause 6.11.1, may be reduced by approval of the Commissioner if the Commissioner is satisfied that such a rate of recovery would cause undue hardship to the employee concerned.
- 6.11.4 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 6.11.1, the Department shall have the right to deduct any balance of such overpayment from any monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

6.12 Payment of Monies

- 6.12.1 Employees shall be paid fortnightly.
- 6.12.2 Payments shall be made into a bank account specified by the employee, or other financial institutions acceptable to the Department and Union.
- 6.12.3 Employees shall be paid within two pay periods of the date of any work performed under this Award.

6.13 Payroll Deductions

- 6.13.1 Except as provided for in subclause 6.13.2, all salary deductions shall be made in accordance with Treasury Guidelines.
- 6.13.2 Upon application by an employee, the Department shall make deductions from the employee's pay for Union subscriptions and shall forward the amount so deducted to the Union as soon as possible thereafter.

6.14 Method of Calculation of any Future Adjustment

- 6.14.1 The Retainers at Table 1 of Part B shall in future be adjusted by calculating the increase for each 100% Level Retainer to the nearest cent and then calculating the remaining Levels for each classification by the corresponding percentage, with the Base Level Retainer at subclause 6.3.1.1 to be calculated at 25% and the Base Level Retainers at subclauses 6.3.1.2 and 6.3.1.3 to be calculated at 37.5%.
- 6.14.2 The Rates of Pay for Entitlement Codes M to Z inclusive at Table 2 of Part B shall in future be adjusted:
 - 6.14.2.1 firstly, by calculating the increase for the Deputy Captain classification to the nearest cent to arrive at a new 1st hour, 100% rate and:
 - 6.14.2.2 secondly, by then multiplying the new 100% rate by 80%, by 90% and by 112% and rounding each result to the nearest cent to arrive at the new rate for the Recruit Firefighter, Firefighter and Captain classifications respectively, and
 - 6.14.2.3 thirdly, by then multiplying the new 100% rate and each of the new rates produced by subclause 6.14.2.2 by 107% and then rounding each result to the nearest cent to arrive at the new rates for the corresponding CFR classifications, and
 - 6.14.2.4 finally, by then dividing each of the new 1st hour rates produced by this subclause by two and then rounding to the nearest cent in order to arrive at the corresponding new half hour rate for each classification.
- 6.14.3 The Rates of Pay for Entitlement Codes RASF, RASDC and RASC at Table 2 of Part B shall in future be adjusted:
 - 6.14.3.1 firstly, by calculating the increase for the Firefighter rate at Entitlement Code RASF to the nearest cent, and

- 6.14.3.2 secondly, by then subtracting the new Firefighter rate at Entitlement Code O from the new Royal Easter Show firefighter rate at Entitlement Code RASF, and
- 6.14.3.3 thirdly, by then adding the amount produced at subclause 6.14.3.2 to the new Deputy Captain rate at Entitlement Code S and to the new Captain rate at Entitlement Code W to arrive at the new Royal Easter Show rates for the Deputy Captain and Captain classifications at Entitlement Codes RASDC and RASC respectively.

7. Higher Duties

- 7.1 In selecting Firefighters to perform Higher Duties at the Deputy Captain classification, or Deputy Captains (including Acting Deputy Captains) to perform Higher Duties at the Captain classification, a merit based selection process need not be applied provided, firstly, that in making such appointments the Department shall have regard to the principles of equitably sharing career development opportunities, and secondly, that as soon as it becomes known that the duration of the relief may last for two months or more then expressions of interest are to be called for from employees holding the relevant classification and determined on the basis of merit selection.
- 7.2 An employee shall not be entitled to perform Higher Duties unless the employee is qualified to perform such duties.
- 7.3 An employee performing Higher Duties shall be paid for the period of relief, the difference between the employee's usual hourly rates of pay and the hourly rates of pay for the classification in which the Higher Duties are performed. Provided that:
 - 7.3.1 The difference between the employee's Retainer payment and the Retainer payment for the classification in which the Higher Duties are performed shall not be paid unless the Higher Duties are performed for a continuous period of seven days or more; and
 - 7.3.2 The employee shall do so at their ordinary Retainer Level (eg, Base, 50%, 75% or 100%) and not at the Level of the employee into whose position they are acting unless the employee who is performing the Higher Duties agrees otherwise.
- 7.4 Attendance at an Incident
 - 7.4.1 Any Higher Duties entitlement in terms of this clause which was actually being paid, or which should have been paid, during a period immediately prior to an incident, shall not be diminished as a consequence of the incident.
 - 7.4.2 Except as provided for in 7.4.1, the only other circumstances under which a Higher Duties payment is to be made during an incident is in a case where neither the Captain nor the Deputy Captain of that Brigade attends the incident. In such cases, only one employee shall be entitled to a Higher Duties payment at the Deputy Captain hourly rate of pay and that employee shall be the employee who was in charge of the Brigade for the majority of the time. To avoid doubt, in the case of attendance by multiple Retained Brigades, a Higher Duties payment shall be made to the relevant employee from each Brigade whose Captain and Deputy Captains(s) do not attend the incident.
 - 7.4.3 For the purposes of 7.4.2, the term "Captain" and "Deputy Captain" shall also mean "Acting Captain" and "Acting Deputy Captain" in cases where an employee was, during the period immediately prior to the incident, the Acting Captain or Acting Deputy Captain in terms of this clause.

8. Meals and Refreshments

- 8.1 Attendance at an Incident
 - 8.1.1 For the purposes of this clause, an "incident" also includes hazard reduction.

- 8.1.2 Where an employee attends an incident which extends for two hours or more Refreshments shall be provided no later than two hours after the start of the incident.
- 8.1.3 Where such an incident extends for four hours or more, the employee shall be provided with a Substantial Meal. After every subsequent four hours of attendance at such an incident, a further Substantial Meal shall be provided.
- 8.2 Payment in Lieu of the Provision of Refreshments/Meals
- 8.2.1 Where Refreshments are not provided in terms of subclause 8.1.2, the Refreshment Allowance set at Entitlement Code "RA" of Table 3 of Part B, shall be paid.
- 8.2.2 Where an Emergency Meal is supplied in lieu of a Substantial Meal, the Refreshment Allowance set at Entitlement Code "RA" of Table 3 of Part B, shall be paid.
- 8.2.3 Where a Substantial Meal or Emergency Meal is not provided in terms of subclause 8.1.3, the Meal Allowance set at Entitlement Code "MA" of Table 3 of Part B, shall be paid.
- 8.3 Calculation of Future Adjustments to Refreshments/Meal Allowances
- 8.3.1 The allowances referred to in this clause shall be calculated as follows:
- 8.3.1.1 The Meal Allowance at Entitlement Code "MA" of Table 3 of Part B, is the average, rounded to the nearest five cents, of the amounts prescribed for the overtime meal allowances for breakfast, lunch and dinner at Item 19 of Table 1 Part B of the Crown Employees (Public Service Conditions of Employment) Award 2002 as subsequently adjusted pursuant to subclause 8.3.1.3.
- 8.3.1.2 The Refreshment Allowance at Entitlement Code "RA" of Table 3 of Part B, is half, rounded to the nearest five cents, of the amount at Entitlement Code "MA" of Table 3 of Part B.
- 8.3.1.3 The amounts specified in subclauses 8.3.1.1 and 8.3.1.2 shall be adjusted on 1 July in line with the corresponding reasonable allowance amount for overtime meals for the appropriate financial year as published by the Australian Taxation Office (ATO).

9. Use of Personal Transport

- 9.1 Attendance at an incident
- 9.1.1 Where it is necessary for an employee to use the employee's private vehicle to attend an incident, the employee shall be paid at the rate prescribed at Entitlement Code "KM" of Table 3 of Part B, per kilometre, as follows:
- 9.1.1.1 The return distance from the employee's residence to the station or the distance actually travelled on the forward and return journeys to the station, which ever is the lesser, provided that payment shall be limited in all instances to a return distance of 14 kilometres; and
- 9.1.1.2 The return distance from the station to the incident, if it is necessary for the employee to use the employee's private vehicle to travel from the station to the incident.
- 9.2 Attendance at Authorised Meetings and Other Duties
- 9.2.1 Where an employee is required to use the employee's private vehicle to attend such meetings or to perform such other authorised duties as prescribed in subclause 6.6, the employee shall be paid

the rate prescribed at Entitlement Code "KM" of Table 3 of Part B, of this Award per kilometre for the actual distance necessarily and reasonably travelled for that purpose.

9.2.1.1 Provided that where an employee is authorised to, and does, use his or her own private vehicle and the principal purpose of the journey is, or is as a consequence of, the transportation of the Department's equipment and/or appliances from one location to another, then such employee shall be paid the appropriate rate per hour prescribed for the employee's classification in addition to the rate per kilometre prescribed at Entitlement Code "KM" of Table 3 of Part B. Provided further that, for the purposes of this subclause:

9.2.1.1.1 An employee's turnout gear shall not be regarded as equipment.

9.2.1.1.2 The hourly rate shall be paid on a basis similar to travelling time. That is, no minimum period of payment and all time to be paid to the minute.

9.2.1.1.3 Where the reason for the journey is to attend an incident, the normal provisions of this Award shall apply in lieu of the provisions of this subclause.

9.2.2 The provisions of this clause shall not apply where transport is provided by the Department.

9.2.3 Employees who are required to attend such meetings or perform such authorised duties, but do not use their private vehicle and are therefore not entitled to claim the rate prescribed at Entitlement Code "KM" of Table 3 of Part B, shall be entitled to claim travelling time and/or travelling expenses in accordance with clause 19, Travelling Compensation.

10. Annual Leave

10.1 On each anniversary of an employee's appointment to the Brigade, an employee shall be entitled to annual leave. Such annual leave shall accrue at the rate of four weeks for each completed year of service and shall, subject to subclause 10.8, be taken in multiple periods of not less than 3 consecutive days.

10.2 An employee with less than twelve months service may, subject to approval by the Department and the requirements of subclause 10.1, take in advance leave which has accrued.

10.3 Wherever possible, annual leave shall be taken within six months of the date on which the leave becomes due. Provided that, in all cases, annual leave must be granted and taken within twelve months of the date on which it becomes due.

10.4 As far as possible, annual leave shall be granted to coincide with the employee's leave period from the employee's primary form of employment.

10.5 Payment for annual leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department, excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).

10.6 An employee who is directed to return to duty in the case of an emergency whilst on annual leave, shall have any day or part thereof recredited.

10.7 An employee shall be paid in advance for a period of approved annual leave, providing such employee has given a minimum of six weeks written notice of the date on which the leave is to commence.

10.8 An employee may elect, with the consent of the Department, to take annual leave not exceeding ten days in single-day periods in any calendar year.

11. Compassionate Leave

- 11.1 An employee, other than a casual employee, shall be entitled to up to two days compassionate leave without deduction of pay, on each occasion of the death of a person as prescribed in subclause 11.3 of this clause.
- 11.2 The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 11.3 Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Carer's Leave as set out in subparagraph 15.1.3.2 of clause 15, Carer's Leave, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- 11.4 An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- 11.5 Compassionate leave may be taken in conjunction with other leave available under subclauses 15.2 and 15.3 of clause 15. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the Department.

12. Long Service Leave

- 12.1 Subject also to the provisions of subclause 12.9, an employee shall be entitled to long service leave calculated on the following bases:
 - 12.1.1 For all continuous service prior to 1 April 1963, and provided that such previous service is also continuous with the employee's current service, at the rate of three months, for twenty years of service.
 - 12.1.2 For all continuous service on and subsequent to 1 April 1963, in the case of an employee who has completed ten years service, two months long service leave and for each five years completed service thereafter, a further one month long service leave.
- 12.2 On termination of services, in respect of the number of years service with the Department since the employee last became entitled to an amount of long service leave, a proportionate amount on the basis of two months for ten years service.
- 12.3 In the case of an employee who has completed at least seven years service and whose services are terminated or cease for any reason, such employee shall be paid a proportionate amount calculated at the rate of two months for ten years service.
- 12.4 In the case of an employee who has completed at least five years but less than seven years service and whose services are terminated by the Department for any reason, other than serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, such employee (or in the event of the death of the employee, the employee's estate) shall be paid a proportionate amount calculated at the rate of two months for ten years service.
- 12.5 Long service leave shall be granted subject to the convenience of the Department, as and when such leave becomes due (i.e. after seven (7) years) or any time thereafter. Provided that an employee shall give at least twenty (20) days notice in writing of the intention to take such leave.
- 12.6 Long service leave shall be paid at the rate of full pay which, for the purposes of this clause, shall mean the greater average monthly remuneration received by the employee calculated over either the preceding twelve months or five years excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. The averages referred to in this subclause shall be calculated up to and including the end of the month immediately prior to the month during which the long service leave is taken or commences, as the case may be.

- 12.7 The term "remuneration" referred to in subclause 12.6 shall include all payments made to the employee by the Department, excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (e.g., payments for meals, accommodation and for kilometres travelled).
- 12.8 An employee who is directed to return to duty in the case of an emergency while on long service leave shall have any day or part thereof recredited.
- 12.9 Notwithstanding anything elsewhere provided by this clause, effective on and from the date of operation of this Award:
- 12.9.1 employees may apply to take pro-rata Long Service leave after the completion of seven (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service leave on resignation or termination.
- 12.9.2 employees may apply to take a period of Long Service leave at double pay provided that:
- 12.9.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
- 12.9.2.2 The employee's 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.
- 12.9.2.3 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.
- 12.9.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.
- 12.9.2.5 Where an employee elects to take Long Service leave at double pay, the minimum period of actual absence should be not less than one (1) week.
- 12.9.3 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 the leave.
- 12.9.3.1 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.

13. Military Leave

- 13.1 Military leave may be granted to employees who are volunteer part-time members of the Defence Forces Reserves.
- 13.2 Such leave shall be available in accordance with the following provisions on a twelve month to twelve month basis, commencing on 1 July each year:
- 13.2.1 For members of the Navy Reserve - thirteen calendar days for the purpose of annual training and thirteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.
- 13.2.2 For members of the Army Reserve - fourteen calendar days for the purpose of annual training and fourteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.

- 13.2.3 For members of the Air Force Reserve - sixteen calendar days for the purpose of annual training and sixteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.
- 13.3 Where a Commanding Officer certifies in writing that it is obligatory for a member of the Reserves to attend training for a period that exceeds the leave granted under subclause 13.2, the Commissioner may grant further Military Leave up to four calendar days in any one Military Leave year.
- 13.4 Periods of approved Military Leave shall be regarded as Special Leave Without Pay.

14. Parental Leave

14.1 Definition of Parental Leave

14.1.1 For the purposes of this clause, Parental Leave is Maternity Leave, Paternity Leave or Adoption Leave.

14.1.2 Maternity Leave is leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity Leave consists of an unbroken period of leave.

14.1.3 Paternity Leave is leave taken by a male employee who becomes a parent but is ineligible to be granted either Maternity Leave or Adoption Leave, but is to be the primary care giver of a child or who wishes to share the child caring duties with their partner.

14.1.4 Adoption Leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of five years (other than a child who has previously lived continuously with the employee for a period of at least six months or who is a child or step-child of the employee or of the employee's spouse).

14.1.5 For the purposes of this clause, "spouse" includes a de facto spouse and a former spouse.

14.2 Entitlement to Parental Leave

14.2.1 An employee is entitled to parental leave, as provided by this clause, in connection with the birth or adoption of a child.

14.2.2 Maternity Leave - all female employees who do not have the necessary service as prescribed in subclause 14.3.1 for paid Maternity Leave, shall be entitled to unpaid Maternity Leave of up to fourteen (14) weeks before the expected date of birth of the child.

14.2.3 Paid Maternity Leave may be granted to a female employee subject to the following conditions:

14.2.3.1 The female employee has applied for Maternity Leave within such time and in such manner as herein set out.

14.2.3.2 Before the expected date of birth has completed not less than forty weeks' continuous service. Paid Maternity Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay from the date Maternity Leave commences.

14.2.3.3 In addition to the unpaid or paid Maternity leave referred to in 14.2.2 & 14.2.3.2 respectively, all female employees shall be entitled to a further period of unpaid Maternity leave, provided that the total period of absence on Maternity leave shall not exceed sixty-one (61) weeks.

14.2.3.4 The period over which Annual and/or Long Service Leave combined with unpaid Maternity Leave, shall not exceed a total period of two years from the date of birth of the child.

14.2.4 Short Adoption Leave is an unbroken period of fourteen (14) weeks of unpaid leave, taken by an employee who does not have the necessary service for paid Adoption Leave as prescribed in subclause 14.3.1, from the time of placement of the child.

14.2.5 Paid Adoption Leave may be granted to an employee adopting a child subject to the following conditions:

14.2.5.1 The employee has applied for Adoption Leave within such time and in such manner as herein set out.

14.2.5.2 Before the commencement of Adoption Leave the employee has completed not less than forty weeks' continuous service.

14.2.5.3 The employee is to be the primary care giver of the child.

14.2.5.4 Paid Adoption Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay of Adoption Leave or the period of Adoption Leave taken, whichever is the lesser period.

14.2.5.5 In addition to the unpaid or paid Adoption leave referred to in 14.2.4 & 14.2.5.4 of this subclause respectively, all employees shall be entitled to a further period of unpaid Adoption leave, provided that the total period of absence on Adoption leave shall not exceed sixty-one (61) weeks.

14.2.6 Paternity Leave is a period of up to a maximum of fifty-two (52) weeks of either unpaid or a combination of paid and unpaid parental leave taken from the date of birth of the child, or other termination of the pregnancy. Application for such leave must be made within such time and in such manner as herein set out. Paternity leave shall consist of:

14.2.6.1 an unbroken period of up to one (1) week unpaid leave at the time of the birth of the child, or other termination of the pregnancy (short paternity leave) an unbroken period of up to one (1) week on full pay or two (2) weeks on half pay at the time of the birth of the child, or other termination of the pregnancy provided that at such time the employee has completed not less than forty (40) weeks continuous service

14.2.6.2 In addition to the unpaid or paid Paternity leave referred to in 14.2.6.1, all male employees shall be entitled to a further period of unpaid Paternity leave in order to be the primary care-giver of the child (extended paternity leave), provided that the total period of absence on Paternity leave shall not exceed fifty-two (52) weeks.

14.2.7 Except as provided for in subclause 14.2.3 and 14.2.5, Parental Leave shall not extend beyond a period of one year after the child was born or adopted.

14.3 Length of Service for Eligibility

14.3.1 A female employee is entitled to paid Maternity Leave or, in the case of both male and female employees, paid Paternity or Adoption Leave only if the employee has had at least forty weeks' continuous service.

14.3.2 There is no minimum period of employment for eligibility for unpaid Parental Leave.

14.3.3 Continuous service is service under one or more unbroken contracts of employment, including:

14.3.3.1 Any period of authorised leave or absence.

14.3.3.2 Any period of part-time work.

14.3.3.3 Full or part-time service within the public sector.

14.4 Notices and Documents required to be given to the Commissioner

14.4.1 Maternity Leave - The notices and documents to be given to the Commissioner for the purposes of taking Maternity Leave are as follows:

- 14.4.1.1 The female employee should give at least eight weeks' written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances).
- 14.4.1.2 The female employee must, at least four weeks before proceeding on leave, give written notice of the dates on which the employee proposes to start and end the period of leave.
- 14.4.1.3 The female employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee is pregnant and the expected date of birth.

14.4.2 Paternity Leave - The notices and documents to be given to the Commissioner for the purposes of taking Paternity Leave are as follows:

- 14.4.2.1 In the case of extended Paternity Leave, the employee should give at least ten weeks written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances).
- 14.4.2.2 The employee must, at least four weeks before proceeding on leave, give notice of the dates on which the employee proposes to start and end the period of leave.
- 14.4.2.3 The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee's spouse is pregnant and the expected date of birth.
- 14.4.2.4 In the case of extended paternity leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - 14.4.2.4.1 Any period of Maternity Leave sought or taken by his spouse.
 - 14.4.2.4.2 That he is seeking that period of extended Paternity Leave to become the primary care-giver of the child.

14.4.3 Adoption Leave - The notices and documents to be given to the Commissioner for the purposes of taking Adoption Leave are as follows:

- 14.4.3.1 In the case of extended Adoption Leave, the employee should give written or oral notice of any approval or other decision to adopt a child at least ten weeks before the expected date of placement (unless it is not reasonably practicable to do so in the circumstances).
- 14.4.3.2 The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least fourteen days before proceeding on such leave.
- 14.4.3.3 The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes.
- 14.4.3.4 In the case of extended Adoption Leave, the employee must, before the start of such leave, provide a statutory declaration by the employee stating:

14.4.3.4.1 Any period of Adoption Leave sought or taken by his or her spouse.

14.4.3.4.2 The employee is seeking that period of extended Adoption Leave to become the primary care-giver of the child.

14.4.4 An employee does not fail to comply with this clause if the failure was caused by:

14.4.4.1 The child being born (or the pregnancy otherwise terminating) before the expected date of birth.

14.4.4.2 The child being placed for adoption before the expected date of placement.

14.4.4.3 Other compelling circumstances.

14.4.5 In the case of the birth of a living child, notice of the period of leave is to be given within two weeks after the birth and the certificate of the medical practitioner is to state that the child was born and the date of birth. In the case of the adoption of a child, notice of the period of leave is to be given within two weeks after the placement of the child.

14.4.6 An employee must notify the Commissioner of any change in the information provided under this clause within two weeks after the change.

14.4.7 If required by the Commissioner, an employee who applies for Parental Leave is to give the Commissioner a statutory declaration, or enter into an agreement with the Commissioner, that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

14.5 Continuity of Service

Parental leave does not break an employee's continuity of service, but subject to subclauses 14.5.1, 14.5.2 and 14.5.3 is not to be taken into account in calculating an employee's period of service for any other purposes.

14.5.1 Any period of paid Adoption, paid Maternity or paid Paternity Leave shall count as full service for the purposes of determining progression either within a classification or from one classification to another. However, unpaid Parental Leave shall not count as service for determining such progression.

14.5.2 Adoption Leave on full pay, Maternity Leave at full pay and Paternity Leave at full pay shall count as full service for the purposes of determining all forms of leave.

14.5.3 Unpaid Parental Leave shall not count as service for determining any form of leave entitlement, except for Long Service Leave in cases where at least ten years of service has been completed and unpaid Parental Leave does not exceed six months.

14.6 Simultaneous taking of Parental Leave

Subject to subclause 14.20.1.1, Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

14.6.1 For maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

14.6.2 For adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

14.7 Cancellation of Parental Leave

14.7.1 Before starting leave - Parental leave applied for but not commenced is automatically cancelled if:

14.7.1.1 The employee withdraws the application for leave by written notice to the Commissioner.

14.7.1.2 The pregnancy concerned terminates other than by the birth of a living child or the placement of the child concerned does not proceed.

14.7.2 After starting leave -

If:

14.7.2.1 The pregnancy of the employee or the employee's spouse terminates other than by the birth of a living child while the employee or spouse is on parental leave, provided:

14.7.2.1.1 If a child is still-born the female employee may elect to take available Sick Leave or Maternity Leave.

14.7.2.1.2 In the event of a miscarriage any absence from work is to be covered by the current Sick Leave provisions.

14.7.2.2 The child in respect of whom an employee is then on Parental Leave dies, or

14.7.2.3 The placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee is entitled to resume work at a time nominated by the Commissioner within two weeks after the date on which the employee gives the Commissioner a notice in writing stating that the employee intends to resume work and the reason for the intended resumption.

14.7.3 The provisions of subclause 14.7 do not affect an employee's entitlement to special maternity leave or special adoption leave.

14.8 Parental Leave and other Leave

14.8.1 An employee may take any annual leave or long service leave to which the employee is entitled instead of, or in conjunction with parental leave.

14.8.2 However, the total period of leave cannot be so extended beyond the maximum period of Parental Leave authorised by this clause.

14.8.3 The maximum period of Parental Leave authorised by this clause is reduced by any period of paid sick leave taken by the employee while on Maternity Leave.

14.8.4 Any paid absence authorised by law or by an award, enterprise agreement or contract of employment is not available to an employee on Parental Leave, except if the paid absence is:

14.8.4.1 Annual Leave or Long Service Leave.

14.8.4.2 In the case of Maternity Leave - Sick Leave.

14.9 Employee and Commissioner may agree to interruption of Parental Leave by return to work -

14.9.1 An employee on Parental Leave may, with the agreement of the Commissioner, break the period of leave by returning to work for the Department, provided that:

- 14.9.1.1 A female employee who gives birth to a living child shall not resume duty until six weeks after the birth of the child, unless special arrangements for early return are made at the request of the female employee and supported by a certificate from a qualified medical practitioner.
 - 14.9.1.2 A female employee who has returned to full-time duty after less than her full entitlement to maternity leave, shall be entitled to revert to maternity leave either on a full-time or part-time basis if she so elects. This election may be exercised only once and a minimum of four weeks notice (or less if acceptable to the Commissioner) of her intention to resume maternity leave must be given.
 - 14.9.2 The period of leave cannot be extended by such a return to work beyond the maximum period of leave authorised by this clause.
- 14.10 Extension of period of Parental Leave
- 14.10.1 An employee may extend the period of parental leave once only, by giving the Commissioner notice in writing of the extended period at least fourteen days before the start of the extended period. The period of leave cannot be extended by such a notice beyond the maximum period of leave authorised by this clause.
 - 14.10.2 Subject to the provisions of subclause 14.20, an employee may extend the period of parental leave at any time with the agreement of the Commissioner. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this clause.
 - 14.10.3 This subclause applies to an extension of leave whilst the employee is on leave or before the employee commences leave.
- 14.11 Shortening of period of Parental Leave
- 14.11.1 An employee may shorten the period of Parental Leave with the agreement of the Commissioner and by giving the Commissioner notice in writing of the shortened period at least fourteen days before the leave is to come to an end.
- 14.12 Return to work after Parental Leave
- 14.12.1 An employee returning to work after a period of Parental Leave is entitled to be employed in:
 - 14.12.1.1 The classification (if possible, at the same location) held by the employee immediately before proceeding on that leave.
 - 14.12.1.2 If the employee was transferred to a safe job before proceeding on Maternity Leave - the classification (if possible, at the same location) held immediately before the transfer.
 - 14.12.2 If the classification no longer exists but there are other classifications available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a classification as comparable as possible in status and pay to that of the employee's former classification.
 - 14.12.3 The provisions of subclause 14.12 extend to a female employee returning to work after a period of Special Maternity Leave and Sick Leave.

14.13 Payment

14.13.1 Payment for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Maternity Leave may be made:

14.13.1.1 In advance in a lump sum.

14.13.1.2 On a normal fortnightly basis.

14.13.1.3 Payment for such period of leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).

14.13.2 Payment to eligible employees for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Adoption Leave may be made:

14.13.2.1 In advance in a lump sum.

14.13.2.2 On a normal fortnightly basis.

14.13.2.3 Payment for such period of leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause "total amount" shall include all payments made to the employee by the Department excluding payments made as compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).

14.14 Commissioner's Obligations

14.14.1 Information to Employees - On becoming aware that an employee (or an employee's spouse) is pregnant, or that an employee is adopting a child, the Commissioner must inform the employee of:

14.14.1.1 The employee's entitlements to Parental Leave under this clause.

14.14.1.2 The employee's obligations to notify the Commissioner of any matter under this clause.

14.14.2 Records - The Commissioner must keep for at least six years, a record of Parental Leave granted under this clause to employees and all notices and documents given under this clause by employees or the Commissioner.

14.15 Termination of Employment because of Pregnancy etc

14.15.1 The Commissioner must not terminate the employment of an employee because:

14.15.1.1 The employee is pregnant or has applied to adopt a child.

14.15.1.2 The employee has given birth to a child or has adopted a child.

14.15.1.3 The employee has applied for, or is absent on Parental Leave, but otherwise the rights of the Commissioner in relation to termination of employment are not affected by this clause.

14.15.2 For the purposes of establishing such a termination of employment, it is sufficient if it is established that the alleged reason for termination was a substantial and operative reason for termination.

14.15.3 This clause does not affect any other rights of a dismissed employee.

14.16 Replacement Employees

14.16.1 A replacement employee is a person who is specifically employed as a result of an employee proceeding on Parental Leave (including as a replacement for an employee who has been temporarily promoted or transferred in order to replace the employee proceeding on parental leave).

14.16.2 Before a replacement employee is employed, the Commissioner must inform the person of the temporary nature of the employment and of the rights of the employee on Parental Leave to return to work.

14.16.3 A reference in this clause to an employee proceeding on leave includes a reference to a pregnant employee exercising a right to be transferred to a safe job.

14.17 Transfer to a Safe Job

14.17.1 This subclause applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the Commissioner under the *Work Health and Safety Act 2011*.

14.17.2 The Commissioner is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to risk as follows:

14.17.2.1 Where a female employee is confirmed pregnant she is to notify the Regional Commander or Officer-in-Charge as soon as possible who will, in turn, direct that she be withdrawn from operational firefighting duties.

14.17.2.2

14.17.2.2.1 The standard issue uniform is to be worn by members until the pregnancy becomes apparent prior to the birth and from the tenth week, if practicable, following the birth.

14.17.2.2.2 Employees will be provided with a maternity uniform for use when appropriate.

14.17.2.3 An employee on maternity leave who gives birth to a living child shall not resume operational firefighting duties until thirteen weeks have elapsed after the birth of the child, unless a special request for early return is made by the employee supported by a medical certificate from a qualified medical practitioner, subsequently endorsed by the Department's Occupational Health Physician.

14.17.2.4 Duties other than fire fighting may be undertaken after six weeks following the birth of the child, if endorsed by the Occupational Health Physician.

14.17.2.5

14.17.2.5.1 Upon withdrawal from operational firefighting duties alternate work of a suitable nature is to be provided.

14.17.2.5.2 Allocation of duties will be determined by the Department following consultation between the Department's Occupational Health Physician, the employee's Officer-in-Charge and the employee.

14.17.3 If such an adjustment is not feasible or cannot reasonably be required to be made, the Commissioner is to transfer the employee to other work where she will not be exposed to that risk.

14.17.4 If such a transfer is not feasible or cannot reasonably be required to be made, the Commissioner is to grant the employee Maternity Leave under this clause (or any available paid Sick Leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.

14.18 Special Maternity Leave and Sick Leave

14.18.1 If the pregnancy of an employee not then on maternity leave terminates before the expected date of birth (other than by the birth of a living child) or she suffers illness related to her pregnancy:

14.18.1.1 The employee is entitled to such period of unpaid leave (to be known as special Maternity Leave) as a medical practitioner certifies to be necessary before her return to work.

14.18.1.2 The employee is entitled to such paid sick leave (either instead of or in addition to special Maternity Leave) as she is then entitled to and as a medical practitioner certifies to be necessary before her return to work.

14.19 Special Adoption Leave

14.19.1 An employee who is seeking to adopt a child is entitled to up to two days unpaid leave if the employee requires that leave to attend compulsory interviews or examinations as part of the adoption procedure.

14.20 Right to request

14.20.1 An employee entitled to parental leave may request the employer to allow the employee:

14.20.1.1 to extend the period of simultaneous parental leave up to a maximum of eight weeks;

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

to assist the employee in reconciling work and parental responsibilities.

14.20.2 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.

14.20.3 Employee's request and the employer's decision to be in writing:

The employee's request and the employer's decision made under 14.20.1 and 14.20.2 must be recorded in writing.

14.21 Communication during parental leave

- 14.21.1 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:
- 14.21.1.1 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
 - 14.21.1.2 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.
- 14.21.2 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 and whether the employee intends to return to work.
- 14.21.3 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 14.21.1.

15. Carer's Leave

15.1 Use of Sick Leave

- 15.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 15.1.3.2, who needs the employee's care and support shall be entitled to use, in accordance with this clause, any current or accrued Sick Leave entitlement, provided for at clause 15, 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.
- 15.1.2 The employee shall, if required, establish 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 clause where another person has taken leave to care for the same person.
- 15.1.3 The entitlement to use Sick Leave in accordance with this clause is subject to:
- 15.1.3.1 The employee being responsible for the care of the person concerned.
 - 15.1.3.2 The person concerned being:
 - 15.1.3.2.1 A spouse of the employee.
 - 15.1.3.2.2 A de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and 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.
 - 15.1.3.2.3 A child or an adult child (including an adopted child, a stepchild, 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.
 - 15.1.3.2.4 A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis.

15.1.3.2.5 A relative of the employee who is a member of the same household where, for the purposes of this subclause:

15.1.3.2.5.1 "Relative" means a person related by blood, marriage or affinity.

15.1.3.2.5.2 "Affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other.

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

15.1.4 An employee shall, wherever practicable, give the Department notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their 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 Department by telephone of such absence at the first opportunity on the day of absence.

15.2 Unpaid Leave for Family Purpose

15.2.1 An employee may elect, with the consent of the Department, to take unpaid leave for the purpose of providing care and support to a class of person, as set out in subclause 15.1.3.2, who is ill.

15.3 Annual Leave

15.3.1 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.

15.3.2 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.

16. Sick Leave

16.1 In every case of illness or incapacity sustained by an employee whilst off duty, the following conditions shall apply.

16.2 Such employee shall, as soon as practicable, inform their immediate supervisor of such inability to attend for duty and as far as possible, shall state the estimated duration of their absence.

16.3 Subject to the provisions of subclause 16.8, such employee shall forward to their immediate supervisor, a medical certificate stating the nature of the illness or incapacity and, if known, the date the employee is fit to resume duty. If a medical certificate does not specify the date the employee is fit to resume duty, the employee must, before being entitled to resume duty, furnish a further medical certificate to the effect that the employee has recovered from the illness or incapacity and is fit for duty, unless a person authorised by the Commissioner dispenses with this requirement.

16.4 If so required, such employee shall submit to an examination by, or arranged by, the Department's medical officer.

16.5 Every employee who is absent from duty for a period of more than twenty-eight days will have their case reviewed by the Department's medical officer, or a medical officer nominated by the Department, and must be certified by such medical officer as fit for duty prior to being permitted to resume duty. An employee who is required to attend the Department's medical officer or nominated medical officer shall be reimbursed any out of pocket expenses reasonably and necessarily incurred. The Department shall meet the cost of any such consultation.

- 16.6 The granting of Sick Leave, the duration thereof and the pay, if any, for the same shall be on the following basis:
- 16.6.1 One week paid sick leave for each year of service, cumulative, less any paid Sick Leave taken, to a maximum of twenty six weeks.
- 16.6.2 Sick Leave beyond that provided for in subclause 16.6.1 shall be Sick Leave without pay.
- 16.6.3 Payment for Sick Leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).
- 16.7 Where payment has been made for sick leave, under this clause, to an employee whose sick leave entitlement has already been exhausted, or whose right to sick leave is not established, the Department may deduct the amount overpaid from any future payments made to the employee concerned in accordance with the provisions of subclause 6.13.
- 16.8 Employees are entitled to take unsupported sick leave absences, where no medical certificate is required, subject to the following provisions:
- 16.8.1 Such absences may not exceed 3 separate days in any calendar year; and
- 16.8.2 Such absences may not be taken on consecutive days; and
- 16.8.3 Such absences may not be taken on public holidays; and
- 16.8.4 Such absences may not be taken in relation to any matter that may be covered by workers' compensation.

17. Special Leave for Union Activities

- 17.1 Attendance at Union Conferences/Meetings
- 17.1.1 Employees who are members of the Union and accredited by the Union as a delegate are entitled to special leave with pay to attend the following:
- 17.1.1.1 Annual or bi-annual conferences of the Union.
- 17.1.1.2 Annual conferences of the United Firefighters Union of Australia; and
- 17.1.1.3 Meetings of the Union's Executive/Committee of Management.
- 17.1.1.4 Annual conference of Unions NSW.
- 17.1.1.5 Bi-annual conference of the Australian Council of Trade Unions.
- 17.1.2 While there is no limit on special leave for Union activities, such leave is to be kept to a minimum and is subject to the employee:
- 17.1.2.1 Establishing accreditation as a delegate with the Union.
- 17.1.2.2 Providing sufficient notice of absence to the Department.
- 17.1.2.3 Lodging a formal application for special leave.

17.1.3 Such leave is also subject to the Union:

- 17.1.3.1 Providing documentary evidence to the Department about an accredited delegate in sufficient time to enable the Department to make arrangements for performance of duties.
- 17.1.3.2 Meeting all travelling, accommodation and any other costs incurred for the accredited delegate.
- 17.1.3.3 Providing the Department with confirmation of attendance of the accredited delegate.

17.1.4 Providing the provisions of this clause are satisfied by both the employee and the Union, the Department shall:

- 17.1.4.1 Release the accredited delegate for the duration of the conference or meeting.
- 17.1.4.2 Grant special leave (with pay).
- 17.1.4.3 Ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

17.1.5 Period of Notice -

- 17.1.5.1 Generally, dates of conferences or meetings are known well in advance and it is expected that the Department would be notified as soon as accreditation has been given to a delegate, or at least two weeks before the date of attendance.
- 17.1.5.2 Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the Department as soon as advice of the meeting is received by the accredited delegate.

17.1.6 Travel Time -

- 17.1.6.1 Where a delegate has to travel to Sydney, inter or intra State, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.

17.1.7 Payment -

- 17.1.7.1 An employee entitled to special leave in terms of this clause shall, for the period of such special leave, be deemed to have attended any incident, drill or other authorised duties which occurred at the employee's Brigade during such leave, and be paid accordingly.

17.1.8 Special leave in terms of this clause shall count as service for all purposes.

17.1.9 Availability of Special Leave -

- 17.1.9.1 Special leave shall not be available to employees whilst they are on any period of other leave.

17.2 Attendance at Courses/Seminars Conducted or Supported by Trade Union Education Foundation (TUEF).

17.2.1 Except where inconsistent with the provisions of subclause 17.2, the provisions of subclause 17.1 of this clause shall also apply to attendance at courses or seminars conducted or supported by TUEF.

17.2.2 Up to a maximum of twelve days in any period of two years may be granted to employees who are members of the Union.

17.2.3 The grant of leave to attend courses or seminars conducted or supported by TUEF, is subject to the following conditions:

17.2.3.1 Departmental operating requirements permit the grant of leave and the absence does not result in working of overtime by other employees.

17.2.3.2 Expenses associated with attendance at such courses or seminars, eg. fares, accommodation, meal costs, etc., will be required to be met by the employee concerned but, subject to the maximum prescribed in subclause 17.2.2, special leave may include travelling time necessarily required to attend courses or seminars.

17.2.3.3 Applications for leave must be accompanied by a statement from the Union that it has nominated the employee concerned for such a course or seminar and supports the application.

17.3 Union officers and staff

17.3.1 Employees who are selected, by election or appointment, to hold a position of full time employment with the Union or an honorary office on the Union's State Committee of Management may, upon request, have such dates and times as were reasonably necessary for them to perform their Union duties excluded in accordance with subclause 28.2 when determining their levels of attendance.

18. Court Attendance Entitlements

18.1 The provisions of this clause shall apply to employees attending Court (which term shall include any related conferences) as a:

18.1.1 Result of the duties performed by the employee in the employee's position with the Department, including attendance at an incident.

18.1.2 Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.

18.1.3 Witness in a private capacity.

18.2 Attendance at Court as a result of the duties performed by an employee in the employee's position with the Department, including attendance at an incident.

18.2.1 Such attendance shall be regarded as attendance in an official capacity and uniform must be worn.

18.2.2 Other than monies paid as reimbursement for loss of income as an employee of the Department, employees may retain all monies paid in connection with their attendance as a witness.

18.2.3 In addition to any monies to which an employee may be entitled pursuant to subclause 18.2.2, employees shall be paid at the rate applicable to the employee's classification, from the time the employee is required to attend Court to the time on that day that the employee is no longer required by the Court.

18.2.4 Travelling time and travel expenses in excess of any compensation therefor paid by the Court or other party shall be compensated in accordance with clause 19, Travelling Compensation.

18.2.5 Where the employee is recalled to duty to attend Court while on Annual or Long Service Leave, such employee shall be recredited with a full days leave, for each day or part thereof.

18.2.6 Where an employee is subpoenaed to attend Court while on Sick Leave it is the responsibility of the employee to ensure that the circumstances are communicated to the Court. If the employee is still required to and does attend Court, the sick leave debited for that period shall be recredited and the entitlements provided for in subclauses 18.2.2, 18.2.3 and 18.2.4 shall apply.

18.3 Where an Employee Attends Court

18.3.1 As a Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department; or as a witness in a Private Capacity, (i.e., not subpoenaed by the Crown):

18.3.1.1 The employee shall only be entitled to Special Leave Without Pay from the Department to attend Court.

18.3.1.2 Any claim for reimbursement of expenses, compensation for travelling time, lost income etc. is to be made by the employee to the Court and/or the party issuing the subpoena. The employee may retain all monies paid as a consequence of such claims.

18.4 An employee who attends jury duty is entitled to Special Leave Without Pay for the duration of the jury duty if attending court affects their availability to turn out. This leave is available whether or not the employee accepts jury fees.

19. Training Course Attendance Entitlements

19.1 The provisions of this clause shall apply to attendance at training programs (other than regular drills) delivered by, on behalf of, or approved by the Department.

19.2 Accommodation

19.2.1 The Commissioner (or delegate) shall approve appropriate accommodation for an employee, if it can be demonstrated that an unreasonable amount of travelling time and/or distance is involved when travelling to and from the employee's residence to the training venue.

19.2.2 Where Departmental accommodation is not provided to an employee with an entitlement to accommodation, the relevant accommodation provisions prescribed by clause 20, Travelling Compensation, shall be paid.

19.2.3 Where it is not possible for an employee to travel to the training venue on the first day of the course or where the travelling time would be unreasonable to travel on the first day of the course, the employee shall be entitled to appropriate accommodation on the evening prior to the start of the course. If it is not possible for an employee to travel from the training venue to his or her residence at the conclusion of the course or if the travelling time would be unreasonable, the employee shall be entitled to appropriate accommodation on the evening of the last day of the course. Approval must be obtained from the Commissioner (or delegate) prior to bookings being made.

19.2.4 Notwithstanding the provisions of this subclause, any employee who considers that these criteria would cause undue hardship etc. may make application for special consideration. All such applications will be considered on their individual merits according to the program content and the starting and completion times, on a daily basis.

19.3 Meals

19.3.1 All employees attending training programs which extend for a whole day shall be provided with morning/afternoon tea and lunch.

19.3.2 Where employees have been granted approval for overnight accommodation and when such accommodation is provided by the Department, expenses reasonably and properly incurred shall be reimbursed in accordance with clause 20, Travelling Compensation.

19.3.3 Employees who are not required to accommodate themselves overnight shall, where appropriate, be paid the relevant meal allowances prescribed by clause 20, Travelling Compensation.

19.3.4 Meal allowances are not payable during times at which an accommodation allowance (as prescribed in subclause 19.2.2) has been paid. A component of the accommodation allowance compensates for the costs associated with breakfast, lunch and evening meals.

19.4 Incidentals

19.4.1 Employees who are provided with Departmental accommodation shall be entitled to claim the appropriate incidental allowance as prescribed by clause 20, Travelling Compensation.

19.4.2 The incidental allowance cannot be claimed for any day during which an accommodation allowance referred to in subclause 19.2.2, is paid. The incidental allowance forms a component of the accommodation allowance and amongst other things, recognises the cost associated with personal telephone calls, etc.

19.5 Travelling Time

19.5.1 Compensation shall be in accordance with Clause 20, Travelling Compensation.

20. Travelling Compensation

20.1 Travelling Time - When an employee is required to travel for purposes other than attending regular drills or incidents, the employee may apply for payment, at the rate applicable to the employees' classification, for time spent travelling subject to the following:

20.1.1 Where the employee has travelled overnight but has been provided with sleeping facilities, the travelling time shall not include travel between 2300 hours on one day and 0730 hours on the next day.

20.1.2 Travelling time does not include time spent taking a meal when the employee stops a journey to take the meal.

20.1.3 Travelling time shall be calculated by reference to the use of the most practical and economic means of transport.

20.1.4 Payment will not be made or allowed for more than eight hours in any period of twenty-four hours.

20.1.5 Where an employee is in receipt of the kilometre allowance prescribed at Entitlement Code "KM" of Table 3 of Part B, such employee shall not be entitled to claim compensation for travelling time.

20.2 Meal Allowances - When an employee is required to perform official duty at a temporary work location, other than attendance at incidents or regular drills, and is not required to reside away from home (a one day journey), the employee shall be eligible to be paid the following meal allowances, subject to the following conditions:

20.2.1 For breakfast when required to commence travel at/or before 0600 hours, the amount set at Item 1 of Table 5 of Part B.

20.2.2 For lunch when, by reason of the journey, an employee is unable to take lunch at the place or in the manner in which the employee ordinarily takes lunch and is put to additional expense, the amount set at Item 2 of Table 5 of Part B, or an amount equivalent to the additional expense, whichever is the lesser.

20.2.3 For an evening meal when required to work or travel until or beyond 1830 hours, an amount set at Item 3 of Table 5 of Part B.

20.2.4 Meal Allowances shall not be paid where the employee is provided with an adequate meal.

20.3 Accommodation Allowances - When an employee is required to perform official duty at a temporary work location, other than attendance at incidents or regular drills, which requires the employee to reside away from home and the employee is not provided with accommodation by the Government, the employee shall be eligible to be paid the following accommodation (sustenance) allowances subject to the conditions set out below:

20.3.1 For the first thirty five calendar days, the appropriate amounts set at Item 4 of Table 5 of Part B.

20.3.2 The actual necessary expenses for meals and accommodation (actuals), together with incidental expenses as appropriate, set at Item 5 of Table 5 of Part B. The necessary expenses do not include morning and afternoon tea.

20.3.3 After the first thirty five calendar days and for up to six months an employee shall be paid an allowance at the rate set at Item 6 of Table 5 of Part B provided the allowance paid to an employee, temporarily located in Broken Hill shall be increased by 20%. The allowance is not payable in respect of:

20.3.3.1 Any period during which the employee returns home on weekends or public holidays, commencing with the time of arrival at the residence and ending at the time of departure from the residence.

20.3.3.2 Any other period during which the employee is absent from the temporary work location (including leave) otherwise than on official duty, unless approved by the Commissioner.

20.3.4 The capital city rate shall apply to Sydney as bounded by the GSA.

20.3.5

20.3.5.1 Where an employee proceeds directly to a temporary work location in a Capital city and returns direct, the Capital city rate applies to the whole absence.

20.3.5.2 Where an employee breaks the journey, other than for a meal, in a centre that is not a Capital city, the Capital city rate applies only in respect of the time spent in the Capital city, the elsewhere rate applies to the remainder of the absence.

20.4 Incidental Expenses Allowances - Government Provided Accommodation - When an employee is required to perform official duty at a temporary work location which requires that the employee reside away from home and is provided with accommodation by the Government, the employee shall be eligible to be reimbursed expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform that duty and in addition be paid an allowance at the rate set at Item 7 of Table 5, of Part B as appropriate. Such expenses are limited to costs in relation to food, laundry and accommodation that exceed what would normally have been incurred at home. Any meal taken at a Government establishment is to be paid for and appropriate reimbursement sought.

20.5 Additional Provisions

20.5.1 Unless specifically provided for in Clause 19, Training Course Attendance Entitlements or Clause 18, Court Attendance Entitlements, the provisions of this clause shall not apply in the circumstances provided for by those clauses.

20.5.2 When an employee is required to travel to a temporary work location or to attend a training course or conference on what would normally be regarded as a one day journey and the total time of absence will exceed 13 hours, the employee may be directed or may request that the employee reside temporarily at a place other than the employee's residence. In such cases, employees shall be entitled to the accommodation allowances or reimbursement of expenses, as appropriate.

- 20.5.3 The claim for an accommodation allowance or reimbursement of expenses shall be for the whole of the period of absence and cannot be dissected into part of the time of the absence by way of allowance and part of the absence being compensated by reimbursement.
- 20.5.4 When an employee in receipt of an accommodation allowance is granted leave to return home from a temporary work location, the employee shall be reimbursed for the cost of the return rail fare or, if a first class rail service is reasonably available, the cost of a first class return rail fare. No taxi fares or other incidental expenses are payable.
- 20.5.5 Employees shall be entitled, subject to Departmental approval, to use either their private vehicle or public transport on the following basis:
- 20.5.5.1 Reimbursement is not to be paid for a journey if an official motor vehicle is used for the journey.
 - 20.5.5.2 Where employees are granted approval to use their private vehicles, such employees shall receive the kilometre rate, set at Entitlement Code "KM" of Table 3 of Part B, for the actual distance necessarily and reasonably travelled. Employees in receipt of the rate set at Entitlement Code "KM" of Table 3 of Part B, shall not be entitled to the provisions of subclause 20.1, Travelling Time.
 - 20.5.5.3 Employees who are required to utilise public transport shall be reimbursed the necessary costs incurred.
 - 20.5.5.4 The Commissioner is to consider the convenience of the employee when an employee is required to travel to a temporary work location.
 - 20.5.5.5 Unless special circumstances exist, the employee's work, the mode of transport used and the employee's travel itineraries are to be organised and approved in advance so that compensation for travel time and payment of allowances is reasonably minimised.
- 20.5.6 Where a meal allowance or an accommodation allowance is insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid so as to reimburse the employee for the additional expenses incurred, subject to the following:
- 20.5.6.1 The Commissioner may require the production of receipts or other proof that expenditure was incurred.
 - 20.5.6.2 If any expense in respect of which an allowance is payable was not properly and reasonably incurred by the employee in the performance of official duties, payment of the allowance may be refused or the amount of the allowance may be reduced.
 - 20.5.6.3 If any purported expense was not incurred by the employee, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 20.6 Claims - Claims should be submitted promptly, i.e., within one month from the completion of the work or within such time as the Commissioner determines.
- 20.6.1 The Commissioner may approve applications for advance payments of travelling and sustenance allowances. Such applications should detail the appropriate expenditure anticipated and be in accordance with In Orders 1982/34.
- 20.6.2 In assessing claims for travelling time and payment of allowances, reference should be made to the time that might reasonably have been taken by the particular mode of transport used. Provided that where an employee can demonstrate that the use of the means of transport proposed by the Department is unreasonable in the circumstances, the employee may apply to the Commissioner for a review of the Department's decision. Where an employee does not wish to use the means of transport proposed by the Department, eg. air travel as against train or car

travel, travelling time and allowances should be assessed on the basis that the most practical and economical means of transport is used.

20.6.3 Where an allowance is payable at a daily rate and a claim is made for a portion of the day, the amount to be paid is to be calculated to the nearest half hour.

20.7 The amounts set at Items 1 to 7 in Table 5 of Part B, shall be adjusted on 1 July in line with the corresponding reasonable allowance amounts for the appropriate financial year as published by the Australian Taxation Office (ATO).

21. Transfers

21.1 Subject to satisfactory attendance and service and the employee meeting Departmental residential guidelines, an employee may apply for a transfer from one Volunteer Brigade to another Volunteer Brigade.

21.2 In the event that the station to which the transfer is sought does not have a vacancy, the Department may appoint such employee as a supernumerary. Where an employee is not appointed as a supernumerary, such employee shall be placed on an eligibility list for appointment at the station when a vacancy arises.

21.3 Where a transfer does not result in a break in service, the employee's service shall be regarded as continuous.

21.4 Any employee transferred from one Volunteer Brigade to another Volunteer Brigade shall not be entitled to compensation or reimbursement of expenses in relation to that transfer.

21.5 When an employee is transferred to a new brigade, the employee's seniority in the new brigade will be determined as if that employee had always been with the new brigade, that is, firstly by rank and in the case employees of equal rank, by length of continuous service with FRNSW.

21.6 Employees holding the rank of Captain and Deputy Captain must relinquish that rank before they transfer, whereupon they will be placed in the new brigade in accordance with subclause 21.5.

22. Procedures Regarding Reports and Charges

22.1 When an employee is summoned to appear before the employee's Senior Officer or before the Department on a charge, appeal or formal inquiry, 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. The employee shall be allowed access personally or by a representative duly authorised in writing by the employee, to all or any of the official papers, correspondence or reports of the Department relating to the charge, appeal, or subject of the said inquiry.

22.2 The employee also shall be allowed to give and to call evidence on the employee's own behalf and to hear review all evidence given.

22.3 If an employee so requests, the employee may be represented by an officer of the Union before the employee's Senior Officer or the Department on all such occasions.

22.4

22.4.1 No report about an employee shall be placed on the records or papers relating to that employee unless the employee concerned has been shown the said report.

22.4.2 If the employee disagrees with the report, the employee shall be entitled to make such a notation on the report.

22.4.3 Evidence that the employee has been shown the report will be by either the employee's signature thereon, or in accordance with subclause 22.4.4.

- 22.4.4 Where an employee refuses to sign the report, such refusal shall immediately be noted upon the report by the Senior Officer handling the report. In such cases, the Senior Officer will advise the employee that the refusal to sign will be noted on the report and that the report, together with such notation, will be placed on the records or papers relating to that employee.
- 22.4.5 Further to subclause 22.4.4, in such circumstances, the Department will notify the Union in writing, within seven days of such refusal and the Union shall be given an opportunity of replying to the report.
- 22.4.6 If the employee so desires, any written response from either the employee or the Union shall also be placed amongst the records or papers relating to the employee or noted thereon.
- 22.5 Where the Department has for its own purposes, arranged for a transcript to be taken of proceedings on a charge, appeal or formal inquiry, 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 therefor, in writing, is made by the employee.
- 22.6 After the Senior Officer has announced the recommendation or when the Department has made its decision as the result of a charge or an appeal, the employee concerned shall be informed thereof, in writing, within seven days after such announcement or decision has been made or has been given, as the case may be.
- 22.7 For the purposes of this clause "Senior Officer" means the employee's Senior Officer or an Officer of a higher rank.

23. Acknowledgment of Applications and Reports

- 23.1 When an employee makes an application or a report in writing to the proper officer, the employee shall be sent a memorandum or email acknowledging its receipt and noting the matter contained therein.
- 23.2 The result of an application shall be communicated to the employee no later than fourteen days after a decision has been reached. In cases where no decision has been reached within one month, the reason for the delay shall be communicated in writing, by memorandum or email, to the employee.
- 23.3 The provisions of this clause shall not apply in cases where other procedures are specifically stipulated (eg. in Standing Orders or Commissioners Orders).

24. Training and Staff Development

- 24.1 The parties confirm their commitment to training and staff development for employees of the Department.
- 24.2 Employees covered by this Award shall be required to complete appropriate training to improve the productivity and efficiency of the Department's operations.
- 24.3 Employees shall be required to complete training in accordance with competency requirements as determined by the Commissioner.
- 24.4 An employee may be directed to carry out any duties appropriate to the employee's classification that are within the employee's level of skill, competence and training, provided that such direction does not promote deskilling.
- 24.5 Training Review Committee (TRC)
- 24.5.1 The TRC shall provide advice to the Commissioner on an effective and equitable system of training in Fire and Rescue NSW using the principles of Competency Based Training.
- 24.5.2 The structure of the TRC will consist of 3 representatives of the Department and 3 representatives of the Union.

24.5.3 The Chairperson of the Committee will alternate every 12 months between a nominee of the Department and the Union.

24.5.4 The role of the TRC will include (but not be limited to):

- 24.5.4.1 advising the Commissioner on the further development of training throughout Fire and Rescue NSW;
- 24.5.4.2 overseeing the implementation of a Competency Based Training regime throughout Fire and Rescue NSW;
- 24.5.4.3 considering Recognised Prior Learning (RPL) policy generally and in particular, it will consider individual applications for RPL.

24.5.5 Procedure

- 24.5.5.1 The TRC will meet at least once every four weeks, or as otherwise agreed between the parties.
- 24.5.5.2 Members of the TRC shall be released from day to day operations, except in the event of an incident or other emergency circumstances, for the purposes of fulfilling the above roles.
- 24.5.5.3 The TRC will be adequately resourced by the Department so that it can effectively fulfil the above roles.

24.5.6 The Commissioner is not bound to accept the advice of the TRC and may act independently of the TRC to implement changes to training within Fire and Rescue NSW provided that notice of any such decision to implement change is notified in accordance with clause 27.6, in which case clauses 27.7 to 27.9 inclusive shall apply.

25. Protective Clothing and Uniforms

25.1 For the purpose of this Clause:

- 25.1.1 "Personal Protective Equipment" means external clothing designed for personal protection at an incident.
- 25.1.2 "Duty Wear" means duty wear trousers and duty wear shirt.
- 25.1.3 "Dress Uniform" is limited to Dress Trousers, Slacks, Culottes, Skirts, Galatea and Pullover.

25.2 The Department shall supply to all employees two sets of appropriate Personal Protective Equipment and Duty Wear which shall meet relevant National and/or International Standards, or as otherwise agreed to with the Union.

25.3 Employees supplied with the above clothing shall wear it in accordance with Departmental instructions.

25.4 The provision of wet weather gear shall be in accordance with existing practice.

25.5 Where any Personal Protective Equipment or Duty Wear is supplied by the Department and is required to be worn by its employees, and such Personal Protective Equipment or Duty Wear becomes soiled or damaged in the execution of duty as to require cleaning or repairs, such cleaning or repairs shall be done at the expense of the Department. Provided that the above Dress Uniform items shall also be cleaned or repaired at the expense of the Department.

25.6 When an employee retires, resigns or is terminated, the Personal Protective Equipment issued to that employee shall be returned to the station to which the employee was attached. As much of that returned Personal Protective Equipment shall be retained at the station as is necessary to maintain an emergency

supply of spare Personal Protective Equipment, provided that only properly fitting, cleaned and treated structure coats and overtrousers may be re-issued to another employee and further, that all new employees will be supplied with at least one new complete set of PPE regardless.

26. Disputes Avoidance Procedures

- 26.1 Subject to the provisions of the *Industrial Relations Act 1996*, and Clause 27.2, and to enable claims, issues and disputes to be resolved while work proceeds normally, the following procedures are to apply.
- 26.2 Employee(s) and/or Union representatives will place the matter before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 26.3 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the next higher officer in charge of the relevant zone or region. That officer will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 26.4 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Director Human Resources. The Director Human Resources will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 26.5 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Commissioner. The claim, issue or dispute and all relevant circumstances relating to it will be fully reviewed by the Commissioner and the Union and all reasonable steps shall be taken in an attempt to resolve the matter.
- 26.6 No action is to be taken by the Union which would affect the Department's operations whilst a dispute is under investigation.
- 26.7 Failing agreement the claim, issue or dispute may be referred to the appropriate Industrial Tribunal.

27. Organisational Change under Subclause 27.2

- 27.1. This clause recognises the capacity of the Commissioner to make decisions to effect change within the Department.
- 27.2
 - 27.2.1 This clause applies to consultation and decisions regarding clause 24 (Training and Staff Development) and clause 30 (Alcohol and Other Drugs), to the exclusion of the procedures under clause 26.
 - 27.2.2 This clause also applies in circumstances where the Commissioner decides to amend, revoke or replace the Procedural Guidelines specified in the Fire Brigades Amendment (Disciplinary Process) Regulation 2012, which amends Part 4 of the Fire Brigades Regulation 2008.
 - 27.2.3 This clause also applies to any proposal by the Department which will result in, or is likely to result in, a substantial and ongoing reduction in the work collectively available to a brigade's employees.
- 27.3 Prior to making any decision to effect change under the specified clauses the Commissioner must consult with the Union.
- 27.4 Consultation will commence with a written notification to the Union regarding the proposed change(s). Thereafter there will be a reasonable opportunity for the Union to present its views in relation to the proposed changes.

- 27.5 If, during the consultation process, there is a reasonable basis for the Commissioner to conclude that the consultation process has been exhausted, the Commissioner shall advise the Union accordingly and the following procedures shall then operate.
- 27.6 The Commissioner will notify the Union and the workforce affected by the proposed change of his/her decision in relation to the subject of the proposed change as well as the process and timetable for its implementation.
- 27.7 If the matter remains in dispute and is referred by the Union to the Industrial Relations Commission within 7 days of the notification of the decision under clause 27.6, there will be no implementation of the change for a further 14 days from the date of notification, subject to any orders of the Industrial Relations Commission.
- 27.8 The Union and the Commissioner shall be bound by any order or determination of the Industrial Relations Commission in relation to the dispute.
- 27.9 If Industrial action is engaged in at any stage in the operation of the process under this clause, then the prohibition on implementation under clause 27.7 ceases to operate.

28. Attendance and Availability Requirements

- 28.1 The following attendance guidelines shall apply to employees covered by this Award:
- 28.1.1 Attendance at Incidents -
- 28.1.1.1 Employees are required to attend a minimum of 33% of all calls received by the employee's brigade in any six month period.
- 28.1.1.2 Employees are also required to attend a minimum of 80% of all calls received by the employee's brigade during periods of compulsory availability in any four week period.
- 28.1.2 Attendance at Drills - Employees are required to attend a minimum of 75% of all regular drills conducted at their brigade in any six month period.
- 28.2 Any calls received or drills conducted during a period of approved leave or authorised absence shall be deemed to have been attended at the relevant minimum level, being either 33%, 75% or 80% subject to subclause 28.1, when determining an employee's levels of attendance.
- 28.3 In cases where an employee's attendance falls below the requirements prescribed by subclause 28.1, the employee's Area Commander shall notify the employee in writing of such deficiency and inform the employee that his/her attendance will be monitored over the next 3 months. If the employee's attendance does not meet the required levels pursuant to subclause 28.1.1 for that 3 month period then disciplinary action may be initiated.
- 28.4 Employees who have been notified in terms of subclause 28.3 may make application to the Commissioner for special consideration.
- 28.5 The attendance requirements referred to in subclause 28.1 may be altered by agreement between the Department and the Union.
- 28.6 Compulsory Availability
- 28.6.1 Employees are required to declare a minimum number of hours during which they will be available to respond over the course of the coming week, and the days and times upon which this declared availability will apply. The minimum number of hours required of each employee shall be known as compulsory availability, and shall be determined by their current Retainer as provided at subclause 6.3.1.1.

28.6.2 Subject to subclauses 28.6.3 and 28.6.4, the day(s) and time(s) of any period(s) of compulsory availability shall be determined by the firefighter in consultation with their Captain and the other employees attached to their brigade and confirmed by each employee using an agreed system or, if the Department and Union are not agreed, a system determined by the Industrial Relations Commission.

28.6.3 Employees who have not declared their compulsory availability for the requisite number of hours for the week commencing 0001 hours Friday by 1800 hours on the Wednesday immediately beforehand may be allocated the day(s) and time(s) of their period(s) of compulsory availability for the coming week by the Duty Commander in consultation, if practicable, with the brigade's Captain, provided that an employee on the Standard Retainer cannot be assigned to a Weekday Retainer period without their consent.

28.6.4 If by 1800 hours on the Wednesday it is found that a surplus number of employees have declared their availability for a particular period then the Duty Commander may select the surplus employee(s) and allocate alternate day(s) and time(s) of compulsory availability for the employee(s) in consultation, if practicable, with them and the brigade's Captain, provided that an employee on the Standard Retainer may not be reassigned to a Weekday Retainer period without their consent.

28.6.5 The surplus number of employees referred to in subclause 28.6.4 shall be determined by reference to the following table:

Minimum number of employees required to maintain safe and effective staffing	Surplus number of employees for the purpose of subclause 28.6.4
2	3 or more
4	6 or more
6	8 or more
8	10 or more

28.6.6 An employee who has declared a particular day(s), time(s) and/or period(s) of availability for the coming week may subsequently arrange a mutual exchange with another employee provided that the minimum number of hours required of the employee by subclause 28.6.1 will still be met and further, that the exchange receives the prior approval of the brigade's Captain or Deputy Captain.

28.6.7 An employee who has been allocated a particular day(s), time(s) and/or period(s) of availability for the coming week pursuant to subclause 28.6.3 may apply to have such day(s), time(s) and/or period(s) varied, either in whole or in part, by written application to the Duty Commander, but must maintain that allocated availability unless and until advised otherwise by the Duty Commander.

29. Attendance at Major Emergencies

29.1 The provisions of this clause shall apply to those employees who attend a Major Emergency which has, following specification as such by the Commissioner, been deemed to attract such entitlements.

29.2 Travel Entitlements

29.2.1 Employees who are required to collect their firefighting uniform from the station shall be paid in accordance with subclause 9.1.1.1.

29.2.2 Employees who are required to use their private vehicle to attend the incident or a "pick up point" that is not at their station, shall be paid at the rate prescribed at Entitlement Code "KM" of Table 3 of Part B, for the return distance from the station to the incident or pick up point.

29.2.3 Employees who are provided with transport for any part of the forward and return journeys between their residence and the incident shall be entitled to be paid travelling time at the appropriate rate of pay for the employee's classification for the time spent travelling, provided that:

29.2.3.1 Travelling Time shall not be paid for any part of a journey where the employee received payment under subclauses 29.2.1 or 29.2.2 of this Award; and

29.2.3.2 Travelling Time for the forward journey shall be calculated as being the total time between departure from the station or pick up point to arrival at the incident; and

29.2.3.3 Travelling Time for the return journey shall be calculated as being the total time between departure from the incident to arrival at the pick up point or station.

29.3 Accommodation Entitlements

29.3.1 Employees who reside further than 50 kilometres from the scene of the major emergency shall be entitled to be provided with appropriate accommodation where their attendance at the emergency extends beyond a single day or in such cases where it would be unreasonable to travel at the conclusion of duty.

29.3.2 Notwithstanding the provisions of subclause 29.3.1, the Commissioner may grant approval to provide appropriate accommodation to employees who reside within 50 kilometres of the scene of a major emergency.

29.3.3 Employees who are provided with accommodation shall be entitled to claim the incidental allowance prescribed at Item 7 of Table 5 of Part B, for each day of attendance.

29.3.4 Employees who have an entitlement to accommodation but are not provided with appropriate accommodation shall be entitled to claim an accommodation allowance in accordance with subclause 20.3.

29.4 Meals

29.4.1 Employees shall be provided with substantial meals for breakfast, lunch and dinner throughout the period of attendance at a major emergency.

29.4.2 Where meals are not provided to employees in accordance with subclause 29.4.1, an allowance set at Entitlement Code "MA" of Table 3 of Part B shall be paid.

29.4.3 Where employees are required to work between the meals provided for in subclause 29.4.1, such employees shall be entitled to the refreshments and meals prescribed by subclause 8.1.

29.5 Payment for time spent in Attendance

29.5.1 Where an employee's period of attendance at a major emergency is less than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee's classification for the entire period of attendance.

29.5.2 Where an employee's period of attendance at a major emergency is greater than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee's classification for the following periods:

29.5.2.1 on the day of departure from the employees' residence, the period from the time of departure to 2400 Hrs; and

29.5.2.2 on the day of arrival at the employees' residence following attendance at the major emergency, the period from 0000 Hrs to the time of arrival; and

29.5.2.3 for the period between the day of departure to and the day of return from attendance at a major emergency, all time less any periods of down time, provided that employees will receive payment of a minimum of 16 hours per day.

29.5.3 For the purposes of this subclause the "period of attendance at a major emergency" shall mean the entire period from the time of departure from the employee's residence until the time of return to the employee's residence following attendance at the emergency.

29.5.4 For the purposes of this subclause "periods of down time" shall mean periods of not less than 8 consecutive hours where employees are neither performing operational duties nor on stand by to perform such duties.

30. Alcohol and Other Drugs

30.1 The joint Protocol on Drug and Alcohol Safety and Rehabilitation in the Workplace, signed by the Department and the Union on 18 March 1998, shall apply to all employees covered by this Award until 4 September 2013, when it will be replaced by the FRNSW Alcohol and Other Drugs Policy and associated FRNSW Alcohol and Other Drugs Testing Procedures which shall thereafter then apply to all employees covered by this Award.

30.2 The Department may develop a new Protocol, or revised policy or procedures following consultation between the Department and the Union.

31. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

31.1 The entitlement to salary package in accordance with this clause is available to permanent part-time employees.

31.2 For the purposes of this clause:

31.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6, Rates of Pay and Allowances, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

31.2.2 "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.

31.3 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:

31.3.1 a benefit or benefits selected from those approved by the Industrial Relations Secretary; and

31.3.2 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.

31.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

31.5 The agreement shall be known as a Salary Packaging Agreement.

31.6 Except in accordance with subclause 31.7, 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 Commissioner at the time of signing the Salary Packaging Agreement.

- 31.7 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:
- 31.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - 31.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - 31.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 31.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 31.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 31.9.1 *Police Regulation (Superannuation) Act 1906*;
 - 31.9.2 *Superannuation Act 1916*;
 - 31.9.3 *State Authorities Superannuation Act 1987*; or
 - 31.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the Department 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.
- 31.10 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 31.9 of this clause, the Department 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 may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 31.11 Where the employee makes an election to salary package:
- 31.11.1 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
 - 31.11.2 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 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 6, Rates of Pay and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 31.12 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.
- 31.13 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.

32. Employees' Duties

- 32.1 An employee may be directed to carry out duties which are within the limits of his or her skills, competence, and training, in such a manner, as may be required by the Department, provided that:
- 32.1.1 the direction is reasonable, and
 - 32.1.2 the direction is not otherwise inconsistent with a provision of this Award.
- 32.2 Any direction issued by the Department pursuant to subclause 32.1 shall be consistent with:
- 32.2.1 the provision of a safe and health working environment,
 - 32.2.2 ensuring that the Department responds to relevant technological changes and changes in its operating environment in a timely and effective manner.
- 32.3 The parties to this Award shall work collaboratively to ensure the effective and reasonable operation of this clause.

33. Anti-Discrimination

- 33.1 It is the intention of the parties bound by this Award to seek to achieve the object in 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.
- 33.2 It follows that in fulfilling their obligations under the Disputes Avoidance Procedures prescribed by Clause 26, 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.
- 33.3 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.
- 33.4 Nothing in this Clause is taken to affect:
- 33.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 33.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 33.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
 - 33.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 33.5 This Clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this Clause.

34. No Extra Claims

- 34.1 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.

34.2 The terms of subclause 34.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

35. Area, Incidence and Duration

35.1 This Award rescinds and replaces the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2016 published 19 February 2016 (379 IG101) as varied.

35.2 This Award shall take effect on and from 17 February 2017 and shall remain in force until 16 February 2020.

PART B

MONETARY RATES

The following retainers, rates of pay and allowances are effective on and from the dates shown.

Table 1 - Retainers

Clause	Retainers per fortnight	Retainer Level	Code	17 February 2017 \$	16 February 2018 \$	15 February 2019 \$
6.3	Firefighters (all)	Base	A	68.30	70.00	71.75
		50%	B	136.59	140.01	143.51
		75%	C	204.89	210.01	215.26
		100%	D	273.18	280.01	287.01
	Deputy Captains (all)	Base	E	113.83	116.67	119.59
		50%	F	151.77	155.57	159.46
		75%	G	227.66	233.35	239.18
		100%	H	303.54	311.13	318.91
	Captains (all)	Base	I	127.49	130.68	133.94
		50%	J	169.99	174.24	178.59
		75%	K	254.98	261.35	267.89
		100%	L	339.97	348.47	357.18

Table 2 - Rates of Pay

Clause	Description	Code	17 February 2017 \$	16 February 2018 \$	15 February 2019 \$	
6.3	Recruit Firefighter	1st hour	M	28.91	29.63	30.38
		Each further ½ hour or part	N	14.46	14.82	15.19
	Firefighter	1st hour	O	32.53	33.34	34.17
		Each further ½ hour or part	P	16.27	16.67	17.09
	CFR Firefighter	1st hour	Q	34.81	35.67	36.56
		Each further ½ hour or part	R	17.41	17.84	18.28
	Deputy Captain	1st hour	S	36.14	37.04	37.97
		Each further ½ hour or part	T	18.07	18.52	18.99
	CFR Deputy Captain	1st hour	U	38.67	39.63	40.63
		Each further ½ hour or part	V	19.34	19.82	20.32
	Captain	1st hour	W	40.48	41.49	42.53

		Each further ½ hour or part	X	20.24	20.75	21.27
	CFR Captain	1st hour	Y	43.31	44.39	45.51
		Each further ½ hour or part	Z	21.66	22.20	22.76
6.7.1	Relief Duties, all ranks	1st three hours	RD3	181.76	186.30	190.96
		Each further hour	RDH	72.71	74.52	76.39
6.8.1	Royal Easter Show	Firefighters (all) per hour	RASF	50.31	51.57	52.86
		Deputy Captains (all) per hour	RASDC	53.92	55.27	56.66
		Captains (all) per hour	RASC	58.26	59.72	61.22

Table 3 - Allowances

Clause	Description		Code	17 February 2017 \$	16 February 2018 \$	15 February 2019 \$
6.9	RTAAS Allowance	per fortnight	RTAS	15.29	15.67	16.06
6.7.3, 9 (all), 20.5.5, 29.2	Kilometre Allowance	per kilometre	KM	1.25	1.28	1.31
8.2.2, 8.3.1, 29.4.2	Meal Allowance	per meal	MA	# 29.40	# 29.40	# 29.40
8.2.1, 8.3.1	Refreshment Allowance	per meal	RA	# 14.70	# 14.70	# 14.70

Note 1: The amounts marked (#) are subject to adjustment on 1 July each year in accordance with subclause 8.3.

Table 4 - Authorised Duties

<p>Attendance at:</p> <ul style="list-style-type: none"> • Bushfire Management Committee Meetings • Local/District Emergency Management Committee Meetings • Local Government Meetings • Zone/Regional conferences and information days • Other such meetings as authorised by the Department. <p>Completion of Fire Reports where insufficient time available at the conclusion of calls</p> <p>Testing of Fire Alarms</p> <p>Attendance at station to enable service and maintenance work to be carried out</p> <p>Station maintenance (i.e. lawn mowing, cleaning, BA and equipment checks)</p> <p>Performance of Engine Keeper duties</p> <p>Transporting FRNSW equipment in private vehicle</p> <p>Restowing of Firefighter vehicles</p> <p>Hose Repairs</p> <p>Transporting a Firefighting Vehicle for servicing and/or repairs from the Station to another location</p> <p>Recharging of BA cylinders</p> <p>Participation in selection committees</p> <p>Attendance at PR activities (i.e. open days, fetes, career markets, information displays, etc.)</p> <p>Attendance at Public Education activities (i.e. sessions in schools/community groups, smoke alarm campaigns)</p> <p>Participation in joint training sessions/exercises with other emergency services</p> <p>Attendance at training exercises/schools additional to the regular drill program</p> <p>Hydrant Inspections</p> <p>Pre-incident planning exercises</p>

Table 5 - Travelling Compensation Allowances

Item No.	Clause No.	Description	Unit	On and from 1 July 2016	
1	20.2.1	Breakfast	Per meal	## \$ 26.45	^^ \$ 23.70
2	20.2.2	Lunch	Per meal	## \$ 29.75	^^ \$ 27.05
3	20.2.3	Dinner	Per meal	## \$ 50.70	^^ \$ 46.65
4	20.3.1	Accommodation first 35 days (includes all meals) - Capital Cities - High Cost Country Centres	Per day	\$310.95 Sydney \$282.95 Adelaide \$330.95 Brisbane \$293.95 Canberra \$341.95 Darwin \$257.95 Hobart \$298.95 Melbourne \$328.95 Perth \$290.95 Bourke \$265.95 Gosford \$277.95 Maitland \$260.95 Mudgee \$290.95 Newcastle \$454.95 Norfolk Island \$280.95 Orange \$265.95 Port Macquarie \$269.95 Wagga Wagga \$261.95 Wollongong	
		- Tier 2 Country Centres		\$248.45 Albury \$248.45 Armidale \$248.45 Bathurst \$248.45 Bega \$248.45 Broken Hill \$248.45 Coffs Harbour \$248.45 Cooma \$248.45 Dubbo \$248.45 Goulburn \$248.45 Griffith \$248.45 Gunnedah \$248.45 Lismore \$248.45 Muswellbrook \$248.45 Nowra \$248.45 Queanbeyan \$248.45 Tamworth \$248.45 Tumut	
		- Other Country Centres		\$ 226.45	
5	20.3.2 & 29.3.3	Actual Necessary Expenses - all locations	Per day	\$ 19.05	
6	20.3.3	Accommodation - after first 35 days and up to 6 mths	Per day	50% of the appropriate location rate	
7	20.4	Incidental Expenses	Per day	\$ 19.05	

Legend:

Effective Dates are with effect from the first pay period to commence on or after the date.

= Capital Cities & High Cost Country Centres.

^^ = Tier 2 Country Centres & Other Country Centres.

I. TABBAA, Acting Chief Commissioner.

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (INDEPENDENT PRICING AND
REGULATORY TRIBUNAL 2017) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Independent Pricing and Regulatory Tribunal of New South Wales.

(Case No. 2017/173975)

Before Chief Commissioner Kite

14 June 2017

AWARD

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1. Arrangement

Clause No. Subject Matter

PART A

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PART B

MONETARY RATES

Table 1 - Salaries

2. Title

- 2.1 This award shall be known as the Crown Employees (Independent Pricing and Regulatory Tribunal 2017) Award.

3. Definitions

- 3.1 "Act" means the *Independent Pricing and Regulatory Tribunal Act 1992*.

- 3.2 "At the convenience of" means the operational requirements to permit the staff member's release from duty or that satisfactory arrangements can be made for the performance of the staff member's duties during the absence.
- 3.3 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.4 "Chief Executive Officer" means the Chief Executive Officer of the Independent Pricing and Regulatory Tribunal who has been delegated particular power(s) under the Act.
- 3.5 "Public Service Senior Executive" is a person employed under section 39 of the Government Sector Employment Act 2013 whose terms and conditions of employment are governed by an employment contract between the Senior Executive and the Government of New South Wales.
- 3.6 "Contractor/Consultant" is a person or company engaged by the Tribunal under section 9 (4) of the Act to assist it in the exercise of its functions.
- 3.7 "Employee(s)" or "Staff member(s)" means and includes all persons who are permanently or temporarily employed under section 8(2) of the *Independent Pricing and Regulatory Tribunal Act 1992*, excluding public service senior executives.
- 3.8 "Employer" or "Tribunal" means the Independent Pricing and Regulatory Tribunal.
- 3.9 "JCC" means the Tribunal's Joint Consultative Committee established by this award.
- 3.10 "Nominee" means a person who has been delegated particular power(s) of the Chief Executive Officer.
- 3.11 "Normal work" means the method of carrying out work functions that were established practice prior to the onset of a dispute or grievance, in terms of the Grievance and Dispute Settling Procedures clause in this Award.
- 3.12 "Position" means a position, either full time or part time, at the Tribunal.
- 3.13 "Salary rates" means the ordinary time rate of pay for the staff member's grading excluding allowances and penalties not regarded as salary.
- 3.14 "Service" means continuous period of employment for salary purposes.
- 3.15 "Staff member(s)" or "Employee(s)" means and includes all non-executive persons who are permanently or temporarily employed in accordance with the *Government Sector Employment Act 2013*.
- 3.16 "Supervisor" means the immediate supervisor 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, other than a person employed as a consultant or contractor.
- 3.17 "Tribunal" or "Employer" means the Independent Pricing and Regulatory Tribunal.
- 3.18 "Workplace" means the whole organisation or, as the case may be, a branch or section of the organisation that staff members are employed in.
- 3.19 Domestic Violence means domestic violence as defined in *the Crimes (Domestic and Personal Violence) Act 2007*.

4. Consultative Arrangements

- 4.1 The parties to this award shall through the established Joint Consultative Committee (JCC) encourage and facilitate workplace reform and equitable, innovative and productive workplace relations.

5. Parties

- 5.1 The parties to this award are the Tribunal and the Association.

6. Work Environment

- 6.1 Occupational Health and Safety: Through the JCC, the parties to this award shall develop appropriate strategies to achieve and maintain an accident free and healthy workplace in accordance with the *Work Health and Safety Act 2011* and Regulations.
- 6.2 Equity in Employment: Through the JCC, the parties to this award shall review existing and new work practices and policies to achieve and maintain employment equity.
- 6.3 Harassment-Free Workplace: The parties to this award shall refrain from, and not be party to, any form of harassment in the workplace.

7. Grievance and Dispute Settling Procedures

- 7.1 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.
- 7.2 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.
- 7.3 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, to the Chief Executive Officer or delegate.
- 7.4 The immediate manager (or other appropriate officer) 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.
- 7.5 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.
- 7.6 This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Chief Executive Officer.
- 7.7 The Chief Executive Officer or the Association may refer the matter to mediation.
- 7.8 If the matter remains unresolved, the Chief Executive Officer 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.
- 7.9 A staff member, at any stage, may request to be represented by their Association.
- 7.10 The staff member or the Association on their behalf or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 7.11 The staff member, the Association and Tribunal shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

- 7.12 Whilst the procedures outlined in subclauses 7.1 to 7.11 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.
- 7.13 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 staff member or member of the public.

8. Hours of Work

- 8.1 The business hours of the Tribunal are from 8.30 a.m. to 5.00 p.m., Monday to Friday.
- 8.2 Standard hours are 35 hours per week between 9.00 a.m. and 5.00 p.m., Monday to Friday.
- 8.3 The ordinary hours of work are 35 hours per week averaged over a 12 week period.
- 8.4 The Tribunal may require a staff member 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:
- 8.4.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
- 8.4.2 any risk to staff member health and safety;
- 8.4.3 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;
- 8.4.4 the notice (if any) given by the Tribunal regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours or;
- 8.4.5 any other relevant matter.

9. Flexible Work Hours

- 9.1 Ordinary Hours -
- 9.1.1 The business hours of the Tribunal are from 8.30 a.m. to 5.00 p.m., Monday to Friday.
- 9.1.2 Standard hours are 35 hours per week between 9.00 a.m. and 5.00 p.m., Monday to Friday.
- 9.1.3 The daily normal contract hours of work for staff members are seven hours a day.
- 9.2 Settlement Period -
- 9.2.1 The settlement period is 12 weeks with contract hours of 420.
- 9.3 Bandwidth -
- 9.3.1 The standard bandwidth is Monday to Friday between 7.00 a.m. and 7.00 p.m. during which time normal work can be undertaken. This time shall be counted as accrued work time.
- 9.3.2 Subject to agreement between the supervisor and a staff member(s) work undertaken outside the bandwidth is counted as accrued work time. Any work performed outside the bandwidth without prior approval of the supervisor shall not count as accrued work time.
- 9.3.3 Staff members directed to undertake work prior to 7.30 a.m. or after 6.00 p.m., are entitled to overtime.

- 9.3.4 The standard bandwidth may be varied by agreement between the appropriate supervisor and staff member to suit operational needs or to assist with care responsibilities or other needs.
- 9.4 Core time -
- 9.4.1 Standard core time is between 9.30 a.m. and 3.30 p.m. This is the period of the working day when all staff members are required to be on duty unless on a lunch break or approved leave.
- 9.4.2 In normal circumstances, staff members commencing duty after or ceasing duty before core time, must apply for an appropriate amount of leave in quarter day increments.
- 9.4.3 In exceptional circumstances, staff members may commence work after standard core time, or cease duty before the end of core time, provided they notify their supervisor as soon as possible.
- 9.5 Lunch and Meal Breaks -
- 9.5.1 Staff members shall be entitled to a meal break of one hour, however, a minimum meal break of 30 minutes shall be taken.
- 9.5.2 A meal break up to a maximum of two and a half hours may be taken between midday and 2.30 p.m. The supervisor's prior approval is required for a meal break in excess of one hour.
- 9.5.3 Staff members shall be required to take a meal break not more than five hours after commencing work, or before 2.00 p.m., whichever is the earlier.
- 9.6 Hours Worked -
- 9.6.1 Staff members may choose their daily starting and finishing times within the bandwidth subject to core time provisions, supervisor's approval and the availability of work.
- 9.6.2 The Chief Executive Officer or nominee may direct staff members to work seven hours on a specified day also nominating starting and finishing times within the bandwidth on that day.
- 9.6.3 Staff members shall not normally work more than ten hours per day.
- 9.7 Conditions for Flexi Leave -
- 9.7.1 Staff members must have the supervisor's approval prior to taking flexi leave. Requests for flexi leave shall not be unreasonably refused. the Tribunal shall ensure that a staff member does not constantly forfeit excess credit hours at the conclusion of settlement periods as a result of reasonable requests for flexi leave being refused or the staff member being directed by the supervisor to work long hours within the bandwidth.
- 9.7.2 The Chief Executive Officer or nominee may direct a staff member to work standard hours where the staff member is not observing work hours arrangements established under this award or any associated administrative instructions.
- 9.7.3 Where staff members give notice of resignation or retirement they, in consultation with the Supervisor, shall take all reasonable steps to eliminate additional flexi leave, credit or debit hours.
- 9.7.4 Where staff members have accumulated debit hours at the completion of the last day of service, any monies owing shall be debited accordingly by the forfeiture of annual leave. If a staff member has no annual leave to credit at the last day of service, their salary shall be adjusted accordingly.

9.8 Flexi Leave -

- 9.8.1 Where gainful work is available, staff members can accrue work time in excess of seven hours per day.
- 9.8.2 With the supervisor's approval staff members can take up to six days flexi leave in any settlement period either as full days, half days or combinations thereof. Flexi leave may be taken on consecutive days.
- 9.8.3 A half day flex can only be taken where three and a half hours have been worked by staff members during the bandwidth either immediately before or after the half day.
- 9.8.4 During peak periods where it is not possible to take flexi leave, staff members may carry forward credit hours worked to the next settlement period.
- 9.8.5 Staff members may carry forward up to 42 hours credit to the next settlement period. Hours in excess of this amount are forfeited.
- 9.8.6 In exceptional circumstances the 42 hour limit can be exceeded and the additional time carried forward to the next period on the condition the supervisor and staff members agree to a strategy to ensure staff members reduce their time to less than 462 hours.
- 9.8.7 Staff members may carry forward up to 14 hours debit to the next settlement period.
- 9.8.8 Any hours below 406 hours shall require the submission of an application form for recreation leave to cover the shortfall (where there is no annual leave to credit, leave without pay is to be taken).

9.9 Banking Hours -

- 9.9.1 Staff members may bank up to a maximum of six flexi days in each settlement period.
- 9.9.2 This maximum entitlement of six days in each settlement period is to be reduced by the number of flexi days taken during that settlement period. Any remaining credit hours may be added to the normal flexi credit.
- 9.9.3 A maximum of 12 days may be banked over four consecutive settlement periods, with a maximum balance of 12 days at any one time.
- 9.9.4 A banked day is equivalent to seven hours.
- 9.9.5 Banked days may be taken with other forms of leave including flexi leave and by agreement, can be taken in quantities ranging from one half day to 12 days.
- 9.9.6 All banked days to be taken as leave must be agreed to beforehand between supervisor and staff members.
- 9.9.7 Banked flex days shall be payable on termination. Any flex credit at the date of termination is not payable.

9.10 Natural Emergencies and Major Transport Disruptions -

- 9.10.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
 - 9.10.1.1 apply to vary the working hours as provided in the flexible work hours clause of this award; and/or
 - 9.10.1.2 negotiate an alternative working location with the Tribunal; and/or

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

10. Part Time Work

- 10.1 Staff members engaged on a part-time basis shall be granted leave and other entitlements on a pro-rata basis in accordance with the requirements of the *Industrial Relations Act 1996*.

11. Part Year Employment

- 11.1 The Chief Executive Officer or nominee may grant staff members part-year employment by approving a number of weeks unpaid leave per year under current LWOP provisions.
- 11.2 This allows staff members to work an agreed number of weeks per year, with an agreed number of weeks unpaid leave and annual leave on a pro-rata basis.

12. Part Time Leave Without Pay

- 12.1 The Chief Executive Officer or nominee may approve part time leave without pay (LWOP) for full-time staff members for a limited period of time.

13. Salaries

- 13.1 The salary ranges prescribed by this award are as set out in Table 1 - Salaries, of Part B, Monetary Rates.

14. Salary Progression

- 14.1 Performance Enhancement System
- 14.1.1 Formal appraisal under the Tribunal's Performance Enhancement System (PES) shall be used to assess incremental progression to the next salary point within each level.
- 14.1.2 The salary and performance of each staff member shall normally be reviewed annually on the anniversary of the appointment to their current position.
- 14.1.3 In special circumstances, additional formal appraisals may be completed within the annual cycle.
- 14.2 Accelerated Progression: A staff member who performs exceptionally (as determined by PES appraisals) may be recommended to the Chief Executive Officer for accelerated progression through the years within the IPART Officer Levels as set out in Table 1 - Salaries of Part B, Monetary Rates.

15. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 15.1 The entitlement to salary package in accordance with this clause is available to:
- 15.1.1 permanent full-time and part-time employees;
- 15.1.2 temporary employees, subject to the Tribunal's convenience; and
- 15.1.3 casual employees, subject to the Tribunal's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 15.7.
- 15.2 For the purposes of this clause:
- 15.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 13, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

- 15.2.2 "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.
- 15.3 By mutual agreement with the Tribunal, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 15.3.1 a benefit or benefits selected from those approved by the Tribunal; and
- 15.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Tribunal for the benefit provided to or in respect of the employee in accordance with such agreement.
- 15.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 15.5 The agreement shall be known as a Salary Packaging Agreement.
- 15.6 Except in accordance with subclause 15.8, 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 Tribunal at the time of signing the Salary Packaging Agreement.
- 15.7 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:
- 15.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
- 15.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 15.7.3 subject to the Tribunal's agreement, paid into another complying superannuation fund.
- 15.8 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.
- 15.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 15.9.1 *Police Regulation (Superannuation) Act 1906*;
- 15.9.2 *Superannuation Act 1916*;
- 15.9.3 *State Authorities Superannuation Act 1987*; or
- 15.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the Tribunal 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.
- 15.10 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 15.9 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.

- 15.11 Where the employee makes an election to salary package:
- 15.11.1 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
 - 15.11.2 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 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 13, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 15.12 The Tribunal 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.
- 15.13 The Tribunal 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 Salary Packaging Agreement.

16. Appointment and Promotion

- 16.1 The Chief Executive Officer or nominee may appoint or engage a person to any salary that is within the salary range.
- 16.2 In determining commencing salary regard shall be given to:
- 16.2.1 The person's skills, experience and qualifications;
 - 16.2.2 The salary rate required to attract the person; and
 - 16.2.3 The remuneration of existing staff members performing similar roles.
- 16.3 On appointment or engagement, a staff member shall be advised of their commencing salary rate and of any salary increments to which they may have access.
- 16.4 New staff members appointed to roles at the Tribunal shall be in the first instance appointed on a probationary basis for a period up to 6 months.
- 16.5 The probation period may be varied or waived at the discretion of the Chief Executive Officer or nominee.

17. Allowances

- 17.1 Meal Allowances
- 17.1.1 The meal allowances provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.
- 17.2 Temporary Assignment Allowance
- 17.2.1 Staff members directed to perform the duties of a higher position for at least five (5) consecutive working days shall be paid an allowance.
 - 17.2.2 The Chief Executive Officer or nominee shall determine the amount of the allowance.

17.3 Travel Allowances - Conditions

17.3.1 The travel allowances provisions as set out in the clauses in Section 3 - Travel Arrangements of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

17.4 First Aid Allowance

17.4.1 The first aid allowance provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

17.4.2 Adequate first aid outfits shall be provided, maintained and placed under the control of nominated staff members possessing first aid qualifications.

18. Union Consultation, Access and Activities

18.1 The provisions for union consultation, access and activities as set out in Section 5 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, including consultation and technological change and union deductions, shall apply.

19. Extended Leave

19.1 The extended leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award Reviewed 2009 or an award replacing it, shall apply.

20. Family and Community Service Leave

20.1 The Family and Community Service Leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

20.2 The personal carer's leave provisions are contained in this clause and also in the Sick Leave clause of this award.

21. Leave Without Pay

21.1 The leave without pay provisions as set in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

22. Military Leave

22.1 The military leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

23. Religious Or Cultural Observations

23.1 The observance of essential religious or cultural obligations shall be in accordance with provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

24. Parental Leave

24.1 Parental leave provisions include Maternity leave and Adoption Leave. The parental leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

25. Purchased Leave

25.1 The Chief Executive Officer or nominee may approve an application by a staff member for the purchase of additional leave in accordance with the Tribunal's policy.

26. Recreation Leave

- 26.1 The recreation leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

27. Annual Leave Loading

- 27.1 The annual leave loading provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply, however, no restrictions on salary paid to staff members shall apply.

28. Sick Leave

- 28.1 The sick leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply. Further:
- 28.1.1 Staff members absent from duty because of illness or incapacity shall, where possible, report the absence not later than one hour after their normal commencing time.
- 28.1.2 In exceptional circumstances and on a case by case basis, the Chief Executive Officer or nominee, may grant staff members paid special sick leave or allow the leave to be taken on a half pay basis, including leave to be taken on half pay during extended periods of absence.

29. Special Leave

- 29.1 Special leave is paid leave which applies to activities not regarded as being on duty and which are not covered by other forms of leave.
- 29.2 The Chief Executive Officer or nominee may grant special leave in accordance with the provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, in the following situations:
- 29.2.1 Jury service.
- 29.2.2 Witness at court - official capacity.
- 29.2.3 Witness at court - other than in official capacity - Crown witness.
- 29.2.4 Called as a witness in a private capacity.
- 29.2.5 Examinations.
- 29.2.6 Association activities.
- 29.2.7 Return home when temporarily living away from home.
- 29.2.8 Return home when transferred to new location.
- 29.3 In addition to the provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, special leave may be granted for the following situations:
- 29.3.1 Volunteers of recognised organisations (five days in any period of 12 months).
- 29.3.2 First aid training and retraining.
- 29.3.3 Attend retirement preparation seminars (two days).
- 29.3.4 Meetings for financial members of professional or learned societies (up to five days).

29.3.5 Competitors or officials at the Commonwealth or Olympic/Paralympic Games (up to four weeks).

29.4 Any other circumstance applied for by staff members as special leave, that is not covered by this clause may be granted by the Chief Executive Officer or nominee on a case by case basis.

29.5 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 47 Leave for Matters Arising From Domestic Violence have been exhausted, the Chief Executive 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.

30. Study Leave

30.1 Study leave for full-time study may be granted to assist staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours.

30.2 Study leave may be granted for studies at any level, including undergraduate study.

30.3 The grant for study leave is entirely at the discretion of the Chief Executive Officer or nominee in accordance with this clause and is dependent on the availability of Tribunal funds and the relevance and value of the studies to the Tribunal.

30.4 Study leave is granted to staff members as leave without pay with financial assistance at the rate of:

30.4.1 full pay for studies which are directly relevant to the functions of the Tribunal and can be demonstrated to directly improve the efficiency or effectiveness of the Tribunal; or

30.4.2 half pay for studies that are of appreciable benefit to the efficiency or effectiveness of the Tribunal.

30.5 Studies are considered directly relevant to the efficiency or effectiveness of the Tribunal when:

30.5.1 the studies relate directly to the staff member's functions and are necessary to enable these to be carried out effectively;

30.5.2 the studies involve research, the results of which are likely to have a significant impact on the Tribunal's operations;

30.5.3 the staff member would gain skills and knowledge, which are required by the Tribunal;

30.5.4 the studies would assist the Tribunal to meet EEO objectives or other special purposes, and the skills and knowledge gained would contribute to improvements in effectiveness and efficiency.

30.6 Studies are considered to be of appreciable benefit to the efficiency or effectiveness of the Tribunal when:

30.6.1 the studies relate to the staff member's likely future duties and are necessary to enable these to be carried out effectively;

30.6.2 the studies involve research, the results of which are likely to have an impact on the Tribunal's operations;

30.6.3 the staff member would gain skills and knowledge, which are required by the Tribunal;

30.6.4 the studies would assist the Tribunal to meet EEO objectives or other special purposes and the skills and knowledge gained would contribute to improvements in effectiveness and efficiency.

- 30.7 An applicant may be granted leave without pay instead of study leave if the Tribunal considers that:
- 30.7.1 the studies proposed are neither directly relevant, nor of appreciable benefit to the effectiveness or efficiency of the Tribunal; or
 - 30.7.2 financial constraints preclude the grant of study leave; or
 - 30.7.3 while the studies proposed are relevant, a scholarship or award won by the applicant provides financial support equivalent to full or half salary.
- 30.8 When study leave is granted a "cost-to-the-State" bond must be undertaken by the staff member. The bond requires after-service of:
- 30.8.1 twice the period of study leave granted where financial assistance is at the level of full pay
 - 30.8.2 the same period of study leave granted where financial assistance is at the level of half pay.
- 30.9 If the after-service is not completed, the bond requires the staff member to reimburse salary paid for the period of study leave as well as the value of any incremental progression or leave accrued during the period.

31. Staff Development

- 31.1 The provisions relating to staff development and training activities as set out in Tribunal's Staff Development Policy shall apply.

32. Study Time

- 32.1 Study time is available to develop the skills and versatility of staff members in accordance with this clause and may be granted at the discretion of Chief Executive Officer or nominee.
- 32.2 It shall not be granted to staff members to attend a course organised essentially for full time students or which, in later stages, requires full time attendance.
- 32.3 Study time may be granted at full pay to staff members who are studying on a part-time basis.
- 32.4 Study time may be used for:
- 32.4.1 attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 32.4.2 necessary travel during working hours to attend lectures, tutorials etc. held during or outside working hours; and/or
 - 32.4.3 private study; and/or
 - 32.4.4 accumulation, as outlined in subclause 32.17 of this clause.
- 32.5 Half an hour is granted for every hour of class attendance required, up to a maximum grant of four hours per week.
- 32.6 Where this grant is insufficient to cover essential absences, the necessary extra time can be granted.
- 32.7 Study time granted in excess of four hours per week must be made up.
- 32.8 Staff members who take study time on any particular day must work the contract hours on that day. For example, a staff member who is entitled to two hours study time on a Wednesday afternoon must ensure that they work five hours before proceeding on study time.

- 32.9 A half-day flexi leave or a half-day annual leave may be combined with a half-day study time to cover a full day's absence from duty.
- 32.10 Where staff members have less than a half-day study time and wish to be absent for a full day, they may take annual leave for the remainder of the day.
- 32.11 Study time is not to be taken in any week when classes are not attended.
- 32.12 If a staff member attends more than one class, the weekly study time should be reduced correspondingly, when one of those classes is not attended.
- 32.13 Study time is an expendable grant, which if not used at the nominated time, is lost.
- 32.14 If an emergency situation occurs, a staff member may have to give up their normal study time. If circumstances allow, however, such time may be granted on another day during the same week.
- 32.15 Study time is not available for repeated subjects unless evidence can be provided that failure to successfully complete the subject at first attempt was caused by circumstances outside the staff member's control.
- 32.16 Staff members attending repeat subjects during working hours, for which study time has not been granted, must make up all time taken off in attending those subjects.
- 32.17 Subject to Tribunal convenience -
- 32.17.1 Staff members may choose to accumulate part or all of their study time.
- 32.17.2 Accumulated study time may be taken in any pattern or at any time.
- 32.18 Correspondence students are granted study time in the manner outlined in subclause 32.8 of this clause, that is, half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of four hours per week.
- 32.19 Where there is no corresponding face-to-face course, the institution will be asked to indicate the attendance requirements if such a course existed.
- 32.20 Correspondence students may accumulate their study time as outlined in subclause 32.17 of this clause, in order to cover any compulsory residential schools.
- 32.21 Block periods of study time may be granted to staff members in relation to the research and thesis component of: higher degrees, qualifying studies for admission to higher degrees; or Honours studies.
- 32.22 These block periods may be granted on the following basis:
- 32.22.1 Where a course at any level involves a thesis or major project as well as coursework, the usual study time would be granted for the coursework, and ten days study time for the thesis/major project component;
- 32.22.2 For qualifying studies entirely by thesis the grant is ten days;
- 32.22.3 For masters degree studies by research and thesis only, the total grant is:
- 32.22.3.1 25 days for courses of two years minimum duration; and
- 32.22.3.2 35 days for courses of three years minimum duration.
- 32.22.4 For doctoral studies, the total grant for the course is 45 days.

- 32.23 Where a staff member is undertaking qualifying or higher degree studies by coursework only, normal study time is granted.

33. Reimbursement of Fees

- 33.1 Staff members undertaking approved part-time study or training shall be eligible for reimbursement of all or part of the fees (including HECS) and/or other compulsory charges.
- 33.2 The decision as to whether or not fees and/or other compulsory charges are approved in part or in full for reimbursement (and the method of reimbursement) is entirely at the discretion of the Chief Executive Officer or nominee.
- 33.3 Staff members applying for study time and/or reimbursement of fees and/or other compulsory charges shall, as soon as possible, be advised of which fees shall be reimbursed, how they shall be reimbursed, and the amount of study time to be approved. This will enable staff members to make a decision as to whether the study can be undertaken.
- 33.4 When determining the amount of reimbursement, the Chief Executive Officer or nominee shall consider:
- 33.4.1 the skill requirements of the Tribunal;
 - 33.4.2 whether or not the expenditure is justified in terms of the Tribunal's objectives and targets; and
 - 33.4.3 the availability of funds.
- 33.5 Reimbursement of approved fees and/or other compulsory charges shall be made on production of evidence of such expenditure, and subject to satisfactory completion of the course or stage.
- 33.6 To be eligible for reimbursement of approved fees and/or other compulsory charges staff members applying must have been employed by the Tribunal for the majority of the academic period in question and be employed at the time of making the application.

34. Overtime

- 34.1 The overtime provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply, however:
- 34.1.1 Staff members directed to work overtime, up to and including IPART Officer G, shall be paid overtime at their current salary, or salary and allowance in the nature of salary.
 - 34.1.2 Such overtime shall be approved in advance by the Chief Executive Officer or nominee.

35. Public Holidays

- 35.1 The public holidays provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

36. Job Sharing

- 36.1 The Chief Executive Officer or nominee may approve implementation of job-sharing arrangements.
- 36.2 Job sharing is a voluntary arrangement in which one job is shared amongst staff members working on a part-time basis.
- 36.3 Job sharers may be employed on a part-time basis or may be full-time staff members on part-time leave without pay.

37. Work from Home

- 37.1 The Chief Executive Officer or nominee may approve applications by staff members to work from home on a temporary, fixed term, or regular basis.
- 37.2 Approval may be granted where a family member requires care or where a project or report requires urgent completion that would be assisted by working from home.
- 37.3 Generally, working from home shall be granted where the Chief Executive Officer or nominee and staff member are in agreement that:
- 37.3.1 appropriate work is available that can be done at home efficiently without supervision and without liaison with other staff members;
 - 37.3.2 the absence does not adversely affect the performance of the work group or the provision of necessary support services to others;
 - 37.3.3 the home environment or circumstances will not prevent the staff members from completing an amount of work equivalent to what would normally be completed in the office environment; and
 - 37.3.4 the staff member is available for telephone consultation and where possible available to return to the office at short notice.
- 37.4 All work from home approvals shall ensure adequate consideration of, and compliance with work health and safety, confidentiality and security provisions.
- 37.5 Where appropriate, facilities and equipment shall be provided to enable staff members to work at home.

38. Unsatisfactory Performance, Misconduct Or Serious Offence

- 38.1 Where situations arise in relation to unsatisfactory performance, misconduct or serious offence they shall be dealt with in accordance with the Tribunal's policy.

39. Termination of Employment

- 39.1 The staff member shall give two (2) weeks notice prior to resignation of employment.
- 39.2 The Tribunal shall give two (2) weeks notice or payment in lieu of notice to staff members prior to termination of employment.
- 39.3 In cases of serious or wilful misconduct the Chief Executive Officer or nominee may waive notice and no payment in lieu shall be due to staff members.

40. Managing Excess Staff

- 40.1 Where changes result in staff members becoming excess, the arrangements for managing such staff members shall be in accordance with the NSW Government public sector "Managing Excess Employees" policy and based on professional management practice, systematic restructuring process as well as merit and equity principles.

41. Secure Employment - Casual Conversion

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

41.2 Casual Conversion

- 41.2.1 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 clause.
- 41.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this 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 clause if the employer fails to comply with this notice requirement.
- 41.2.3 Any casual employee who has a right to elect under paragraph 41.2.1 upon receiving notice under paragraph 41.2.2 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.
- 41.2.4 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.
- 41.2.5 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.
- 41.2.6 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.
- 41.2.7 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.
- 41.2.8 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 41.2.3 the employer and employee shall, in accordance with this paragraph, and subject to paragraph 41.2.3 discuss and agree upon:
- 41.2.8.1 whether the employee will convert to full-time or part-time employment; and
- 41.2.8.2 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 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.

- 41.2.9 Following an agreement being reached pursuant to paragraph 41.2.8 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.

- 41.2.10 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

42. Secure Employment - Work Health & Safety

- 42.1 For the purposes of this clause, the following definitions shall apply:
- 42.1.1 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.
- 42.1.2 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.
- 42.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- 42.2.1 consult with employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
- 42.2.2 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;
- 42.2.3 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 their own employees; and
- 42.2.4 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.
- 42.3 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*.
- 42.4 Disputes Regarding the Application of this Clause
- 42.4.1 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.
- 42.5 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 ANTA Ministerial Council.

43. Anti-Discrimination

- 43.1 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.

- 43.2 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.
- 43.3 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.
- 43.4 Nothing in this clause is to be taken to affect:
- 43.4.1 any conduct or act which is specifically exempted from anti- discrimination legislation;
- 43.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 43.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 43.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 43.5 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.
- 43.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 43.5.2 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."

44. No Extra Claims

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

45. Savings of Rights

- 45.1 No staff member covered by this award shall suffer a reduction in the rate of pay or any loss or diminution of any conditions of employment as a consequence of the making of this award.

46. Lactation Breaks

- 46.1 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.
- 46.2 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.
- 46.3 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.
- 46.4 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.

- 46.5 The Chief Executive Officer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 46.6 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.
- 46.7 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.
- 46.8 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 28, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 9, Flexible Work Hours of this award, where applicable.

47. Leave for Matters Arising from Domestic Violence

- 47.1 The definition of domestic violence is found in sub clause 3.19, of clause 3 Definitions, of this award;
- 47.2 Leave entitlements provided for in clause 20, Family and Community Service Leave, and clause 28, Sick Leave, may be used by staff members experiencing domestic violence;
- 47.3 Where the leave entitlements referred to in subclause 29A.2 are exhausted, the Chief Executive Officer shall grant Special Leave as per sub clause 29.5;
- 47.4 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;
- 47.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 47.6 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.

48. Relationship to Other Awards

- 48.1 The Tribunal will, subject to approved parameters within Government wages policy, negotiate with the Association the full quantum of future salary increase or other benefits.
- 48.2 The Tribunal will use the outcomes achieved between the Association and Industrial Relations Secretary to inform its negotiations with the intent of varying this Award to give effect to those salary increases and other benefits.
- 48.3 The method of achieving salary increases negotiated between the Tribunal and the Association shall be at the local level and not necessarily determined by the same outcomes as the Crown Employees (Public Sector - Salaries 2015) Award or an award replacing it.
- 48.4 Where there may be inconsistencies between this award and the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied, the arrangements in this award shall prevail.

49. Area, Incidence and Duration

- 49.1 This award applies to staff members of the Independent Pricing and Regulatory Tribunal as defined in clause 3, Definitions of this award.
- 49.2 The award shall commence on 1 July 2017 and has a nominal expiry date of 30 June 2018. It rescinds and replaces the Crown Employees (Independent Pricing and Regulatory Tribunal 2016) Award published 29 July 2016 (380 I.G. 103).

PART B

MONETARY RATES

Table 1 - Salaries

Salary rates apply from the first day of July 2017:

		1 July 2017 per annum \$
IPART Officer A	Year 1	53,905
	Year 2	57,647
	Year 3	61,390
IPART Officer B	Year 1	65,882
	Year 2	69,625
	Year 3	73,368
IPART Officer C	Year 1	78,610
	Year 2	82,355
	Year 3	86,098
IPART Officer D	Year 1	92,085
	Year 2	95,829
	Year 3	99,572
IPART Officer E	Year 1	106,310
	Year 2	110,053
	Year 3	113,799
IPART Officer F	Year 1	121,284
	Year 2	125,025
	Year 3	128,769
IPART Officer G	Year 1	137,006
	Year 2	140,748
	Year 3	147,542

P.KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND
HERITAGE AND THE OFFICE OF ENVIRONMENT PROTECTION
AUTHORITY) GENERAL AWARD 2015**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Industrial Relations Secretary.

(Case No. 2017/98265)

Before Commissioner Murphy

7 April 2017

VARIATION

1. Insert in clause 2 Definitions, of the award published 15 January 2016 (378 I.G. 1273) the following new definitions:

"Delegate" means an employee who has been delegated certain powers by the Chief Executive, the Chairperson or the Departmental Secretary where appropriate pursuant to section 17 of the *Government Sector Employment Act 2013*.

"Departmental Secretary" means the Secretary of the Department of Planning and Environment.

"DPE" means the Department of Planning and Environment (DPE).

"Employer for all purposes other than Industrial" means, for the Office of Environment and Heritage, the Chief Executive, for the Office of the Environment Protection Authority, the Chairperson and for Department of Planning and Environment, the Secretary.

"Organisation Head" means the Chief Executive of the Office of Environment and Heritage, the Chairperson of the Environment Protection Authority or the Secretary of the Department of Planning and Environment.

2. Delete paragraph (i) of subclause 4.1 of clause 4 Parties, and insert in lieu thereof the following:
 - (i) Secretary, Industrial Relations, Chief Executive of the Office of Environment and Heritage (OEH) and the Chairperson of the Environment Protection Authority (EPA), Secretary of the Department of Planning and Environment (DPE).
3. Delete subclause 6.1 of clause 6 Salary System and insert in lieu thereof the following:
 - 6.1 The rates of pay for employees of the OEH, EPA and in the DPE those staff employed pursuant to this award (engaged in the function of providing human resource, information technology, finance, procurement and property services) will be in accordance with the rates contained in Schedule 1, subject to any agreed Salary and Benefit Packaging arrangement.
4. Delete subparagraphs 6.8.4, 6.8.5, and 6.8.6 of clause 6, Salary System, and insert in lieu thereof the following
 - 6.8.4 Employees with a recognised 3 year degree or qualifications deemed by the OEH, EPA or DPE as equivalent will be assigned to point 1 on the EO 2 -7 salary scale.
 - 6.8.5 Employees with a recognised 4 year degree or higher or qualifications deemed by the OEH, EPA or DPE as equivalent will be assigned to point 2 on the EO 2-7 salary scale.

- 6.8.6 Employees on the above scale shall be eligible to progress beyond Class 6 Salary Point 2 subject to:
- (i) the availability of work at the higher level in the employee's discipline/s; and
 - (ii) demonstrated ability and capacity to undertake more responsible work, as deemed appropriate by the OEH, EPA or DPE having regard to the employee's discipline/s.
5. Delete subclause 8.3 of clause 8 On Call Allowance for Public Affairs Officers and Information Management & Communications Technology (IM&CT) Officers, and insert in lieu thereof the following:
- 8.3 Only in exceptional circumstances would the OEH, EPA or DPE require an employee to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the employee is required to be on call. The daily allowance will equate to \$26.43 per day.
6. Delete subclauses 12.1, 12.2 and 12.6 of clause 12 Irregular Shiftwork and insert in lieu thereof the following:
- 12.1 From time to time the OEH, EPA or DPE may request an irregular or infrequent shift to be performed during the period Monday to Friday.
- 12.2 Where shift work is irregular or infrequent, the OEH, EPA or DPE shall pay a shift allowance of 30% on the normal daily rate.
- 12.6 After an employee has worked an irregular shift, the employee must take a break of 10 hours prior to recommencing work. However, if requested by the OEH, EPA or DPE because of special circumstances to recommence work without completing a 10 hour break, overtime shall be paid from the time work is recommenced until such a break is taken.
7. Delete subparagraph 15.3.1 of subclause 15.3 of clause 15 After Hours Incident Service (AHIS), and insert in lieu thereof the following:
- 15.3.1 An employee rostered on the AHIS and called out by a person/organisation so authorised by the OEH, EPA or DPE in order to investigate pollution complaints, surveillance of potential pollution sources, or in other emergency situations outside normal working hours, will be paid a minimum of three (3) hours at overtime rates.
8. Delete subclause 25.1 of clause 25 Area Incidence and Duration and insert in lieu thereof the following:
- 25.1 This Award shall apply to employees in the Office of Environment and Heritage, the Environment Protection Authority and the Department of Planning and Environment.
9. These variations shall take effect on and from 7 April 2017.

J. V. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PUBLIC SECTOR - SALARIES 2017) AWARD

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. 2017/99841)

Before Chief Commissioner Kite

21 June 2015

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Allowances
5.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
6.	Dispute Settlement Procedure
7.	Anti-Discrimination
8.	No Extra Claims
9.	Area, Incidence and Duration

Schedule A - List of Awards, Agreements and Determinations
Schedule B - Common Salary Points

PART B

MONETARY RATES

AWARDS

AGREEMENTS AND DETERMINATIONS

1. Title

This award will be known as the Crown Employees (Public Sector - Salaries 2017) Award.

2. Definitions

In this Award:

- (i) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (ii) "Employee" means and includes any person appointed to or performing the duties of any of the positions covered by the Awards, Agreements and Determinations listed in Schedule A to this Award.
- (iii) "Secretary" means the Industrial Relations Secretary, as established under the Government Sector Employment Act 2013.

3. Salaries

- (i) The salaries under this Award are payable to employees appointed to or performing the duties of any of the positions covered by the Awards, Agreements and Determinations listed in Schedule A to this Award.
- (ii) The salaries payable are prescribed in Part B, Monetary Rates, of this Award.
- (iii) The salaries prescribed in Part B reflect:
a 2.5% increase to salaries payable with effect from the first full pay period to commence on or after 1 July 2017;

4. Allowances

- (i) The following allowances in the Awards, Agreements and Determinations in Schedule A are subject to adjustment in line with the salary increases in clause 3, Salaries of this Award:

Additional Responsibilities Allowance

All Incidents of Employment Allowance

Charge Hand Allowance

Community Language Allowance

Diving Allowance

Environmental Allowance

Extraneous Duties Allowance

First Aid Allowance

Flying Allowance

In-Lieu of Overtime Allowance

Leading Hand Allowance

Licence Allowances covered in Trade Based Groups Agreement No. 2301 of 1981 and the Crown Employees (General Staff - Salaries) Award 2007

Officer-in-Charge Allowance

On-Call Allowance

Part-Time Building Managers/House Officers Allowance

Any Wage Related Allowances applicable to the Crown Employees (General Staff - Salaries) Award 2007

Qualifications Allowances - where the qualification is deemed to be a requisite for the position in question

Resident Officers Allowance

Shift Allowances

Special Rates Allowance

Supervision Allowance

Service Increments expressed as a separate sum

Word Processing Allowance

- (ii) In addition to the allowances listed in subclause (i) of this clause, any other allowance in the Awards, Agreements and Determinations listed in Schedule A which is normally moved in accordance with salary increases is to be adjusted in line with the salary increase in clause 3, Salaries of this award.

5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
- (a) ongoing 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 3, Salaries, 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 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 Secretary; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the 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 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 3, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The Secretary 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.
- (xiii) The Secretary 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 Salary Packaging Agreement.

6. Grievance and Dispute Settling Procedure

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 agency, if required.

- (i) An employee is required to notify in writing their immediate manager, as to the substance of the dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (ii) 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, to the appropriate Department Head or Delegate.
- (iii) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the dispute or difficulty within two (2) days, or as soon as practicable, of the matter being brought to attention.
- (iv) If the matter remains unresolved with the immediate manager, the employee 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) days, or 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 Department Head.
- (v) The Department Head may refer the matter to the Secretary for consideration.
- (vi) In the event that the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter
- (vii) An employee, at any stage, may request to be represented by an Association representative.
- (viii) The employee or the Association on their behalf or the Department Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (ix) The employee, Association, Department and Secretary shall agree to be bound by any lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (x) Whilst the procedures outlined in (i) to (ix) are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case involving Occupational Health and Safety, if practicable, normal work shall proceed in such a manner as to avoid any risk to the health and safety of any employee or member of the public.

7. 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 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 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."

8. No Extra Claims

- (i) 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.

9. Area, Incidence and Duration

- (i) This Award shall apply to employees employed in the classifications covered by the Awards, Agreements and Determinations listed in Schedule A of this Award.
- (ii) This Award shall not apply to:
 - (a) persons falling within the operation of the Livestock Health and Pest Authorities Salaries and Conditions Award and
 - (b) persons employed by Roads and Maritime Services.
- (iii) This Award rescinds and replaces the Crown Employees (Public Sector - Salaries 2016) Award published 24 June 2016 (379 I.G. 597).
- (iv) This Award shall take effect on and from 1 July 2017 and shall remain in force until 30 June 2018.

SCHEDULE A

LIST OF AWARDS, AGREEMENTS AND DETERMINATIONS

The wages, salaries and relevant allowances under this Award are payable to employees appointed to or performing the duties of any of the positions covered by the following Awards, Agreements and Determinations

Awards:

Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007

Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award

Crown Employees (Correctional Officers, Corrective Services NSW) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres

Crown Employees (Departmental Officers) Award

Crown Employees (Sound Reporters) Award

Crown Employees (Department of Attorney General and Justice (Juvenile Justice) - 38 Hour week Operational Staff 2015) Reviewed Award

Crown Employees (Office of Sport - Catering Officers) Award

Crown Employees (Office of Sport - Centre Managers) Award

Crown Employees (Office of Sport - Program Officers) Award

Crown Employees (Office of Sport - Services Officers) Award

Crown Employees Department of Family and Community Services NSW (Aboriginal Housing Award) 2016

Crown Employees (Department of Finance, Services and Innovation) Award 2015

Crown Employees (Department of Finance, Services and Innovation - Waste Assets Management Corporation) Salaried Staff Award 2012

Crown Employees (Department of Industry, Skills and Regional Development) Food Safety Officers Award

Crown Employees (General Assistants in Schools - Department of Education) Award

Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Attorney General and Justice - Corrective Services NSW) Award 2009

Crown Employees (General Staff - Salaries) Award 2007

Crown Employees Sydney Living Museums (Gardens - Horticulture and Trades Employees) Award 2016

Crown Employees (Interpreters and Translators, Multicultural NSW) Award

Crown Employees (Jenolan Caves Reserve Trust) Salaries Award 2016

Crown Employees - Legal Officers (Crown Solicitor's Office, Legal Aid Commission Staff Agency, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Award 2016

Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award

Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award

Crown Employees (NSW Department of Family and Community Services - Community Services Division) After Hours Service Award 2016

Crown Employees (NSW Department of Finance, Services and Innovation - Graphic Service Operators) Award

Crown Employees (NSW Department of Justice) Casino Inspectors Transferred from Department of Gaming and Racing Award

Crown Employees (Department of Industry, Skills and Regional Development) Domestic Services Officers Award

Crown Employees (NSW Department of Justice) Exhibition Project Managers and Project Officers) Australian Museum Award

Crown Employees (Department of Industry, Skills and Regional Development) Fisheries Employees Award

Crown Employees (Department of Industry, Skills and Regional Development) Geoscientists Award

Crown Employees (Department of Industry, Skills and Regional Development) Land Information Officers Award

Crown Employees (Department of Industry, Skills and Regional Development) Local Coordinator Allowance Award

Crown Employees (Department of Industry, Skills and Regional Development) Mine Safety and Environment Officers Award

Crown Employees (Department of Industry, Skills and Regional Development) Operational Staff Award

Crown Employees (NSW Department of Justice) Museum of Applied Arts and Sciences - Casual Guide Lecturers Award

Crown Employees (Department of Industry, Skills and Regional Development) Professional Officers Award

Crown Employees (Department of Industry, Skills and Regional Development) Regulatory Officers Award

Crown Employees (NSW Department of Justice) State Library Security Staff Award 2007

Crown Employees (Department of Industry, Skills and Regional Development) Technical Staff Award

Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009

Crown Employees (NSW Police Force Communications Officers) Award

Crown Employees (NSW Police Force Police Band) Award

Crown Employees (NSW Police Force Special Constables) (Security) Award

Crown Employees (Office of Environment and Heritage and the Office of Environment Protection Authority) General Award 2015

Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service) Conditions of Employment Award 2015

Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007

Crown Employees (Department of Finance, Services and Innovation – SafeWork NSW Inspectors 2007) Award

Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007

Crown Employees (Parliament House Conditions of Employment) Award 2015

Crown Employees (Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists) Award

Crown Employees (Planning Officers) Award 2016

Crown Employees (Psychologists) Award

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

Crown Employees (Public Service Training Wage) Reviewed Award 2008

Crown Employees (Research Scientists) Award 2007

Crown Employees (Rural Fire Service) Award

Crown Employees (School Administrative and Support Staff) Award

Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Attorney General and Justice - Corrective Services NSW) Award 2009

Crown Employees (Senior Officers Salaries) Award 2012

Crown Employees (Sheriff's Officers) Award 2007

Crown Employees (State Emergency Service) Communication Centre - Continuous Shift Workers Award 2012

Crown Employees (State Emergency Service) Learning and Development Officers Award 2012

Crown Employees (State Emergency Service) Region Controllers Award 2012

Crown Employees (Technical Officers - Treasury) Award

Crown Employees (Tipstaves to Justices) Award 2007

Crown Employees (Trades Assistants) Award

Taronga Conservation Society Australia Salaried Employees Award

Agreements and Determinations:

Adventure Facilitator, Oberon Correctional Centre - Department of Corrective Services Section 130 (1) Determination No. 955 of 2007

Architects etc. Agreement No. 1733 of 1971

Artists, etc., Australian Museum; Designers and Senior Designer, National Parks & Wildlife Service; Artist, Chief, Exhibitions Department and Keeper of Exhibits, Museum of Applied Arts and Sciences Agreement No. 2196 of 1975

Bandmaster, Department of Corrective Services, Determination No. 936 of 2004

Cadet Conditions and Rates of Pay, Various Departments Determination No. 938 of 2004

Cartographers, Engineering Survey Drafting Officers, Survey Drafting Officers, Photogrammetrists, Computers All Departments Agreement No. 2439 of 1982

Casual Drug Counsellors - Department of Corrective Services Determination No. 935 of 2004

Community Offender Support Program Centres, Department of Corrective Services Determination No. 960 of 2008

Computer Operators - Salaries - Public Service Board Determination No. 642 of 1981 and Determination No. 801 of 1983

Conditions of Service for Case Workers, Compulsory Drug Treatment Correctional Centre (ADTCC), Department of Corrective Services. Determination No. 968 of 2010

Conditions of Service for Program Support Officers, Offender External Leave Program, Department of Corrective Services. Determination No. 966 of 2009

Conditions of Service for Program Support Officers, Tabulam, Department of Corrective Services. Determination No. 964 of 2008

Conditions of Service for Program Support Officers, Yetta Dhinnakkal Centre, Department of Corrective Services. Determination No. 969 of 2011

Conditions of Service Team Leader and Bail Coordinator, Bail Assistance Line, Juvenile Justice, Department of Human Services. Determination No. 967 of 2010

Conservators, Cultural Institutions Agreement No. 2504 of 1987

Co-ordinators and Directors Community Justice Centres, Department of the Attorney General Determination No. 808 of 1983

Coordinator, Visual Arts, Long Bay Correctional Complex - Department of Corrective Services Determination No. 929 of 2002

Curators and Registrars Cultural Institutions Agreement No. 2508 of 1987

Departmental Professional Officers Determination No. 866 of 1987

Department of Transport Officers Employment Conditions Agreement No. 2548 of 1998

Education Officers, etc., Department of Culture, Sport and Recreation, Public Service Board Determination No. 473 of 1975

Education Officer Department of Training and Education Co-ordination Determination No. 912 of 1996

Engineers Agreement No. 1734 of 1971

Escorts and Travelling Attendants Agreement No. 2270 of 1980

Gardening, Parks and Horticultural and Landscape Staff Amending Agreement No. 2320 of 1982; Gardening, Parks and Horticultural and Landscape Staff Agreement No. 2266 of 1980; Determination No. 767 of 1982

General Division Driver/Assistant etc Various Departments Agreement No. 2478 of 1985

General Division (Trade Based Groups) Agreement No. 2301 of 1980; Amending Agreement No. 2317 of 1981; Determination No. 764 of 1982

Glenfield Park School Staff, Department of Education, Determination No. 787 of 1983

Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982; Amending Agreement No. 2520 of 1989

Interpretive Assistants, National Parks and Wildlife Service, Industrial Authority Determination

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific) and Senior Technical Officer (Scientific), Various Departments Agreement No. 2369 of 1982

Legal Officers, Various Departments Agreement No. 2375 of 1982

Maintenance Officer State Library of NSW, Determination No 939 of 2004

Media Monitoring Unit, Premier's Department Agreement No. 2546 of 1997

Ministerial Drivers' Salaries and Conditions - New South Wales Premier's Department Determination No. 953 of 2007

Miscellaneous Professional Officers, Department of Water Resources Agreement No. 2535 of 1991

Parliament House, Administrative and Clerical Officers, Determinations of the Presiding Officers

Parliament House, Other Clerical Officers, Determinations of the Presiding Officers

Parliamentary Attendant Staff, Determinations of the Presiding Officers

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff) Agreement No. 2379 of 1981, Agreement No. 2381 of 1981, Agreement No. 2382 of 1981

Parole Officers, Department of Corrective Services Industrial Authority Determination

Petty Sessions Officers - Local Courts Administration Determination No. 741 of 1982

Pharmacists Agreement No. 2441 of 1982

Psychologists, Community Offender Services, Department of Corrective Services Determination No. 958 of 2008

Publicity Officers and Public Relations Officers Agreement No. 2126 of 1975

Scientific Officers Various Departments Agreement No. 2433 of 1982

Security Officers and Senior Security Officers, Various Departments Determination No. 768 of 1982

Social Workers, Various Departments Agreement No. 2374 of 1982

Stores Officers Various Departments; Agreement No. 2038 of 1973; Determination 534 of 1978; Determination 747 of 1982

Surveyors, Trigonometrical Surveyors and Cartographic Surveyors, Various Departments Agreement No. 2449 of 1982

Technical Officers (Engineering) Determination No. 803 of 1983

Technical Surveyors, All Departments Agreement No. 2494 of 1986

Technician (Security Services), Department of Education and Training, Public Service Board Determination dated 4 February 1988

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyards) Salaries Agreement No. 2418 of 1982

Tracers, Various Departments, Agreement No.2192 of 1975

SCHEDULE B

COMMON SALARY POINTS

(i) History of the Crown Employees (Common Salary Points) Award:

This Schedule contains a summary of the Crown Employees (Common Salary Points) Award made 30 July 1990 published 1 October 1993 (276 I.G. 941) and Erratum published 3 December 1993 (277 I.G. 576).

The parties have agreed to the rescission of the Crown Employees (Common Salary Points) Award in accordance with the s19 Award Review process, and to the inclusion of a summary of the award as a schedule to the Crown Employees (Public Sector - Salaries January, 2000) Award and any replacement award, until such time as a new classification and grading system has been agreed and implemented by the parties.

The Crown Employees (Common Salary Points) Award was introduced under the Structural Efficiency Principle to establish a set of 130 common salary points, replacing about 1400 salary points spread across about 500 separate classifications in the NSW public service. The introduction of common salary points allowed for the simplification of pay structures, the encouragement of the review and redesign of jobs to improve work arrangements and the simplification of pay administration.

Summary of the Crown Employees (Common Salary Points) Award

The Crown Employees (Common Salary Points) Award applied to all persons employed by an organisation specified in Table 1 for whom an annual salary rate was prescribed by an award specified in Table 2 or by an agreement or determination but did not include a person who was occupying a position specified in Table 3.

It took effect from the beginning of the first full pay period to commence on or after 1 July 1991. The annual salary rates applicable to the various classifications of employees were to be drawn from the common salary points prescribed by Table 4. The actual common salary points applicable to a particular classification of employees were to be prescribed by an award, agreement or determination. Annual salary rates prescribed by an award, agreement or determination that exceeded the rate prescribed by the highest common salary point were not affected by the award.

Table 1: Organisations

Table 2: Awards

Table 3: Classifications (by organisation) excluded

Table 4: Common salary points

(ii) Current Common Salary Points

These Common Salary Points apply only to the classifications contained in this Award, as appropriate. Prior relationships between salaries and Common Salary Points continue, but there is no extension of their use by the making of this Award. Where Common Salary Points have been identified in this Award the CSP Numbers have been noted next to the salary rates to assist calculation and checking.

COMMON SALARY POINTS		
		1.7.17 Per annum 2.50% \$
Common Salary Point:	1	25,068
	2	26,747
	3	28,159
	4	29,855
	5	31,750
	6	33,880
	7	36,012
	8	38,481
	9	40,805
	10	43,162
	11	43,557
	12	43,946
	13	44,386
	14	44,847
	15	45,269
	16	45,792
	17	46,945
	18	47,407
	19	47,820
	20	48,225
	21	48,684
	22	49,139
	23	50,265
	24	50,759
	25	51,177
	26	51,592
	27	52,007
	28	52,447
	29	52,986
	30	53,439
	31	53,865
	32	54,387
	33	54,827
	34	55,342
	35	55,790
	36	56,358
	37	56,897
	38	57,369
	39	57,962
	40	58,440
	41	59,097
	42	59,561
	43	60,151
	44	60,598
	45	61,187
	46	61,658
	47	62,305
	48	62,822
	49	63,469
	50	64,086
	51	64,583
	52	65,240
	53	65,799
	54	66,373

	55	67,031
	56	67,659
	57	68,256
	58	68,929
	59	69,650
	60	70,297
	61	71,008
	62	71,677
	63	72,520
	64	73,224
	65	73,840
	66	74,712
	67	75,476
	68	76,028
	69	76,901
	70	77,660
	71	78,435
	72	79,103
	73	79,922
	74	80,557
	75	81,369
	76	82,265
	77	82,969
	78	83,935
	79	84,606
	80	85,525
	81	86,293
	82	87,225
	83	88,076
	84	88,851
	85	89,781
	86	90,585
	87	91,559
	88	92,470
	89	93,401
	90	94,327
	91	95,235
	92	96,116
	93	97,126
	94	98,170
	95	99,204
	96	100,243
	97	101,252
	98	102,359
	99	103,341
	100	104,397
	101	105,409
	102	106,418
	103	107,398
	104	108,373
	105	109,475
	106	110,584
	107	111,689
	108	112,797
	109	113,918
	110	115,033
	111	116,157
	112	117,291
	113	118,419

	114	119,548
	115	120,731
	116	121,917
	117	123,127
	118	124,351
	119	125,714
	120	127,085
	121	128,178
	122	129,263
	123	130,702
	124	132,140
	125	133,595
	126	135,045
	127	136,461
	128	137,891
	129	139,440
	130	140,996

PART B

MONETARY RATES

AWARDS

Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007

Administrative and Clerical Officer		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Clerks General Scale		
Clerks General Scale step 1	4	29,855
Clerks General Scale step 2	6	33,880
Clerks General Scale step 3 - 1st year of service or 18 years	7	36,012
Clerks General Scale step 4 - Minimum for - employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age - employee with Higher School Certificate qualification at 19 years of age	9	40,805
Clerks General Scale step 5 - Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age - employee 20 years of age	11	43,557
Clerks General Scale step 6 - Minimum for employee 21 years of age	17	46,945
Clerks General Scale step 7	20	48,225
Clerks General Scale step 8	23	50,265
Clerks General Scale step 9	25	51,177
Clerks General Scale step 10	28	52,447
Clerks General Scale step 11	32	54,387
Clerks General Scale step 12	36	56,358
Clerks General Scale step 13	40	58,440
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No 202 of 1979 shall be paid by way of allowance above Step 13 of the General Scale		60,939

Grade 1		
1st year of service	46	61,658
Thereafter	49	63,469
Grade 2		
1st year of service	52	65,240
Thereafter	55	67,031
Grade 3		
1st year of service	58	68,929
Thereafter	61	71,008
Grade 4		
1st year of service	64	73,224
Thereafter	67	75,476
Grade 5		
1st year of service	75	81,369
Thereafter	78	83,935
Grade 6		
1st year of service	82	87,225
Thereafter	85	89,781
Grade 7		
1st year of service	88	92,470
Thereafter	91	95,235
Grade 8		
1st year of service	95	99,204
Thereafter	98	102,359
Grade 9		
1st year of service	101	105,409
Thereafter	104	108,373
Grade 10		
1st year of service	108	112,797
Thereafter	111	116,157
Grade 11		
1st year of service	116	121,917
Thereafter	120	127,085
Grade 12		
1st year of service	126	135,045
Thereafter	130	140,996

Crown Employees (Correctional Officers, Department of Justice - Corrective Services NSW) Award

Correctional Officers - Department of Corrective Services	CSP NO.	1.7.17
Classification and Grades		Per annum 2.50% \$
Probationary Correctional Officer	45	61,187
Correctional Officer -		
1st year	47	62,305
2nd year and thereafter	49	63,469
Correctional Officer, First Class -1st year	55	67,031
2nd year and thereafter	63	72,520
Senior Correctional Officer	69	76,901
Overseer -		
1st year	55	67,031
2nd year and thereafter	63	72,520
Senior Overseer	69	76,901
Industries and Maintenance Allowance -		
Overseer 1st year		9,874
Overseer 2nd year and thereafter		4,382
Senior Overseer		8,622

Incidental Allowance -	1.7.17 Per annum 2.50%
Probationary Correctional Officer (in training)	n/a
Probationary Correctional Officer (on graduation)	1,006
Correctional Officer 1st year	1,510
Correctional Officer 2nd year and thereafter	2,018
Correctional Officer, First Class 1st year	3,017
Correctional Officer, First Class 2nd year and	3,017
Senior Correctional Officer	5,028
Overseer 1st year	3,017
Overseer 2nd year and thereafter	3,017
Senior Overseer	5,028

Crown Employees (Correctional Officers, Corrective Services NSW) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres

Annualised Salary Package - Kempsey, Dillwynia and Wellington Correctional Centres		
Classification and Grades		1.7.17 Per annum 2.50% \$
General Manager		188,902
Manager of Security		159,365
Principal Correctional Officer		123,133
Chief Correctional Officer		115,258
Correctional Officers - Kempsey, Dillwynia and Wellington Correctional Centres		
	Common Salary Points	1.7.17 Per annum 2.50% \$
Senior Correctional Officer	69	76,901
Correctional Officer 1st Class Year 2	63	72,520
Correctional Officer 1st Class Year 1	55	67,031
Correctional Officer Year 2	49	63,469
Correctional Officer Year 1	47	62,305
Correctional Officer Probationary	45	61,187
Correctional Officer (Training)	45	61,187
Incidental Allowance: Senior Correctional Officer		5,028
Correctional Officer 1st Class Years 1 and 2		3,017
Correctional Officer Year 2		2,018
Correctional Officer Year 1		1,510
Correctional Officer Probationary		1,006
Principal Industry Officer Level 1		128,402
Principal Industry Officer Level 2		122,203
Chief Industry Officer		116,397
Senior Overseer	80	85,525
Overseer	69	76,901
Senior Overseer		5,028
Overseer		3,017

Crown Employees (Departmental Officers) Award

Departmental Officer		
Classifications and Grades		1.7.17 Per annum 2.50% \$
General Scale	Year 1	36,012
	Year 2	43,557
	Year 3	46,945
	Year 4	48,225
	Year 5	50,265
	Year 6	51,177
	Year 7	52,447
	Year 8	54,387
	Year 9	56,358
	Year 10	58,440
Grade 1-2 (Level 1)	Year 1	61,658
	Year 2	63,469
	Year 3	65,240
	Year 4	67,031
Grade 3-4 (Level 2)	Year 1	68,929
	Year 2	71,008
	Year 3	73,224
	Year 4	75,476
Grade 5-6 (Level 3)	Year 1	81,369
	Year 2	83,935
	Year 3	87,225
	Year 4	89,781
Grade 7-8 (Level 4)	Year 1	92,470
	Year 2	95,235
	Year 3	99,204
	Year 4	102,359
Grade 9-10 (Level 5)	Year 1	105,409
	Year 2	108,373
	Year 3	112,797
	Year 4	116,157
Grade 11 (Level 6)	Year 1	121,917
	Year 2	127,085
Grade 12 (Level 7)	Year 1	135,045
	Year 2	140,996
Senior Officer Grade 1 (Level 8)	Year 1	157,763
	Year 2	169,993
Senior Officer Grade 2 (Level 9)	Year 1	172,870
	Year 2	185,059
Senior Officer Grade 3 (Level 10)	Year 1	191,251
	Year 2	209,938

Crown Employees (Sound Reporters) Award

Multi-Skilled Reporters and Sound Reporters Dual Remote		
Classification and Grade	Common Salary Point	1.7.17 Per annum 2.50% \$
Trainee Multi-Skilled Sound Reporter Year 1	46	61,658
Multi-Skilled Sound Reporter Year 2	52	65,240
Multi-Skilled Sound Reporter Year 3	55	67,031
Multi-Skilled Sound Reporter Year 4	58	68,929
Multi-Skilled Sound Reporter Year 5	61	71,008
Sound Reporter Dual Remote	64	73,224

**Crown Employees (Department of Justice (Juvenile Justice) - 38 Hour week Operational Staff 2015)
Reviewed Award**

Classification and Grades	A & C Grade Equivalent	1.7.17 Per annum 2.50% \$
Unqualified Youth Officer - Level 1	GS Year 10	58,440
Youth Officer Level 2 Year 1	Min 1	61,658
Year 2	Max 1	63,469
Year 3	Min 2	65,240
Level 3 Year 1	Max 2	67,031
Shift Supervisor/Assistant Unit Manager - Level 4 Year 1	Min 4	73,224
Year 2	Max 4	75,476
Year 3	Min 5	81,369
Year 4	Max 5	83,935
Unit Manager - Level 5 Year 1	Min 6	87,225
Year 2	Max 6	89,781
Year 3	Min 7	92,470
Year 4	Max 7	95,235
Assistant Manager - Level 6 Year 1	Min 8	99,204
Year 2	Max 8	102,359
Year 3	Min 9	105,409
Year 4	Max 9	108,373
Centre Manager - Level 7 Year 1	Min 10	112,797
Year 2	Max 10	116,157
Centre Manager - Level 8 Year 1	Min 11	121,917
Year 2	Max 11	127,085
Centre Manager - Level 9 Year 1	Min 12	135,045
Year 2	Max 12	140,996
Vocational Instructor (Trade, Maintenance, Grounds) Level 1, Year 1		58,440
Level 2 Year 1		61,658

Year 2		63,469
Year 3		65,240
Year 4		67,031
Kitchen Support Officer and Vocational Instructor (Cook)		
Level 1		
Year 1		48,225
Year 2		50,265
Level 2		
Year 1		61,658
Year 2		63,469
Year 3		65,240
Year 4		67,031
Vocational Instructor (Cook Supervisor)		
		69,694
Logistics Officer		
Level 4		
Year 1		81,369
Year 2		83,935
Level 5		
Year 3		87,225
Year 4		89,781
Court Supervisor - Level 4		
Year 1	Min 4	73,224
Year 2	Max 4	75,476
Year 3	Min 5	81,369
Year 4	Max 5	83,935
Drug Detection Security and Intelligence Officer		
Level 2		
Year 1	Min 1	61,658
Year 2	Max 1	63,469
Year 3	Min 2	65,240
Level 3	Max 2	67,031
Allowances		
Chokage Allowance (per day)		4.94
Uniform Allowance (per week)		5.13
Trade Allowance (per annum)		1,871
Supervisory Allowance (per week)		51.25
Allocated Youth Officer Additional Responsibilities Allowance (per hour)		1.33

Crown Employees (Office of Sport - Catering Officers) Award

Classification and Grades	1.7.17 Per annum 2.50% \$
Level 1	57,096
Level 2	58,901
Level 3	60,676
Level 4	62,632
Level 5	64,849
Catering Officers - Academy Allowance	
Senior Catering Officer	4,991
Catering Officer	2,408
Apprentice	1,928

Crown Employees (Office of Sport- Centre Managers) Award

Grades and salary rates for classifications in this award are in accordance with the Crown Employees Administrative and Clerical Officers - Salaries) Award 2007 Grades 4 to 12

Allowance	1.7.17 Per annum 2.50% \$
Annual allowance (Clause 11)	11,320

Crown Employees (Office of Sport - Program Officers) Award

Program Officers - Department of the Arts, Sport and Recreation	
Classification and Grades	1.7.17 Per annum 2.50% \$
Program Officers	
Level 1	57,749
Level 2	60,011
Level 3	63,398
Level 4	67,928
Level 5	70,190
Level 6	73,598
Level 7	76,986
Level 8	80,392
Level 9	83,778
Level 10	87,184
Level 11	90,566
Level 12	92,832
Program Officers - Temporary employees	1.7.17 Per day 2.50% \$
Level 1	221.67
Level 2	229.75
Level 3	242.45
Level 4	260.92
Level 5	268.99
Level 6	281.70
Level 7	295.55
Level 8	308.26
Level 9	320.96
Level 10	333.66
Level 11	347.51
Level 12	355.59
Program Officers - Casual Employees	1.7.17 Per day 2.50% \$
Level 1	249.02
Level 2	258.79
Level 3	273.41
Level 4	292.89
Level 5	302.72
Level 6	317.35
Level 7	331.97

Level 8	346.67
Level 9	361.26
Level 10	375.97
Level 11	390.56
Level 12	400.29
	1.7.17 Per day 2.50% \$
Assistant instructor (Per day)	60.69
Program Officer (Instructor)	193.53 234.77
Allowances	
Sport and recreation allowance - Permanent Program Officers (per annum)	11,320.10
Sport and recreation allowance- Temporary Program Officers (per day)	43.39
Night duty allowance - Casual Program Officers(per night)	92.63
Night duty allowance - Program Officer (Instructors) (per night)	44.69

Crown Employees (Office of Sport - Services Officers) Award

Table 1 - Salary Scale for Services Officers Prior to Competency Attainment	
Classification and Grades	1.7.17 Per annum 2.50% \$
Level 1	48,363
Level 2	51,010
Level 3	53,205
Level *4	55,403
	Per hour \$
Level 1	24.38
Level 2	25.72
Level 3	26.84
Level 4	27.96
Table 2 - Salary Scale for Services Officers after Competency Attainment	
Classification and Grades	1.7.17 Per annum 2.50% \$
Level 1	49,813
Level 2	52,543
Level 3	54,806
Level 4*	57,066
	Per hour \$
Level 1	25.15
Level 2	26.52
Level 3	27.64
Level 4	28.77

*** Services Officer (Groundsperson) and Services Officer (Gardener) salary rate**

Table 3 - Salary Scale for Assistant Services Officers	
Classification and Grades	1.7.17 Per annum 2.50% \$
Level 1	48,363
Level 2	51,010
	Per hour \$
Level 1	24.38
Level 2	25.72

**Crown Employees Department of Family and Community Services NSW (Aboriginal Housing Award)
2016**

See rates for Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007

Crown Employees (Department of Finance, Services and Innovation) Award 2015

Department of Commerce (other than GCIO, OFT, OIR, Businesslink)	
Classifications and Grades	1.7.17 Per annum 2.50% \$
DPWS Professional Staff -	
General Scale 1	36,508
General Scale HSC 19 years	41,366
General Scale 2 or age 20	44,153
General Scale 3 or age 21	47,585
General Scale 4	48,887
General Scale 5	50,949
General Scale 6	51,876
General Scale 7	53,167
General Scale 8	55,132
General Scale 9	57,130
General Scale 10	59,236
General Scale 11	60,978
General Scale 12	62,498
General Scale 13	64,336
Grade 1	
Year 1	64,959
Year 2	68,586
Year 3	73,509
Year 4	78,722
Year 5	83,390
Grade 2	
Year 1	88,421
Year 2	91,827
Year 3	94,676
Year 4	97,435
Grade 3	
Year 1	102,640
Year 2	105,826
Year 3	109,856
Year 4	113,218

Grade 4	
Year 1	118,895
Year 2	122,378
Year 3	124,820
DPWS Senior Professional Staff -	
Senior 1	
Year 1	129,933
Year 2	132,493
Senior 2	
Year 1	135,428
Year 2	138,335
Senior 3	
Year 1	141,349
Year 2	142,928
DPWS Project Staff	
Grade 1	
Year 1	77,116
Year 2	78,404
Grade 2	
Year 1	83,435
Year 2	85,840
Grade 3	
Year 1	88,484
Year 2	91,119
Grade 4	
Year 1	93,758
DPWS Senior Management	
Grade 1	
Year 1	154,949
Year 2	162,762
Grade 2 -	
Year 1	170,565
Year 2	178,379
DPWS Staff -	
General Scale 1	36,508
General Scale HSC 19 yrs	41,366
General Scale 2 or age 20	44,153
General Scale 3 or age 21	47,585
General Scale 4	48,887
General Scale 5	50,949
General Scale 6	51,876
General Scale 7	53,167
General Scale 8	55,132
General Scale 9	57,130
General Scale 10	59,236
* Personal	60,978
Grade 1 -	
Year 1	62,498
Year 2	64,336
Grade 2 -	
Year 1	66,136
Year 2	67,943
Grade 3 -	
Year 1	69,874
Year 2	71,984
Grade 4 -	
Year 1	74,229
Year 2	76,508

Grade 5 - Year 1 Year 2	82,484 85,091
Grade 6 - Year 1 Year 2	88,421 91,010
Grade 7 - Year 1 Year 2	93,741 96,546
Grade 8 - Year 1 Year 2	100,562 103,764
Grade 9 - Year 1 Year 2	106,854 109,856
Grade 10 - Year 1 Year 2	114,349 117,750
Grade 11 - Year 1 Year 2	123,587 128,828
Grade 12 - Year 1 Year 2	136,897 142,928
DPWS Technical Staff (A)	
General Scale 1 or 16 years	30,267
General Scale 2 or 17 years	34,346
General Scale 3 or 18 years	36,508
General Scale 4 or 20 years	41,366
General Scale 5 or 21 years	44,153
General Scale 6	47,585
General Scale 7	48,887
General Scale 8	50,949
General Scale 9	51,876
General Scale 10	53,167
General Scale 11	55,132
General Scale 12	57,130
General Scale 13	59,236
General Scale 14	60,978
Grade I - Year 1 Year 2 Year 3 Year 4 Year 5	63,686 65,476 67,281 68,586 70,606
Grade II - Year 1 Year 2 Year 3 Year 4	74,229 75,735 77,074 78,722
Grade III - Year 1	84,102
DPWS Senior Technical (A) -	
Senior I - Year 1 Year 2 Year 3	82,484 84,102 86,693

Senior II -	
Year 1	89,275
Year 2	91,827
Senior III -	
Year 1	95,613
Senior Officer -	
Grade 1 -	
Year 1	159,655
Year 2	171,885
Grade 2 -	
Year 1	174,761
Year 2	186,951
Grade 3 -	
Year 1	193,144
Year 2	211,830

Crown Employees (Department of Finance, Services and Innovation- Waste Assets Management Corporation) Salaried Staff Award 2012

WAMC OFFICER

Grade	Year	Per annum 1.7.17 2.50% \$
WAMC Officer General Scale	1	36,671
WAMC Officer General Scale	2	44,356
WAMC Officer General Scale	3	47,804
WAMC Officer General Scale	4	49,111
WAMC Officer General Scale	5	51,191
WAMC Officer General Scale	6	52,118
WAMC Officer General Scale	7	53,410
WAMC Officer General Scale	8	55,385
WAMC Officer General Scale	9	57,391
WAMC Officer General Scale	10	59,510
WAMC Officer Grade 1	1	62,788
	2	64,636
WAMC Officer Grade 2	1	66,436
	2	68,260
WAMC Officer Grade 3	1	70,195
	2	72,310
WAMC Officer Grade 4	1	74,570
	2	80,571
WAMC Officer Grade 5	1	82,864
	2	85,476
WAMC Officer Grade 6	1	88,825
	2	91,432
WAMC Officer Grade 7	1	94,170
	2	96,983
WAMC Officer Grade 8	1	101,025
	2	104,236
WAMC Officer Grade 9	1	107,346
	2	110,360
WAMC Officer Grade 10	1	114,870
	2	118,291
WAMC Officer Grade 11	1	124,154
	2	129,419

WAMC Officer Grade 12	1	137,523
	2	143,581

WAMC SENIOR OFFICER

Grade	Year	Per annum 1.7.17 \$
WAMC Senior Officer Grade 1	1	160,662
	2	173,114
WAMC Senior Officer Grade 2	1	176,043
	2	188,454
WAMC Senior Officer Grade 3	1	194,762
	2	213,793

Crown Employees (Department of Industry, Skills and Regional Development) Food Safety Officers Award

Food Safety Officers		
Classification and Grades	Common Salary Points	Per annum 1.7.17 2.50% \$
Grade 1, Year 1	-	62,564
Year 2	-	64,355
Year 3	55	67,031
Grade 2, Year 1	-	71,080
Year 2	-	77,297
Year 3	82	87,225
Grade 3, Year 1	-	93,853
Year 2	-	97,218
Year 3	98	102,359
Grade 4, Year 1	-	106,887
Year 2	-	110,583
Year 3	111	116,157
Grade 5, Year 1	116	121,917
Year 2	120	127,085
Grade 6, Year 1	126	135,045
Year 2	130	140,996

Crown Employees (General Assistants in Schools - Department of Education) Award

General Assistants in Schools - Department of Education and Training		
Classification and Grades	Common Salary Points	1.7.17 Per annum 2.50% \$
Full-time Permanent - Junior	-	
On employment		33,474
After 12 months or at 20 years	-	43,037
Adult		
Year 1	19	47,820
Year 2	20	48,225
Year 3	22	49,139
Year 4	23	50,265
Year 5	25	51,177

Part-time Permanent (up to 35.5 hpw)		1.7.17 Per hour 2.50% \$
Junior On employment After 12 months or at 20 years		18.57 23.87
Adult Full-time (38 hpw) Temporary - Unloaded Junior On employment After 12 months or at 20 years Adult		27.27 16.90 21.71 24.10
Full-time Temporary - Loaded Junior On employment After 12 months or at 20 years Adult		18.30 23.49 26.16
Part-time Temporary (up to 35.5 hpw) Unloaded Junior On employment After 12 months or at 20 years Adult		18.57 23.87 27.27
Loaded Junior On employment After 12 months or at 20 years Adult		20.13 25.87 29.52

Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Justice - Corrective Services NSW) Award 2009

Rank	Annualised Salary from the first full pay period on or after 1.7.2017 2.50% \$
General Manager	188,902
Superintendent	173,331
Manager Security	159,365
Deputy Superintendent	148,463

Crown Employees (General Staff - Salaries) Award 2007

General Staff - Salaries		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Corrective Services NSW Canteen Worker	9	40,805
Community Liaison Officer/Aboriginal Community Liaison Officer, Department of Education and Training (DET)	57	66,591
Year 1		68,926
Year 2		71,008
Year 3		73,224
Year 4		75,476

Farm Foreman, DET		
Grade A		
1st year	39	57,962
2nd year	41	59,097
3rd year	43	60,151
Grade B		
1st year	45	61,187
2nd year	47	62,305
3rd year	51	64,583
House Officer, DET		
1st year	34	55,342
2nd year	36	56,358
3rd year	39	57,962
Maintenance Officer, DET		
1st year	24	50,759
2nd - 7th year	25	51,177
8th year	26	51,592
Photographic Assistant, DET		
1st year	22	49,139
2nd year	23	50,265
3rd year	25	51,177
4th year	26	51,592
Matrons and Sub-Matrons, DET		
Matron		
1st year	45	61,187
Thereafter	46	61,658
Sub-Matron		
1st year	39	57,962
Thereafter	40	58,440
Storeman/Attendant, Hurlstone/Yanco Agricultural High School, DET		
1st year	17	46,945
2nd year	18	47,407
3rd year and 4th year	20	48,225
5th year	22	49,139
Technical Assistant (Art, Ceramics, TV Studio)		
Years 1 - 3	32	54,387
Years 4 - 6	34	55,342
Year 7	35	55,790
Assistant, Dept of Infrastructure Planning and Natural Resources (DIPNR)		
Junior - under 17 (50% of Grade 1, Yr 1)		23,703
Aged 17 (60% of Grade 1, Yr 1)		28,444
Aged 18 (70% of Grade 1, Yr 1)		33,184
Aged 19 (80% of Grade 1, Yr 1)		37,925
Aged 20 (90% of Grade 1, Yr 1)		42,667
Grade 1		
1st year	18	47,407
2nd year	22	49,139
3rd year	25	51,177
4th year	29	52,986
5th year	32	54,387
Grade 2		
1st year	34	55,342
2nd year	36	56,358
3rd year	37	56,897
4th year	39	57,962
Grade 3		
1st year	46	61,658
2nd year	52	65,240

Field Services Staff, DIPNR Field Supervisor		
1st year	48	62,822
2nd year	51	64,583
3rd year	53	65,798
4th year	55	67,031
5th year	58	68,929
Field Service Manager, Years 1-3 only Other locations (not specified)		
1st year	66	74,712
2nd year	67	75,476
3rd year	69	76,901
Specific locations Years 1-4 (Bathurst, Cooma, Glennies Creek, Gosford, Goulburn, Henty, Inverell, Lithgow, Manilla (f.s.), Moss Vale, Nowra, Newcastle, Parkes, Cowra RC, Parramatta, Penrith, Scone, Singleton, Wellington, Braidwood (cons), Murwillumbah, Coffs Harbour, Kempsey, Grafton, Queanbeyan, Gunnedah RC. 4th year	75	81,369
Regional Field Services Manager	83	88,076
Overseers, DIPNR		
Grade 1 (ex Dept of Water Resources only)	60	70,297
Grade II	61	71,008
Grade III	65	73,840
Grade IV	73	79,922
Grade V	77	82,969
Plant Managers, DIPNR		
Grade 1 (Workshop Supervisors, Goulburn, Inverell, Scone & Wagga Wagga Grade 2 (Workshop Manager, Wellington & Fleet Managers, Tamworth & Wagga Wagga)	65	73,840
Year 1	69	76,901
Year 2	70	77,660
Assistant Education Officers, Powerhouse Museum	43	60,151
	47	62,305
House Officer, Powerhouse Museum	43	60,151
	44	60,598
Museum Officer, Powerhouse Museum	18	47,407
	19	47,820
	20	48,225
	21	48,684
	23	50,265
Photographer		
Grade 1 - Years 1-3 (various agencies)		
1st year	39	57,962
2nd year	41	59,097
3rd year	43	60,151
Grade 2*		
1st year	49	63,469
2nd year	51	64,583
*Progression from Photographer Grade 1 to Photographer Grade 2 (see Sch A of award)		
Photographers Grade 3** Years 1-3		
1st year	63	72,520
2nd year	65	73,840
3rd year	69	76,901
**Grade 3 requirements in Sch A of award		
Photographic Assistant	22	49,139
	23	50,265
	25	51,177
	26	51,592

Preparator, Powerhouse Museum		
Grade I - Years 1-3	45	61,187
	48	62,822
	51	64,583
Grade II - Years 1-2	55	67,031
	59	69,650
Senior Preparator, Powerhouse Museum	63	72,520
	65	73,840
Stores Officer, Powerhouse Museum		
Grade 1	31	53,865
	33	54,827
Grade 2	34	55,342
	35	55,790
Grade 3	36	56,358
	37	56,897
Grade 4	39	57,962
	41	59,097
Transport Officer, Powerhouse Museum	47	62,305
	49	63,469
Field Assistant, Dept of Mineral Resources		
Year 1	26	51,592
Year 2	28	52,447
Year 3	31	53,865
Year 4	32	54,387
Year 5	34	55,342
Regional Mining Officer, Dept of Mineral Resources	58	68,929
	61	71,008
	64	73,224
	67	75,476
Regional Mining Officer, Lightning Ridge, Dept of Mineral Resources	75	81,369
	79	84,606
	82	87,225
	85	89,781
Craftsman/Framer, Art Gallery	32	54,387
Gallery Services Officer, Art Gallery	18	47,407
	20	48,225
Supervisor, Gallery Services Officers, Art Gallery	23	50,265
Senior Gallery Services Officer	43	60,151
	45	61,187
	47	62,305
	49	63,469
Installation Officer, Art Gallery	26	51,592
	29	52,986
	32	54,387
Senior Installation Officer, Art Gallery	32	54,387
	35	55,790
Display Technician, Art Gallery		
Grade 1	45	61,187
	48	62,822
	51	64,583
Grade 2	55	67,031
	59	69,650
Senior Display Technician	63	72,520
	65	73,840
Bar Manager, Police Academy	34	55,342
Building Manager, NSW Police	60	70,297
	61	71,008
	63	72,520

Driving Instructor, NSW Police College	68	76,028	
	69	76,901	
	72	79,103	
General Assistant, NSW Police College	19	47,820	
	20	48,225	
	22	49,139	
	23	50,265	
	25	51,177	
Groom, Mounted Police	16	45,792	
	18	47,407	
Maintenance Attendant, Goulburn Police College	22	49,139	
Senior Basement Attendant, Police Headquarters	29	52,986	
	31	53,865	
	32	54,387	
	34	55,342	
Storeman/Attendant, Police Headquarters	17	46,945	
Uniform Fitter and Advisory Officer, NSW Police	37	56,897	
Police Armourer			
Year 1	51	64,583	
Year 2	55	67,031	
Year 3	58	68,929	
Year 4	59	69,650	
General Assistant, State Library	23	50,265	
Photographic Operator, State Library	23	50,265	
	26	51,592	
Museum Assistant, Historic Houses Trust Grade 1 Years 1 to 4	20	48,225	
	21	48,684	
	25	51,177	
	27	52,007	
	Grade 2, Years 1 to 5	30	53,439
		31	53,865
		34	55,342
		35	55,790
		36	56,358
	Museum Guide, Historic Houses Trust Years 1 to 6	28	52,447
30		53,439	
32		54,387	
34		55,342	
36		56,358	
Chief Guide, Historic Houses Trust	48	62,822	
	51	64,583	
Entrance Attendant, Royal Botanic Gardens	30	53,439	
Herbarium Assistants, Royal Botanic Gardens Grade 1	18	47,407	
	22	49,139	
	25	51,177	
	29	52,986	
	32	54,387	
	Grade 2	34	55,342
		36	56,358
		37	56,897
		39	57,962
	Centre Supervisor, State Sports Centre	37 (+10% all purpose allow.)	56,897
Centre Supervisor, State Sports Centre	40	58,440	

Events Technical Officer, State Sports Centre	58	68,929
Maintenance Officer, State Sports Centre	55	67,031
Facilities Manager, State Sports Centre	111	116,157
Assistant Facilities Manager, State Sports Centre	67	75,476
General Assistant, WorkCover	19	47,820
	20	48,225
	22	49,139
	23	50,265
	25	51,177
Day Attendant, Australian Museum	18	47,407
	19	47,820
	20	48,225
	21	48,684
	23	50,265
Preparator Australian Museum Assistant Preparator (55)	29	52,986
	34	55,342
	39	57,962
	43	60,151
Cadet Preparator (56)	21	48,684
	25	51,177
Chief Preparator	82	87,225
	84	88,851
Preparator (57) Grade I	46	61,658
	49	63,469
	52	65,240
Grade II	56	67,659
	60	70,297
Senior Preparator	63	72,520
	65	73,840
Cleaner/Messenger/Courtkeeper - Sheriff's Office, Attorney-General's Dept	30	53,439
Courtkeeper and Cleaner, Darlinghurst, Attorney-General's Dept	27	52,007
Courtkeeper/Cleaner and Messenger Bathurst, Attorney-General's Dept	25	51,177
Courtkeeper/Cleaner and Messenger	25	51,177
Queanbeyan, (Local Court), Attorney-General's Dept Security Attendant, Attorney-General's Dept (formerly Assistant Service Officer)	17	46,945
	18	47,407
	20	48,225
	22	49,139
Basement Attendant, Attorney-General's Dept (formerly Assistant Service Officer)	23	50,265
Property Inspector, Public Trust Office	64	73,224
	67	75,476
	69	76,901
	73	79,922

Crown Employees Sydney Living Museums (Gardens - Horticulture and Trades Employees) Award 2016

Classification and Grades	1.7.17 Per annum 2.50% \$
Horticultural/Trades Officer	
Level One	45,269
Level Two Year 1	50,265
Level Two Year thereafter	51,592

Level Three Year 1	53,439
Level Three Year thereafter	55,342
Level Four Year 1	57,369
Level Four Year thereafter	59,097
Level Five Year 1	61,187
Level Five Year thereafter	62,822
Level Six Year 1	64,583
Level Six Year thereafter	66,373
Level Seven Year 1	68,256
Level Seven Year thereafter	70,297
Level Eight Year 1	72,520
Level Eight Year thereafter	75,476
Level Nine Year 1	78,435
Level Nine Year thereafter	81,369
Level Ten Year 1	83,935
Level Ten Year thereafter	86,293
Level Eleven Year 1	93,401
Level Eleven Year thereafter	99,204

Crown Employees (Interpreters and Translators, Multicultural NSW) Award

Table 1 - Rates of Pay

Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50%
Interpreting/Translating Officer		
Year 1	49	63,469
Year 2	56	67,659
Year 3	63	72,520
Interpreter/Translator		
Year 1	56	67,659
Year 2	63	72,520
Year 3	70	77,660
Year 4	76	82,265
Year 5	81	86,293
Senior Interpreter/Translator		
Year 1	84	88,851
Year 2	87	91,559
Year 3	91	95,235

Table 2 - Casual Rates of Pay

Casual Interpreter	1.7.17
Year 1	
Base Hourly Rate (Unloaded)	37.03
Hourly Rate (Base + 20% + 34.5%)	57.23
Base Overtime Rate (Base + 34.5%)	49.83
Year 2	
Base Hourly Rate (Unloaded)	39.72
Hourly Rate (Base + 20% + 34.5%)	61.36
Base Overtime Rate (Base + 34.5%)	53.42
Year 3	
Base Hourly Rate (Unloaded)	42.53
Hourly Rate (Base + 20% + 34.5%)	65.67
Base Overtime Rate (Base + 34.5%)	57.20

Year 4	
Base Hourly Rate (Unloaded)	45.05
Hourly Rate (Base + 20% + 34.5%)	69.60
Base Overtime Rate (Base + 34.5%)	60.59
Year 5	
Base Hourly Rate (Unloaded)	47.23
Hourly Rate (Base + 20% + 34.5%)	72.98
Base Overtime Rate (Base + 34.5%)	63.53
Casual Translator	
Year 1	
Standard Document Translation	28.61
Non Standard Document Translation	
First 200 words or part thereof	57.23
Then 100 words thereafter or part thereof	28.61
Editing	
First 200 words or part thereof	42.93
Then 100 words thereafter or part thereof	21.46
Proof Reading	
First 200 words or part thereof	28.61
Then 100 words thereafter or part thereof	14.30
Checking	
First 200 words or part thereof	42.93
Then 100 words thereafter or part thereof	21.46
Year 2	
Standard Document Translation	30.68
Non Standard Document Translation	
First 200 words or part thereof	61.36
Then 100 words thereafter or part thereof	30.68
Editing	
First 200 words or part thereof	46.03
Then 100 words thereafter or part thereof	23.00
Proof Reading	
First 200 words or part thereof	30.68
Then 100 words thereafter or part thereof	15.33
Checking	
First 200 words or part thereof	46.03
Then 100 words thereafter or part thereof	23.00
Year 3	
Standard Document Translation	32.85
Non Standard Document Translation	
First 200 words or part thereof	65.67
Then 100 words thereafter or part thereof	32.85
Editing	
First 200 words or part thereof	49.26
Then 100 words thereafter or part thereof	24.64
Proof Reading	
First 200 words or part thereof	32.85
Then 100 words thereafter or part thereof	16.43
Checking	
First 200 words or part thereof	49.26
Then 100 words thereafter or part thereof	24.64
Year 4	
Standard Document Translation	34.81
Non Standard Document Translation	
First 200 words or part thereof	69.60
Then 100 words thereafter or part thereof	34.81

Editing First 200 words or part thereof Then 100 words thereafter or part thereof	52.19 26.11
Proof Reading First 200 words or part thereof Then 100 words thereafter or part thereof	34.81 17.39
Checking First 200 words or part thereof Then 100 words thereafter or part thereof	52.19 26.11
Year 5	
Standard Document Translation	36.53
Non Standard Document Translation First 200 words or part thereof Then 100 words thereafter or part thereof	72.97 36.53
Editing First 200 words or part thereof Then 100 words thereafter or part thereof	54.76 27.37
Proof Reading First 200 words or part thereof Then 100 words thereafter or part thereof	36.53 18.26
Checking First 200 words or part thereof Then 100 words thereafter or part thereof	54.76 27.37

Crown Employees (Jenolan Caves Reserve Trust) Salaries Award 2016

Jenolan Caves Reserve Trust Officers	
Classification and Grades	1.7.17 Per annum 2.50% \$
Administration Officer	57,729
Administration Officer (Special)	59,829
Business Development Manager	108,374
Caretaker Jenolan Cottages	55,543
Manager Caving Operations	87,225
Director	157,763
Guide - Grade 1	55,543
Guide - Grade 2	57,729
Maintenance Officer	52,376
Karst Resources Officer	83,338
Senior Finance Officer	92,466
Guide - Grade 3	62,030
System Administrator/Finance Officer	83,338
Team Leader - Electrical	72,210
Team Leader - Maintenance	72,210
Trades Officer	59,829
Trades Officer - Electrical (W/ends)	68,119
Visitor Services Officer (Tickers - PT)*	55,543
*Visitor Services Officer part-time works four days per week. Base rate is 80 per cent of Level 1A base rate	

Crown Employees - Legal Officers (Crown Solicitors Office, Legal Aid Commission Staff Agency, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Reviewed Award 2016

Legal Officers		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Legal Officers		
Grade I		
1st year of service	51	64,583
2nd year of service	55	67,031
3rd year of service	58	68,929
4th year of service	61	71,008
5th year of service	65	73,840
Grade II		
1st year of service	73	79,922
2nd year of service	78	83,935
3rd year of service	84	88,851
4th year of service	89	93,401
5th year of service	93	97,126
Grade III		
1st year of service	98	102,359
2nd year of service	101	105,409
3rd year of service	105	109,475
Grade IV		
1st year of service	112	117,291
2nd year of service	114	119,548
Grade V		
1st year of service	119	125,714
2nd year of service	121	128,178
Grade VI		
1st year of service	126	135,045
2nd year of service	128	137,891

Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award

Classification and Grades	Salary Point	1.7.17 Per annum 2.50% \$
Librarians and Archivists		
Grade 1		
Year 1	46	61,658
Year 2	52	65,240
Year 3	58	68,929
Year 4	64	73,224
Year 5	69	76,901
Year 6	74	80,557
Grade 2		
Year 1	78	83,935
Year 2	82	87,225
Year 3	87	91,559
Year 4	91	95,235

Grade 3		
Year 1	96	100,243
Year 2	99	103,341
Year 3	103	107,398
Year 4	107	111,689
Grade 4		
Year 1	110	115,033
Year 2	113	118,419
Year 3	116	121,917
Year 4	119	125,714
Grade 5		
Year 1	122	129,263
Year 2	125	133,595
Year 3	128	137,891
Year 4	-	142,570
Library Assistant		
Year 1	20	48,225
Year 2	25	51,177
Year 3	32	54,387
Year 4	40	58,440
Year 5	44	60,598
Library Technician		
Grade 1		
Year 1	46	61,658
Year 2	52	65,240
Year 3	58	68,929
Year 4	64	73,224
Grade 2		
Year 1	75	81,369
Year 2	78	83,935
Year 3	82	87,225
Year 4	87	91,559

Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award

Classification	Grade	Year	1.7.17 Per annum 2.50% \$
LHI Officer	1	1	52,360
		2	54,694
		3	56,048
LHI Officer	2	1	57,540
		2	58,111
		3	60,627
LHI Officer	3	1	61,643
		2	63,377
		3	65,475
LHI Officer	4	1	67,377
		2	70,576
		3	73,278
LHI Officer	5	1	74,836
		2	76,975
		3	81,441

LHI Officer	5A	1	81,442
		2	83,830
		3	94,027
		4	97,830
		5	100,853
		6	104,197
LHI Officer	6	1	83,830
		2	94,027
		3	97,830
LHI Officer	7	1	100,853
		2	104,197
		3	110,859
LHI Officer	8	1	114,074
		2	119,593
		3	124,547
LHI Senior Officer	1	1	137,681
		2	143,631

Crown Employees (NSW Department of Family and Community Services - Community Services Division) After Hours Service Award 2016

After Hour Service	
	1.7.17 Per annum 2.50% \$
Monday 5.00 pm to Saturday 9.00 am	101.83
Saturday 9.00 am to Sunday 9.00 am	152.75
Sunday 9.00 am to Monday 9.00 am	152.75
Public Holiday	152.75
Other Rates and Allowances Disturbance Rate	30.51

Crown Employees (NSW Department of Finance and Services - Graphic Service Operators) Award

Classification	Common Salary Point	1.7.17 Per annum 2.50% \$
Graphic Service Operator Class 2		
Commencing Salary	46	61,658
After completion of stage 1 training	49	63,469
After completion of stage 2 training	52	65,240
After completion of stage 3 training	55	67,031
Graphic Service Operator Class 1		
Commencing Salary	58	68,929
After completion of stage 1 training	61	71,008
After completion of stage 2 training	64	73,224
After completion of stage 3 training	67	75,476
After completion of stage 4 training	75	81,369
After completion of stage 5 training	78	83,935
Graphic Services Operator - Shift Supervisor		
Commencement salary	88	92,470
Year 2	91	95,235
Year 3	95	99,204
Year 4	98	102,359

Crown Employees (NSW Department of Justice) Casino Inspectors Transferred from Department of Gaming and Racing Award

Casino Inspectors		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Preliminary Training Rates - Inspectors		
Inspector - 1st Year of Service	64	73,224
Inspector - 2nd Year of Service	67	75,476
Inspector - 3rd Year of Service	75	81,369
Thereafter	78	83,935
Salary Rates - Inspectors		
Inspector - 1st Year of Service		95,194
Inspector - 2nd Year of Service		98,116
Inspector - 3rd Year of Service		105,780
Thereafter		109,116
Preliminary Training Rates - Supervising Inspectors		
Supervising Inspector - 1st year of Service	88	92,470
Supervising Inspector - 2nd year of Service	91	95,235
Supervising Inspector - 3rd year of Service	95	99,204
Thereafter	98	102,359
Salary Rates - Supervising Inspector		
Supervising Inspector - 1st year of Service	-	120,212
Supervising Inspector - 2nd year of Service	-	123,806
Supervising Inspector - 3rd year of Service	-	128,967
Thereafter	-	133,066

Crown Employees (Department of Industry, Skills and Regional Development) Domestic Services Officers Award

Domestic Services Officers		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Domestic Services Officers (A) Full Time (Old Classifications)		
Level 1 Porter, Pantry Person, Store Person, Useful, Steward, House Person, Kitchen Person, Boiler Attendant, Fourth cook, General Services Officer Grade 1	17	46,945
Level 2 Cook 1, 2 and 3, Butcher, Kitchen Supervisor, General Services Officer Grade 2, General Services Officer Grade 3, Security Officer Grade 1	23	50,265
Level 3 Security Officer Grade 2, Assistant House Supervisor Supervisor, Security Officer Grade 3	31	53,865
Level 4 House Supervisor	44	60,598
Level 5 Manager Catering and Accommodation	70	77,660

Apprentice Cook (Per week)		
1st Year	-	498.06
2nd Year	-	657.44
3rd Year	-	813.16
4th Year	-	951.76
Other Rates and Allowances		
Qualification		
Commercial Cookery Trade Course Stage I (per annum)		874.01
Qualification		
Commercial Cookery Trade Course Stage II and III (per annum)		1,754
Broken Shift (per day)	-	14.76

Crown Employees (NSW Department of Justice) Exhibition Project Managers and Officers) Australian Museum Award

Exhibition Project Managers and Project Officers Australian Museum		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Exhibition Project Officer		
Skill Level 1	46	61,658
Skill Level 2	52	65,240
Skill Level 3	58	68,929
Skill Level 4	64	73,224
Skill Level 5	67	75,476
Skill Level 6	78	83,935
Skill Level 7	83	88,076
Skill Level 8	88	92,470
Exhibition Project Manager		
Year 1	95	99,204
Year 2	98	102,359
Year 3	102	106,418

Crown Employees (Department of Industry, Skills and Regional Development) Fisheries Employees Award

Fisheries Staff		
Administrative and Clerical Officers	Common Salary Point	1.7.17 Per annum 2.50% \$
General Scale		
Year 1	9	40,805
Year 2	17	46,945
Year 3	25	51,177
Year 4	32	54,387
Year 5	40	58,440
Clerical Officers - Grade 1/2		
Year 1	9	40,805
Year 2	17	46,945
Year 3	25	51,177
Year 4	32	54,387
Year 5	40	58,440
Fisheries Officers - Grade 1		
Year 1	52	65,240
Grade 2		
Year 1	58	68,929
Year 2	64	73,224

Grade 3		
Year 1	64	73,224
Year 2	67	75,476
District Fisheries Officer		
Year 1	78	83,935
Year 2	85	89,781
Supervising Fisheries Officer		
Year 1	101	105,409
Year 2	104	108,373
Clause 4 (i)(a) Fisheries Officers receive a salary loading of 13.7%		
Fisheries Scientific Technicians		
Grade 1		
Year 1	-	45,065
Year 2	-	48,094
Year 3	-	49,929
Year 4	-	52,845
Year 5	-	55,805
Year 6	-	58,759
Grade 2		
Year 1	-	61,124
Year 2	-	64,337
Year 3	-	67,557
Grade 3		
Year 1	-	70,772
Year 2	-	74,417
Year 3	-	80,255
Grade 4		
Year 1	-	81,709
Year 2	-	84,176
Year 3	-	86,684
Grade 5		
Year 1	-	89,862
Year 2	-	93,080
Year 3	-	96,784
Fisheries Maintenance Technician		
Grade 1		
Year 1	-	45,065
Year 2	-	48,094
Year 3	-	51,177
Year 4	-	54,166
Year 5	-	57,200
Year 6	-	60,228
Grade 2		
Year 1	-	62,652
Year 2	-	65,945
Year 3	-	69,246
Grade 3		
Year 1	-	72,541
Year 2	-	76,277
Year 3	-	82,261
Grade 4		
Year 1	-	83,752
Year 2	-	86,280
Year 3	-	88,851
Grade 5		
Year 1	-	92,109
Year 2	-	95,407
Year 3	-	99,204

Fish Hatchery Staff		
Assistant Manager		
Year 1	-	62,652
Year 2	-	65,945
Year 3	-	69,248
Manager		
Year 1	-	72,541
Year 2	-	76,277
Year 3	-	82,265
Clause 4 (i)(c) Fish Hatchery Staff receive a salary loading of 11.05%		
Senior Manager		
Year 1	-	146,501
Year 2	-	160,651
Other Rates and Allowances		
Brief Description		
Regional Dive Coordinator		2,090
Regional Dive Officer		1,466

Crown Employees (Department of Industry, Skills and Regional Development) Geoscientists Award

Geoscientists		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Geoscientists		
Grade I		
1st year of service	47	62,305
2nd year of service	51	64,583
3rd year of service	57	68,256
4th year of service	64	73,224
5th year of service	71	78,435
6th year of service and thereafter	77	82,969
Grade II		
1st year of service	82	87,225
2nd year of service	85	89,781
3rd year of service	89	93,401
4th year of service and thereafter	94	98,170
Senior		
1st year of service	97	101,252
2nd year of service	99	103,341
3rd year of service	102	106,418
4th year of service and thereafter	105	109,475
Principal		
1st year of service	111	116,157
2nd year of service and thereafter	114	119,548
Assistant Director, Geological Survey		
1st year of service	119	125,714
2nd year of service	124	132,140
3rd year of service and thereafter	128	137,891

Crown Employees (Department of Industry, Skills and Regional Development) Land Information Officers Award

Land Information Officers	Common Salary Point	1.7.17 Per annum 2.50% \$
Classification and Grades		
Land Information Officer Level 1		
Year 1	20	48,225
Year 2	27	52,007
Year 3	36	56,358
Year 4	46	61,658
Land Information Officer Level 2		
Year 1	52	65,240
Year 2	57	68,256
Year 3	62	71,677
Land Information Officer Level 3		
Year 1	67	75,476
Year 2	71	78,435
Year 3	75	81,369
Year 4	78	83,935
Land Information Officer Level 4		
Year 1	82	87,225
Year 2	85	89,781
Year 3	88	92,470
Land Information Officer Level 5		
Year 1	91	95,235
Year 2	94	98,170
Year 3	98	102,359
Land Information Officer Level 6		
Year 1	101	105,409
Year 2	105	109,475
Year 3	108	112,797
Year 4	111	116,157
Land Information Officer Level 7		
Year 1	116	121,917
Year 2	120	127,085
Year 3	126	135,045
Year 4	130	140,996

Crown Employees (Department of Industry, Skills and Regional Development) Local Coordinator Allowance Award

	1.7.17 Per annum 2.50% \$
Staff Administered by Local Office Coordinator	
Full Allowance -	
Up to three staff	2,426
Up to six staff	3,636
Up to ten staff	4,850
More than ten staff	7,276
Partial Allowance -	
Up to three staff	1,212
Up to six staff	1,817
Up to ten staff	2,426
More than ten staff	3,638

Crown Employees (Department of Industry, Skills and Regional Development) Mine Safety and Environment Officers Award

Classification and Grades	Classification and Grade	Common Salary Point	1.7.17 Per annum 2.50% \$
Inspector Grade 1 Mine Safety Officer Inspector (Information and Analysis) Inspector (Mining) Inspector (Environment)	Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 Level 9	50 57 63 69 75 80 92 102 112	64,086 68,256 72,520 76,901 81,369 85,525 96,116 106,418 117,291
Inspector Grade 2 - Inspector (Review, Enforcement and Systems) Inspector (Environment) Inspector (Mining) Mine Safety Officer	Level 1 Level 2 Level 3 Level 4 Level 5 Level 6	- - - - - -	133,539 138,027 142,417 145,999 150,857 154,568
Inspector Grade 3 - Inspector (Management and/or Systems) Inspector (Mining) Inspector (Environment)	Level 1 Level 2 Level 3 Level 4 Level 5		170,384 176,696 183,591 190,391 197,193
Inspector Grade 4- Regional Manager Grade 4 Assistant Director Deputy Chief Inspector Grade 4	Level 1 Level 2		199,863 207,269

Crown Employees (Department of Industry, Skills and Regional Development) Operational Staff Award

Operational Staff		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Junior Under 17 at 17 years	- -	34,830 42,292
Grade 1 Step 1 Step 2 Step 3 Step 4	- 26 29 33	49,752 51,592 52,986 54,827
Grade 2 Step 1 Step 2 Step 3 Step 4	36 39 43 46	56,358 57,962 60,151 61,658

Grade 3		
Step 1	46	61,658
Step 2	50	64,086
Step 3	53	65,798
Grade 4		
Step 1	56	67,659
Step 2	60	70,297
Step 3	63	72,520
Grade 5		
Step 1	63	72,520
Step 2	66	74,712
Step 3	70	77,660
Grade 6		
Step 1	73	79,922
Step 2	76	82,265
Step 3	80	85,525
Apprentices Full-time (Weekly Rate)		
Year 1	-	498.20
Year 2	-	657.50
Year 3	-	837.60
Year 4	-	951.80
Chokage, etc.(per day), allowance per day or part thereof	-	9.31
Maintenance Operator - Licence and Registration Allowances (Per annum)		
Electricians Licence A Grade	-	2,591
B Grade	-	1,393
Registration Allowance	-	1,950
(a) Plumber's Licence	-	2,561
(b) Gasfitter's Licence	-	2,561
(c) Drainer's Licence	-	2,210
(d) Plumber's/Gasfitter's Licence	-	3,417
(e) Gasfitter's/Drainer's Licence	-	3,417
(f) Plumber's/Drainer's Licence	-	3,417
(g) Plumber's/Gasfitter's/Drainer's Licence	-	4,717
Leading Hand Allowance	-	2,259
Broken Shift (per day)	-	14.38
Occupational First Aid Per week)	-	25.56
First Aid Allowance (per week)	-	17.16
Refrigeration Allowance (per annum)	-	683.93

Crown Employees (NSW Department of Justice) Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award

Casual Guide Lecturers - Museum of Applied Arts and Sciences	
Classification	1.7.17 Per hour 2.0% \$
Casual Guide Lecturer	45.63

Crown Employees (Department of Industry, Skills and Regional Development) Professional Officers Award

Professional Officers		
Classification and Grades	Salary Class	1.7.17 Per annum 2.50% \$
Grade 1		
Year 1	46	61,658
Year 2	50	64,086
Year 3	56	67,659
Year 4	64	73,224
Year 5	70	77,660
Year 6	76	82,265
Grade 2		
Year 1	81	86,293
Year 2	84	88,851
Year 3	87	91,559
Year 4	91	95,235
Grade 3		
Year 1	95	99,204
Year 2	98	102,359
Year 3	100	104,397
Year 4	103	107,398
Grade 4		
Year 1	107	111,689
Year 2	110	115,033
Year 3	113	118,419
Grade 5		
Year 1	116	121,917
Year 2	118	124,351
Grade 6		
Year 1	121	128,178
Year 2	124	132,140
Grade 7		
Year 1	127	136,461
Year 2	130	140,996
Grade 8		
Year 1	132	147,883
Year 2	133	155,335
Grade 9		
Year 1	134	163,195
Year 2	135	171,455
OIC Veterinary Laboratory Allowance		7,276

Crown Employees (Department of Industry, Skills and Regional Development) Regulatory Officers Award

Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Grade 1, Year 1	29	52,986
Grade 1, Year 2	33	54,827
Grade 1, Year 3	37	56,897

Grade 2, Year 1	42	59,561
Grade 2, Year 2	50	64,086
Grade 2, Year 3	56	67,659
Grade 3, Year 1	62	71,677
Grade 3, Year 2	70	77,660
Grade 3, Year 3	74	80,557
Grade 4, Year 1	78	83,935
Grade 4, Year 2	81	86,293
Grade 5, Year 1	85	89,781
Grade 5, Year 2	88	92,470
Grade 6, Year 1	95	99,204
Grade 6, Year 2	98	102,359
Grade 7, Year 1	100	104,397
Grade 7, Year 2	103	107,398
Grade 8, Year 1	107	111,689
Grade 8, Year 2	110	115,033
Grade 8, Year 3	113	118,419
Allowances		
One person crossing relief allowance	-	5,681
One person crossing telephone allowance	-	2,807

Crown Employees (NSW Department of Justice) State Library Security Staff Award

Security Staff - State Library	
Classification	1.7.17 Per annum 2.50% \$
1st year of service	64,562
2nd year of service	66,863
3rd year of service	68,759
4th year of service	70,829

Crown Employees (Department of Industry, Skills and Regional Development) Technical Staff Award

Technical Staff		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Technical Assistant - Junior		
Under 17	n/a	25,797
Age 17	n/a	30,955
Age 18	n/a	36,115
Age 19	n/a	41,277
Age 20	n/a	46,435
Grade 1		
1st Year	26	51,592
2nd Year	29	52,986
3rd Year and thereafter	33	54,827
Grade 2		
1st Year	36	56,358
2nd Year and thereafter	39	57,962
Grade 3		
1st Year	43	60,151
2nd Year and thereafter	46	61,658

Technical Officer - Grade 1 1st Year	46	61,658
2nd Year	50	64,086
3rd Year	53	65,798
4th Year and thereafter	56	67,659
Grade 2 1st Year	64	73,224
2nd Year	67	75,476
3rd Year	70	77,660
4th Year and thereafter	76	82,265
Grade 3 1st Year	81	86,293
2nd Year	84	88,851
3rd Year	87	91,559
4th Year and thereafter	91	95,235
Grade 4 1st Year	95	99,204
2nd Year	98	102,359
3rd Year	100	104,397
4th Year and thereafter	103	107,398
Grade 5 1st Year	107	111,689
2nd Year	110	115,033
3rd Year and thereafter	113	118,419
Technical Co-ordinator Allowance	-	2,770

Crown Employees (NSW Police Administrative Officers and Temporary Employees) Award 2009

Administrative Officer and Temporary Employee Classifications	
Classification and Grades	1.7.17 Per annum 2.50% \$
Armourer, Police 1st year of service	72,520
2nd year of service	73,840
3rd year of service	75,476
4th year of service and thereafter	76,901
Senior Armourer, Police 1st year of service	80,557
2nd year of service	82,265
3rd year of service and thereafter	84,606
Administrative and Clerical Clerks General Scale Clerks General Scale step 1	29,855
Clerks General Scale step 2	33,880
Clerks General Scale step 3 - 1st year of service or 18 years	36,012
Clerks General Scale step 4 Minimum for: - employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age - employee with Higher School Certificate Qualification at 19 years of age	40,805
Clerks General Scale step 5 Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age - employee 20 years of age	43,557

Clerks General Scale step 6	46,945
Minimum for employee 21 years of age	
Clerks General Scale step 7	48,225
Clerks General Scale step 8	50,265
Clerks General Scale step 9	51,177
Clerks General Scale step 10	52,447
Clerks General Scale step 11	54,386
Clerks General Scale step 12	56,358
Clerks General Scale step 13	58,440
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No. 202 of 1979 shall be paid by way of allowance above step 13 of the General Scale	60,939
Grade 1	
1st year of service	61,658
Thereafter	63,469
Grade 2	
1st year of service	65,240
Thereafter	67,031
Grade 3	
1st year of service	68,929
Thereafter	71,008
Grade 4	
1st year of service	73,224
Thereafter	75,476
Grade 5	
1st year of service	81,369
Thereafter	83,935
Grade 6	
1st year of service	87,225
Thereafter	89,781
Grade 7	
1st year of service	92,470
Thereafter	95,235
Grade 8	
1st year of service	99,204
Thereafter	102,359
Grade 9	
1st year of service	105,409
Thereafter	108,373
Grade 10	
1st year of service	112,797
Thereafter	116,157
Grade 11	
1st year of service	121,917
Thereafter	127,085
Grade 12	
1st year of service	135,045
Thereafter	140,996
Bar Manager, Police College	
1st year of service	61,187
Thereafter	62,305
Building Manager (Sydney Police Centre)	
1st year of service	77,660
2nd year of service	78,435
PT Building Manager Allowance	1,420
Clerical Officer - translated to Administrative and Clerical Clerks classification - see Table 2 of the award	
Clinical Pharmacologist	153,072

Computer Systems Officer (CSO)	
CSO Level 1 - Non Graduate	
Year 1A	36,012
Year 1B	43,557
Year 1C	46,945
Year 1D	48,225
Year 1E	50,265
Year 1F	51,177
Year 2	54,386
Year 3	63,469
Year 4	67,031
CSO Level 1 - Graduate	
Year 1A (Any degree)	54,386
Year 1B (Degree - Computer Sciences)	56,358
Year 2	63,475
Year 3	67,031
CSO Level 2	
Year 1	71,008
Year 2	75,476
Year 3	83,935
CSO Level 3	
Year 1	87,225
Year 2	89,781
Year 3	92,470
Year 4	95,235
Year 5	99,204
Year 6	102,359
CSO Level 4	
Year 1	105,409
Year 2	108,373
Year 3	112,797
Year 4	116,157
CSO Level 5	
Year 1	121,917
Year 2	127,085
CSO Level 6	
Year 1	135,045
Year 2	140,996
Departmental Professional Officer	
Grade I -	
1st year of service	61,658
2nd year of service	64,086
3rd year of service	67,659
4th year of service	72,520
5th year of service	77,660
6th year of service and thereafter	82,265
Grade II -	
1st year of service	86,293
2nd year of service	88,851
3rd year of service	91,559
4th year of service and thereafter	95,235
Grade III -	
1st year of service	99,204
2nd year of service	102,359
3rd year of service	104,397
4th year of service and thereafter	108,373

Grade IV - 1st year of service 2nd year of service and thereafter	112,797 115,033
Grade V - 1st year of service 2nd year of service and thereafter	119,548 121,917
Grade VI - 1st year of service 2nd year of service and thereafter	125,714 128,178
Grade VII - 1st year of service 2nd year of service and thereafter	132,140 135,045
Grade VIII - 1st year of service 2nd year of service and thereafter	139,440 140,996
Director of Music (Police Band) 1st year 2nd year 3rd year 4th year 5th year and thereafter Loading 1st year 2nd year 3rd year 4th year 5th year and thereafter	83,935 86,293 88,851 91,559 94,327 8,394 8,629 8,885 9,156 9,433
Car Drivers Driver/General Assistant Departmental - Driver/Assistant Police Executive Driver/Assistant 1st year and thereafter All incidence of employment allowance Clothing Allowance \$600 per annum Driving Instructor 1st year 2nd year 3rd year and thereafter	54,827 57,962 57,928 53,603 76,028 76,901 79,103
Engineer	
Grade I Diplamate Experience Since Qualifying In first year After one year After two years After three years After four years After five years Grade I Graduate Experience Since Qualifying In first year After one year After two years After three years After four years Grade II 1st year of service 2nd year of service 3rd year of service 4th year of service and thereafter	61,658 64,086 67,659 72,520 77,660 82,265 64,086 67,659 72,520 77,660 82,265 87,225 90,585 93,401 96,116

Grade III	
1st year of service	101,252
2nd year of service	104,397
3rd year of service	108,373
4th year of service and thereafter	111,689
Grade IV	
1st year of service	117,291
2nd year of service	120,731
3rd year of service and thereafter	123,127
Grade V	
1st year of service	128,178
2nd year of service and thereafter	130,702
Grade VI	
1st year of service	133,595
2nd year of service and thereafter	136,461
General Assistant (NSW Police Academy)	
1st year	47,820
2nd year	48,225
3rd year	49,138
4th year	50,265
5th year and thereafter	51,177
Groom, Mounted Police	
1st year	45,792
2nd year and there after	47,407
Imaging Technician	
1st year	68,929
2nd year	71,008
3rd year	73,224
4th year and thereafter	75,476
Interpreters and Translators	
Interpreter/Translator	
Year 1	67,659
Year 2	72,520
Year 3	77,660
Year 4	82,265
Year 5	86,293
Senior Interpreter/Translator	
Year 1	88,851
Year 2	91,559
Year 3	95,235
Legal Officers	
Grade I	
1st year of service	64,583
2nd year of service	67,031
3rd year of service	68,929
4th year of service	71,008
5th year of service	73,840
Grade II	
1st year of service	79,922
2nd year of service	83,935
3rd year of service	88,851
4th year of service	93,401
5th year of service	97,126
Grade III	
1st year of service	102,359
2nd year of service	105,409
3rd year of service	109,475

Grade IV 1st year of service 2nd year of service	117,291 119,548
Grade V 1st year of service 2nd year of service	125,714 128,178
Grade VI 1st year of service 2nd year of service	135,045 137,891
Librarians and Archivists	
Grade 1 Year 1 Year 2 Year 3 Year 4 Year 5 Year 6	61,658 65,240 68,929 73,224 76,901 80,557
Grade 2 Year 1 Year 2 Year 3 Year 4 Grade 3 Year 1 Year 2 Year 3 Year 4 Grade 4 Year 1 Year 2 Year 3 Year 4 Grade 5 Year 1 Year 2 Year 3 Year 4	83,935 87,225 91,559 95,235 100,243 103,340 107,398 111,689 115,033 118,419 121,917 125,714 129,263 133,595 137,891 142,570
Library Assistant Year 1 Year 2 Year 3 Year 4 Year 5	48,225 51,177 54,386 58,440 60,598
Library Technician Grade 1 Year 1 Year 2 Year 3 Year 4 Grade 2 Year 1 Year 2 Year 3 Year 4	61,658 65,240 68,929 73,224 81,369 83,935 87,225 91,559
Maintenance Attendant, Police Academy	49,138
Maintenance Officer Trades	73,224

Manager Trades	
1st year	102,359
2nd year and there after	103,340
On call Allowance (per hour)	0.96
Assistant Manager Trades	
1st year	83,935
2nd year and there after	85,525
On call Allowance (per hour)	0.96
Pathology Exhibit Courier	56,358
Photogrammetrist	
General Scale	
1st year	36,012
2nd year	43,557
3rd year	46,945
4th year	48,225
5th year	50,265
6th year	51,177
7th year	52,447
8th year	54,386
9th year	56,358
10th year	58,440
11th year	61,658
12th year	63,469
13th year	65,240
14th year	67,031
Officer with HSC aged 19 and over paid not less than	40,805
Class 1	
1st year	68,929
2nd year	71,008
3rd year	73,224
4th year	75,476
Class 2	
1st year	81,369
2nd year	83,935
Class 3	
1st year	87,225
2nd year	89,781
Class 4	
1st year	92,470
2nd year	95,235
Class 5	
1st year	99,204
2nd year	102,359
Class 6	
1st year	105,409
2nd year	108,373
Class 7	
1st year	112,797
2nd year	116,157
Public Relations Officer	
Assistant Publicity Officers	
1st year of service	69,650
2nd year of service	71,677
Publicity Officers	
1st year of service	76,901
2nd year of service	79,103
3rd year of service and thereafter	80,557

Public Relations Officer Grade II 1st year of service 2nd year of service 3rd year of service and thereafter Grade I 1st year of service 2nd year of service 3rd year of service and thereafter Allowance in lieu of overtime (per annum)	91,559 93,401 95,235 107,398 109,475 111,689 13,555
Radio Technician, 1st year of service 2nd year of service 3rd year of service and thereafter	62,305 62,822 64,086
Radio Technician, Senior 1st year of service 2nd year of service and thereafter	68,256 68,929
Scientific Officer Grade I 1st year of service 2nd year of service 3rd year of service 4th year of service 5th year of service 6th year of service and thereafter Grade II 1st year of service 2nd year of service 3rd year of service 4th year of service and thereafter Grade III 1st year of service 2nd year of service 3rd year of service and thereafter Grade IV 1st year of service 2nd year of service 3rd year of service and thereafter Grade V 1st year of service 2nd year of service and thereafter Grade VI 1st year of service 2nd year of service	61,658 64,086 67,659 72,520 77,660 82,265 86,293 88,851 91,559 95,235 99,204 102,359 104,397 109,475 112,797 115,033 119,548 123,127 127,085 130,702
Senior Basement Attendant, Police Headquarters 1st year of service 2nd year of service 3rd year of service 4th year of service and thereafter	52,986 53,865 54,386 55,342
Senior Officers Grade 1 Year 1 Year 2 Grade 2 Year 1 Year 2 Grade 3 Year 1 Year 2	157,763 169,993 172,870 185,059 191,251 209,938

Stenographers and Machine Operators (Present Occupants Only)	
1st year (up to 17 years)	26,747
2nd year (or 17 years)	31,750
3rd year (or 18 years)	36,012
4th year (or 19 years)	40,805
5th year (or 20 years)	43,162
6th year (or 21 years)	47,820
7th year	49,138
8th year	50,759
9th year	54,827
10th year	55,790
11th year	57,369
12th year	58,440
Grade 1	
1st year	61,658
2nd year	63,469
Grade 2	
1st year	65,240
2nd year	67,031
Grade 3	
1st year	68,929
2nd year	71,008
Storeman Attendant	46,945
Stores Officers	
Grade 1	
1st year of service	53,865
2nd year of service and thereafter	54,827
Grade 2	
1st year of service	55,342
2nd year of service and thereafter	55,790
Grade 3	
1st year of service	56,358
2nd year of service and thereafter	56,897
Grade 4	
1st year of service	57,962
2nd year of service	59,097
3rd year of service and thereafter	59,097
Technical Officer	
Grade 1	
1st year of service	62,822
2nd year of service	64,583
3rd year of service	66,373
4th year of service	67,659
5th year of service	69,650
Grade 2	
1st year of service	73,224
2nd year of service	74,712
3rd year of service	76,028
4th year of service	77,660
Grade 3	
1st year of service and thereafter	82,969

Senior Technical Officer	
Grade 1	
1st year of service	81,369
2nd year of service	82,969
3rd year of service	85,525
Grade 2	
1st year of service	88,076
2nd year of service	90,585
Grade 3	94,327
Technical Officer, Maintenance Services	86,293
Technician	
Class 1	
1st year of service	58,440
2nd year of service	60,150
Class 2	
1st year of service	63,469
2nd year of service	65,240
Class 3	
1st year of service	68,929
2nd year of service	70,297
Class 4	
1st year of service	71,677
2nd year of service	72,520
Transport Officer	59,097
Transport Officer, Mechanical	
Year 1	68,929
Year 2	69,650
Year 3	70,297
Year 4	71,008
Uniform Fitter and Advisory Officer	56,897
Allowances	
On call allowances (per hour)	0.96
Community Language Allowance Scheme (per annum)	
Base level rate	1,379.00
Higher level rate	2,072.00
Flying Allowance (per hour)	20.76
First Aid Allowance (per annum)	
Holders of basic qualification	887.81
Holders of current occupational first aid certificate	1,334.00

Crown Employees (NSW Police Force Communications Officers) Award

Communications Officer - NSW Police Force		
Classifications	Common Salary Point	1.7.17 Per annum 2.50%
		\$
Communications Officer		
Trainee	35	55,790
1st year	40	58,440
2nd year	46	61,658
3rd year	49	63,469
4th year	55	67,031
5th year	58	68,929
Senior Communications Officer		
1st year	64	73,224
2nd year	67	75,476

Shift Co-ordinators		
1st year	75	81,369
2nd year	78	83,935
3rd year	82	87,225
4th year	85	89,781
Radio and Communications Operators		
4th year	52	65,240
5th year	55	67,031

Crown Employees (NSW Police Force Police Band) Award

Special Constables (Police Bands) NSW Police Force		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Bandsperson		
1st year of service	41	59,097
2nd year of service	43	60,151
3rd year of service	45	61,187
4th year of service	47	62,305
5th year of service	52	65,240
6th year of service and thereafter	54	66,373
Senior Special Constable	-	68,870
Allowance - Doubling		1,096

Crown Employees (NSW Police Force Special Constables) (Security) Award

Special Constables (Security) NSW Police Force	
Classification and Grades	1.7.17 Per week 2.50% \$
Special Constable (Security)	
1st year of service	987.90
2nd year of service	1,004.90
3rd year of service and thereafter	1,024.30
Special Constable (Security) First Class	
1st year of service and Thereafter	1,042.30
Senior Special Constable (Security)	
1st year of service	1,115.60
2nd year of service and Thereafter	1,140.20
Special Constable (Security), Field Supervisor	
1st year of service	1,275.80
2nd year of service and Thereafter	1,303.30
Other rates and allowances	
Full time Special Constables (Security) Monday to Friday Shift Allowance	67.40
Full time Special Constables (Security), Saturday and Sunday Shift Allowance	190.40

Crown Employees (Office of Environment and Heritage and the Office of Environment Protection Authority) General Award 2015

Environment Officers - Department of Environment and Climate Change New South Wales	
Classification and Grades	1.7.17 Per annum 2.50% \$
Class 1	
1	36,360
2	43,927
3	48,215
4	51,162
5	53,426
6	56,339
7	62,257
Class 2	
1	62,257
2	64,086
3	65,786
4	68,243
Class 3	
1	65,786
2	68,243
3	71,657
4	73,813
Class 4	
1	71,657
2	73,813
3	76,879
4	79,899
Class 5	
1	76,879
2	79,899
3	82,950
4	85,503
Class 6	
1	82,950
2	85,503
3	88,829
4	91,530
Class 7	
1	88,829
2	91,530
3	94,299
4	98,144
Class 8	
1	94,299
2	98,144
3	101,221
4	106,388
Class 9	
1	101,221
2	106,388
3	109,445
4	112,760

Class 10	
1	109,445
2	112,760
3	117,257
4	120,695
Class 11	
1	117,257
2	120,695
3	124,308
4	129,226
Class 12	
1	124,308
2	129,226
3	133,561
4	136,428
Class 13	
1	133,561
2	136,428
3	140,953
4	143,061
Class 14	
1	140,953
2	143,061
3	149,687
4	156,318
Class 15	
1	149,687
2	156,318
3	162,946
4	169,570
Other Rates and Allowances - Brief Description	
AHIS weekly allowance:	
inconvenience and 6 incoming calls after/before normal working hours	469.30
For each call above 6 incoming calls in an AHIS roster period; not limited	22.90
Extra per public holiday falling on a weekday	143.90
Out of hours disturbance (AHIS Supervising Officers)	46.20

**Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service)
Conditions of Employment Award 2015**

Ranger Classifications	
Classification and Grades	1.7.17 Per annum 2.50% \$
Trainee Rangers	
1st year of service	55,224
2nd year of service	56,216
3rd year of service	57,909
4th year of service	58,947
5th year of service	59,561
6th year of service	60,423
Rangers	
Grade 1	
1st level	60,423
2nd level	62,800
3rd level	66,303
4th level	71,062

5th level	78,325
6th level	82,909
Grade 2	
1st year	84,559
2nd year	87,070
3rd year	89,719
4th year	93,328
Senior Ranger 1st year & thereafter	100,304
Assistant District Manager	
Grade 1	103,293
Grade 2	110,534
Grade 3	119,469
Grade 4	124,535
District Manager	
Grade 1	106,201
Grade 2	113,831
Grade 3	124,535
Grade 4	132,339
Grade 5	138,169
Project/Research Officer Classification	
Grade 1	
1st year	62,577
2nd year	64,584
3rd year	70,453
4th year	75,961
5th year	81,429
Grade 2*	
1st year	87,225
2nd year	89,777
3rd year	92,470
Grade 3*	
1st year	97,126
2nd year	100,243
3rd year	103,347
4th year	105,406
Grade 4*	
1st year	106,415
2nd year	109,475
Grade 5	
1st year	115,028
2nd year	119,907
Grade 6	
1st year	127,417
2nd year	128,754
* Progression criteria applies	
Project Officer (Aboriginal Positions)	
Grade 1	
1st year	62,577
2nd year	64,584
3rd year	70,453
4th year	75,961
5th year	81,429
Grade 2*	
1st year	87,225
2nd year	89,777
3rd year	92,470

Grade 3*	
1st year	97,126
2nd year	100,243
3rd year	103,347
4th year	105,406
Grade 4*	
1st year	106,415
2nd year	109,475
Grade 5	
1st year	115,028
2nd year	119,907
Grade 6	
1st year	127,417
2nd year	128,754
*Progression criteria applies	
Field Officer Classification	
Field Officer Base Grade 1/2	
Employees Engaged on or after 1 July 2007	
Grade 1	
Year 1	47,465
Year 2	48,664
Grade 2	
Year 1	49,786
Year 2	52,108
Field Officer Grade 1/4	
Employees Engaged on or after 1 July 2007	
Grade 1	
1st year	47,465
2nd year	48,664
Grade 2	
1st year	49,786
2nd year	52,108
Grade 3 (A)	
1st year	59,459
2nd year	60,507
Grade 4 (A)	
1st year	62,201
2nd year	63,323
Field Officer Grade B3/B4	
Employees engaged on or before 30 June 2007	
Grade 3 (B)	
1st year	59,459
2nd year	60,507
Grade 4 (B)	
1st year	62,201
2nd year	63,323
Senior Field Officer and Senior Field Officer (Plant)	
Grade 1	
1st year	64,731
2nd year	65,831
Grade 2	
1st year	67,162
2nd year	68,568
Field Supervisor	
Classification and Grades	
Grade 1	
1st year	70,920
2nd year	72,545

Grade 2	
1st year	74,171
2nd year	75,798
Senior Field Supervisor Classification and Grades	
Grade 1	
1st year	82,234
2nd year	84,254
Grade 2	
1st year	86,276
2nd year	88,296

Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007

Professional, Administration and Operational Officers - Sydney Harbour Foreshore Authority		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Professional Officer SHFA		
PO4	-	171,464
	-	164,844
	-	158,085
Hard Barrier		
PO3	-	143,388
	128	137,891
Hard Barrier		
	124	132,140
	-	128,290
	117	123,126
Hard Barrier		
PO2	115	120,731
	-	116,067
	108	112,797
Hard Barrier		
PO1	-	106,290
	97	101,252
	94	98,168
	90	94,327
Hard Barrier		
PO Entry Level	84	88,851
	80	85,525
	76	82,265
	69	76,901
	59	69,650
Administration Officer SHFA		
AO7	130	140,996
	126	135,045
	120	127,085
	116	121,917
Hard Barrier		
AO6	111	116,157
	108	112,797
	104	108,373
Hard Barrier		
AO5	98	102,359
	95	99,204
	91	95,235

Hard Barrier		
AO4	85	89,781
	82	87,225
	78	83,935
Hard Barrier		
AO3	67	75,476
	61	71,008
Hard Barrier		
AO2	55	67,031
	49	63,469
Hard Barrier		
AO1	40	58,440
	32	54,387
	28	52,447
Hard Barrier		
AO Entry Level	23	50,265
	17	46,945
	11	43,557
	-	38,465
Operational Officer SHFA		
OO4	98	102,359
	95	99,204
	91	95,235
Hard Barrier		
OO3	85	89,781
	82	87,225
	78	83,935
Hard Barrier		
OO2	67	75,476
	61	71,008
Hard Barrier		
OO1	55	67,031
	49	63,469
	40	58,440
Hard Barrier		
OO Entry Level	32	54,387
	28	52,447
	23	50,265
	17	46,945
	11	43,557
	-	38,465
Control Room Operator SHFA	55	67,031

**Crown Employees (Department of Finance, Services and Innovation – SafeWork NSW Inspectors 2007)
Award**

Inspectors - WorkCover Authority		
Classification		1.7.17 Per annum 2.50% \$
Inspectorial Stream	Managerial Stream	
Progression Level		
Level 1		94,726
Level 2		97,319
Level 3		102,860
Senior Inspector 1		106,879
Senior Inspector 2		107,884

Principal Inspector 1	District Coordinator 1	110,081
Principal Inspector 2		111,112
	District Coordinator 2	112,258
Assistant State		116,179
Inspector 1		
Assistant State		117,271
Inspector 2		
State Inspector 1	Team Coordinator 1	124,079
State Inspector 2		125,246
	Team Coordinator 2	126,534
	State Coordinator 1	129,923
	State Coordinator 2	131,148
	Team Manager 1	146,256
	Team Manager 2	161,579

Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007

Classification and Grades		1.7.17 Per annum 2.50% \$
Horticultural Apprentice Year 1	-	27,534
Horticultural Apprentice Year 2	-	36,712
Horticultural Apprentice Year 3	-	45,891
Horticultural Apprentice Year 4	27	52,007
Level 1	15	45,269
Level 2, Year 1 (Minimum)	23	50,265
Level 2, (Maximum)	26	51,592
Level 3 Year 1, (Minimum)	30	53,439
Level 3, (Maximum)	34	55,342
Level 4, Year 1, (Minimum)	38	57,369
Level 4, (Maximum)	41	59,097
Level 5, Year 1, (Minimum)	45	61,187
Level 5, (Maximum)	48	62,822
Level 6, Year 1, (Minimum)	51	64,583
Level 6, (Maximum)	54	66,373
Level 7, Year 1, (Minimum)	57	68,256
Level 7, (Maximum)	60	70,297
Level 8, Year 1, (Minimum)	63	72,520
Level 8, Maximum	67	75,476
Level 9, Year 1, (Minimum)	71	78,435
Level 9, (Maximum)	75	81,369
Level 10, Year 1, (Minimum)	78	83,935
Level 10, (Maximum)	81	86,293
Level 11, Year 1, (Minimum)	89	93,401
Level 11, (Maximum)	95	99,204
Level 12, Year 1, (Minimum)	109	113,918
Level 12, (Maximum)	112	117,291
Level 13, Year 1, (Minimum)	115	120,731
Level 13, (Maximum)	118	124,351
Level 14, Year 1, (Minimum)	121	128,178
Level 14, (Maximum)	124	132,140
Level 15, Year 1, (Minimum)	127	136,461
Level 15, (Maximum)	130	140,996

Crown Employees (Parliament House Conditions of Employment) Award 2015

Allowances	1.7.17 2.50% \$
Allowance in lieu of overtime Sessional Staff Above Clerk Grade 8 (per occasion)	392.34

Crown Employees (Physiotherapists, Occupation Therapists, Speech Pathologists and Music Therapists) Award

Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists		
Classification and Grade	Common Salary Point	1.7.17 Per annum 2.50% \$
Physiotherapists - Grade 1		
1st year of service	46	61,658
2nd year of service	50	64,086
3rd year of service	56	67,659
4th year of service	63	72,520
5th year of service	70	77,660
6th year of service	76	82,265
7th year of service	81	86,293
Grade 2	85	89,781
Grade 3	92	96,116
Grade 4	95	99,204
Grade 5	98	102,359
Grade 6	100	104,397
Grade 7	103	107,398
Occupational Therapists Grade 1		
1st year of service	46	61,658
2nd year of service	50	64,086
3rd year of service	56	67,659
4th year of service	63	72,520
5th year of service	70	77,660
6th year of service	76	82,265
7th year of service	81	86,293
Grade 2	85	89,781
Grade 3	92	96,116
Grade 4	95	99,204
Grade 5	98	102,359
Grade 6	100	104,397
Speech Pathologist - Grade 1		
1st year of service	46	61,658
2nd year of service	50	64,086
3rd year of service	56	67,659
4th year of service	63	72,520
5th year of service	70	77,660
6th year of service	76	82,265
7th year of service	81	86,293
Grade 2	85	89,781
Grade 3	92	96,116
Grade 4	95	99,204
Grade 5	98	102,359

Music Therapists		
1st year of service	31	53,865
2nd year of service	38	57,369
3rd year of service	43	60,151
4th year of service	49	63,469
5th year of service	54	66,373
6th year of service	59	69,650
7th year of service	63	72,520
Sole Allowance - 3(ii)(a)		2,594
Part-time Student Unit Supervisor Allowance for each student per supervised shift - refer formula in award at 3(ii)(b)		9.41

Crown Employees (Planning Officers) Award 2016

Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Student Planner		
Year 1	CSP 23	50,265
Year 2	CSP 28	52,447
Year 3	CSP 32	54,387
Year 4	CSP 40	58,440
Planning Officer (Professional)		
Level 1(a)		
Year 1	CSP 59	69,650
Year 2	CSP 69	76,901
Year 3	CSP 76	82,265
Year 4	CSP 80	85,525
Year 5	CSP 84	88,851
Progression/ promotion soft barrier (clause 4.7.2)		
Level 1(b)		
Year 1	CSP 90	94,327
Year 2	CSP 94	98,170
Year 3	CSP 97	101,252
Year 4	-	106,290
Level 2		
Year 1	CSP 108	112,797
Year 2	-	116,067
Year 3	CSP115	120,731
Level 3		
Year 1	CSP 117	123,127
Year 2	-	128,290
Year 3	CSP 124	132,140
Progression/ promotion soft barrier (clause 4.9.2)		
Year 4	CSP 128	137,891
Year 5	-	143,388
Level 4		
Year 1	-	158,085
Year 2	-	164,707
Year 3	-	171,464
Level 5		
Year 1	-	180,565
Year 2	-	185,059

Crown Employees (Psychologists) Award

Psychologists	
Classification and Grade	1.7.17 Per annum 2.50% \$
Psychologist - 1st year	64,803
2nd year	68,310
3rd year	71,810
4th year	76,188
5th year	80,569
6th year	84,948
7th year	89,327
8th year	92,830
9th year and thereafter	96,331
Senior Psychologist - 1st year	101,587
2nd year	105,968
3rd year and thereafter	110,343
Specialist Psychologist - 1st year	92,830
2nd year	98,082
3rd year	103,339
4th year	108,593
5th year and thereafter	113,844
Senior Specialist Psychologist - 1st year	119,101
2nd year	122,603
3rd year and thereafter	126,109
Chief Psychologist - 1st year	132,207
Principal Psychologist - 1st year and thereafter	143,622
Environmental Allowance (Corrective Services and Juvenile Justice)	2,967

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

Allowances	1.7.17 2.50% \$
On call allowance	0.96
Community Language Allowance Scheme Base level rate	1,379.00
Higher level rate	2,072.00
Flying Allowance	20.70
First Aid Allowance Holders of basic qualification	8888
Holders of current occupational first aid certificate	1,334

Crown Employees (Public Service Training Wage) Reviewed Award 2008

Table 1 – Full Time Weekly Wage Rates

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

Diploma

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level

Classification	1.7.17 Per week 2.50% \$
Trainee Diploma Level	707.80

Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A:

Highest Year of Schooling Completed			
	Year 10 1.7.2017	Year 11 1.7.2017	Year 12 1.7.2017
School leaver	312.40	344.40	412.90
Plus 1 year out of school	344.40	412.90	481.60
Plus 2 years	412.90	481.60	558.60
Plus 3 years	481.60	558.60	639.00
Plus 4 years	558.60	639.00	639.00
Plus 5 years or more	639.00	639.00	639.00

Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B:

Highest Year of Schooling Completed			
	Year 10 1.7.2017	Year 11 1.7.2017	Year 12 1.7.2017
School leaver	312.40	344.30	400.10
Plus 1 year out of school	344.40	400.10	460.40
Plus 2 years	400.10	460.40	540.80
Plus 3 years	460.40	540.80	616.50
Plus 4 years	540.80	616.50	616.50
Plus 5 years or more	616.50	616.50	616.50

Skill Level C

Where the accredited training course and work performed are for the purpose for generating skills which have been defined for work at Skill Level C:

Highest Year of Schooling Completed			
	Year 10 1.7.2017	Year 11 1.7.2017	Year 12 1.7.2017
School leaver	312.40	344.30	396.50
Plus 1 year out of school	344.30	396.50	446.20
Plus 2 years	396.50	446.20	496.90

Plus 3 years	446.20	496.90	556.20
Plus 4 years	469.90	556.20	556.20
Plus 5 years or more	556.20	556.20	556.20

The average proportion of time spent in structured training that has been taken into account in setting the rate is 20%.

School-Based Traineeships -		
	Year 11 1.7.2017	Year 12 1.7.2017
Year of Schooling	2.5%	2.5%
School based traineeships Skill Levels A, B and C	312.40	348.40

The average proportion of time spent in structured training that has been taken into account in setting the rate is 20%.

Table 2 – Hourly Wage Rates

Set out below are the hourly rates of pay for part-time or school-based trainees where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 35 hour week. If the ordinary full-time weekly hours are not 35, the appropriate hourly rate may be obtained by multiplying the rate in the table by 35 and then dividing by the ordinary full time hours.

Trainees who have left school:

Diploma

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level:

Classification	1.7.17 Per hour 2.50% \$
Trainee Diploma Level – part-time	225.30

Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A:

Highest Year of Schooling Completed			
	Year 10 1.7.2017	Year 11 1.7.2017	Year 12 1.7.2017
School leaver	11.20	12.30	14.80
Plus 1 year out of school	12.30	14.80	17.20
Plus 2 years	14.80	17.20	20.00
Plus 3 years	17.20	20.00	22.80
Plus 4 years	20.00	22.80	22.80
Plus 5 years or more	22.80	22.80	22.80

Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B:

Highest Year of Schooling Completed			
	Year 10 1.7.2017	Year 11 1.7.2017	Year 12 1.7.2017
School leaver	11.20	12.30	14.20
Plus 1 year out of school	12.30	14.20	16.50
Plus 2 years	14.20	16.50	19.40
Plus 3 years	16.50	19.40	22.00
Plus 4 years	19.40	22.00	22.00
Plus 5 years or more	22.00	22.00	22.00

Skill Level C

Where the accredited training course and work performed are for the purpose for generating skills which have been defined for work at Skill Level C:

Highest Year of Schooling Completed			
	Year 10 1.7.2017	Year 11 1.7.2017	Year 12 1.7.2017
School leaver	11.20	12.30	14.10
Plus 1 year out of school	12.30	14.10	16.00
Plus 2 years	14.10	16.00	17.70
Plus 3 years	16.00	17.70	19.90
Plus 4 years	17.70	19.90	19.90
Plus 5 years or more	19.90	19.90	19.90

School Based Trainees	Year 11 1.7.2017 2.5%	Year 12 1.7.2017 2.5%
Wage Levels A, B and C	11.20	12.30

Skill Levels

Diploma	Skill Level A	Skill Level B	Skill Level C
	Arts Administration Business (Office Administration) Clerical Administrative Skills Communications (Call Centres) Financial Services Information Technology Public Administration Sport and Recreation	Laboratory Operations Horticulture Tourism Operations Retail Operations Hospitality Operations	Rural Skills

Crown Employees (Research Scientists) Award 2007

Research Scientists		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Research Scientist - 1st year of service	86	90,585
2nd year of service	91	95,235
3rd year of service	96	100,243
4th year of service	100	104,397
Efficiency Barrier - 5th year of service	105	109,475
6th year of service	109	113,918
7th year of service	113	118,419
Senior Research Scientist - 1st year of service	115	120,731
2nd year of service	118	124,351
3rd year of service	121	128,178
Efficiency Barrier - 4th year of service	124	132,140
5th year of service	127	136,461
Principal Research Scientist - 1st year of service	130	140,996
2nd year of service	-	144,221
3rd year of service	-	147,883
Senior Principal Research Scientist - 1st year of service	-	158,544
2nd year of service	-	170,078
Efficiency Barrier - 3rd year of service	-	184,569

Crown Employees (Rural Fire Service) Award

RFS Officers

These rates are inclusive of Annual Leave Loading

Classification and Grades	1.7.17 Per annum 2.50% \$
RFS Officer Level 1	
Year 1	36,500
Year 2	44,144
Year 3	47,578
Year 4	48,879
Year 5	50,945
Year 6	51,867
Year 7	53,153
Year 8	55,123
Year 9	57,116
Year 10	59,224
RFS Officer Level 2	
Year 1	62,489
Year 2	64,326

RFS Officer Level 3 Year 1 Year 2	66,120 67,932
RFS Officer Level 4 Year 1 Year 2	69,860 71,965
RFS Officer Level 5 Year 1 Year 2	74,214 76,494
RFS Officer Level 6 Year 1 Year 2	82,464 85,067
RFS Officer Level 7 Year 1 Year 2	88,401 90,991
RFS Officer Level 8 Year 1 Year 2	93,720 96,523
RFS Officer Level 9 Year 1 Year 2	100,542 103,737
RFS Officer Level 10 Year 1 Year 2	106,831 109,837
RFS Officer Level 11 Year 1 Year 2	114,320 117,724
RFS Officer Level 12 Year 1 Year 2	123,559 128,804
RFS Officer Level 13 Year 1 Year 2	136,869 142,896
RFS Officer Level 14 Year 1 Year 2	159,894 172,290
RFS Officer Level 15 Year 1 Year 2	175,201 187,553
RFS Officer Level 16 Year 1 Year 2	193,832 212,767

RFS Officers (OCC) - These rates are inclusive of Annual Leave Loading

Classification and Grades	1.7.17 Per annum 2.50% \$
RFS Officer Level A (OCC Operator) Year 1 Year 2 Year 3 Year 4 Year 5 Year 6 Year 7 Year 8	40,805 43,557 46,945 48,225 50,265 51,177 52,447 54,386

Year 9	56,358
Year 10	58,440
RFS Officer Level B (OCC Senior Operator)	
Year 1	61,658
Year 2	63,469
Year 3	65,240
Year 4	67,031

Crown Employees (School Administrative and Support Staff) Award

Schedule 1 - School Administrative and Support Staff (other than Aboriginal Education Officers)
Rates of Pay

1.1 Permanent School Administrative and Support Staff

	1.7.17 Per hour 2.50% \$
School Support Officer	25.98
School Administrative Officer	29.17
School Administrative Manager -	
Level 1	33.74
Level 2	34.66
Level 3	35.65
Level 4	36.73
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	18.56
Following 12 months of service or at age 20	21.94
1st year	26.71
2nd year	227.19
3rd year	229.10
4th year	331.03
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	18.56
Following 12 months of service or at age 20	21.94
1st year	25.75
2nd year	26.22
3rd year	26.71
4th year	27.19

1.2 Long-term Temporary School Administrative and Support Staff

	1.7.17 Per hour 2.50% \$
School Support Officer	27.52
School Administrative Officer	30.85
School Administrative Manager -	
Level 1	35.70
Level 2	36.68
Level 3	37.75
Level 4	38.85

School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	19.59
Following 12 months of service or at age 20	23.21
1st year	28.30
2nd year	28.75
3rd year	30.75
4th year	32.81
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	19.59
Following 12 months of service or at age 20	23.21
1st year	27.28
2nd year	27.74
3rd year	28.30
4th year	28.75

1.3 Short-term Temporary School Administrative and Support Staff

	1.7.17 Per hour 2.50% \$
School Support Officer	29.90
School Administrative Officer	33.56
School Administrative Manager	
Level 1	38.81
Level 2	39.88
Level 3	41.03
Level 4	42.24
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	21.35
Following 12 months of service or at age 20	25.22
1st year	30.73
2nd year	31.27
3rd year	33.49
4th year	35.65
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	21.35
Following 12 months of service or at age 20	25.22
1st year	29.65
2nd year	30.19
3rd year	30.73
4th year	31.27

Schedule 2 - Aboriginal Education Officers - Rates of Pay

(For progression on these rates see subclause 6.3)

2.1 Permanent Aboriginal Education Officer

	1.7.17 Per hour 2.50% \$
Year 1	31.91
Year 2	32.84
Year 3	33.76
Year 4	34.71

2.2 Long-term Temporary Aboriginal Education Officer

	1.7.17 Per hour 2.50% \$
Year 1	33.75
Year 2	34.76
Year 3	35.72
Year 4	36.70

2.3 Short-term Temporary Aboriginal Education Officer

	1.7.17 Per hour 2.50% \$
Year 1	36.70
Year 2	37.78
Year 3	38.83
Year 4	39.89

Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Justice - Corrective Services NSW) Award 2009

Classification	1.7.17 Per annum 2.50% \$
Commissioned Correctional Officers: Senior Assistant Superintendent - 7 day or any 5/7 days	123,133
Assistant Superintendent - 7 day or any 5/7 days	115,258
Senior Assistant Superintendent - 5 day	116,397
Assistant Superintendent - 5 day	108,520
Commissioned Industries Officers:	
Regional Business Manager - 5 day	
Year 1	130,764
Year 2	134,124
Year 3	139,882
Year 4	145,051
Operations Manager	139,153

Manager of Industries Level 1 - 5 day	128,402
Manager of Industries Level 2 - Any 5 of 7 days	128,941
Manager Centre Services and Employment Manager of Industries Level 2 - 5 day	122,203
Manager Business Unit - any 5/7 days	123,133
Manager Business Unit - 5 day	116,397

Crown Employees (Senior Officers Salaries) Award 2012

Senior Officers	
Classification and Grades	1.7.17 Per annum 2.50% \$
Grade 1 Year 1 Year 2	157,763 169,993
Grade 2 Year 1 Year 2	172,870 185,059
Grade 3 Year 1 Year 2	191,251 209,938

Crown Employees (Sheriff's Officers) Award

Sheriff's Officers		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Chief Inspector Year 2 Year 1 Inspector Year 2 Year 1	85 82 78 75	89,781 87,225 83,935 81,369
Sergeant Year 4 Year 3 Year 2 Year 1	67 64 61 58	75,476 73,224 71,008 68,929
Sheriff's Officer Year 4 Year 3 Year 2 Year 1	55 52 49 46	67,031 65,240 63,469 61,658
Probationary Sheriff's Officer	36	56,358

**Crown Employees (State Emergency Service) Communication Centre - Continuous Shift Workers
Award 2012**

Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Operations Communications Centre Senior Team Leader, Clerk Grade 5/6 1st year of service 2nd year of service 3rd year of service Thereafter	75 78 82 85	81,369 83,935 87,225 89,781
Operations Communications Centre Team Leader, Clerk Grade 3/4 1st year of service 2nd year of service 3rd year of service Thereafter	58 61 64 67	68,929 71,008 73,224 75,476
Operations Communications Centre Call Operator, Clerks General Scale Step 1 Step 2 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9 Step 10 Step 11 Step 12 Step 13	4 6 9 11 17 20 23 25 28 32 36 40	29,855 33,880 40,805 43,557 46,945 48,225 50,265 51,177 52,447 54,387 56,358 58,440

Crown Employees (State Emergency Service) Learning and Development Officers Award 2012

Learning and Development Officers - Full-time, State Emergency Service		
Classification	Common Salary Point	1.7.17 Per annum 2.50% \$
1st year of service 2nd year of service 3rd year of service Thereafter	82 85 88 91	87,225 89,781 92,470 95,235

Crown Employees (State Emergency Service) Region Controllers Award 2012

Region Controllers - State Emergency Services		
Classification	Common Salary Point	1.7.17 Per annum 2.50% \$
Salaries of Full-time Region Controllers 1st year of service 2nd year of service 3rd year of service Thereafter	101 104 108 111	105,409 108,373 112,797 116,157

Crown Employees (Technical Officers - Treasury) Award

Technical Officers – Treasury	
Classification and Grades	1.7.17 Per annum 2.50% \$
Technical Officers - Treasury Grade 1	149,646 156,318 163,208 169,993
Technical Officers - Treasury Grade 2	172,760 179,654

Crown Employees (Tipstaves to Justices) Award 2007

Tipstaff - Attorney General's Department		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
1st year of service	40	58,440
2nd year of service	42	59,561
3rd year of service	44	60,598
Tipstaff to the Chief Justice	46	61,658

Crown Employees (Trades Assistants) Award

Trades Assistants	
Classification and Grades	1.7.17 Per week 2.50% \$
Blacksmith's striker	916.80
Cold saw operator	923.90
Driller (stationary machines)	916.80
Dresser and grinder (portable machines)	932.90
Dresser, shot blast or sand blast- (a) who operates from outside a properly enclosed cabin (b) other	923.90 963.70
Dogman and/or crane chaser	932.90
Forger's assistant	916.80
Assistant Furnaceperson	923.90
Hammer driver	923.90
Heat treater operative	932.90
Machinist second class (Metal Trades)	973.10
Operator of straight line oxy-acetylene Cutting machine	932.90
Pipe fitter	973.10
Rigger and/or splicer (other than construction work)	1,004.90
Rigger and/or splicer (construction work)	1,023.70
Spray painter (ironwork) and/or brush hand	932.90
Tool and/or material storeman	963.70
Trades assistant (Metal Trades)	916.80
Trades assistant (Electrical Trades)	941.70
Trades assistant	923.90

Cupola furnace person (foundries)	973.10
Allowances:	
Cold Places per hour	0.79
Confined Spaces per hour	0.99
Dirty Work per hour	0.79
Height Money per hour:	
- At a height of 7.5 m	0.79
- For every additional 3m	0.24
Hot Places per hour:	
- 46C-54C	0.79
- Above 54C	0.99
Insulation Material per hour:	
- Pumice or other recognised insulator	0.79
- Silicate	0.99
Smoke Boxes etc per hour:	
- Working on repairs to smoke boxes, furnaces etc	0.51
- Working on repairs inside oil-fired boilers	1.97
Wet Places per hour	0.79
Working on a boat or punt per day	3.06
Working knee deep in mud or water per day	6.27
Acid, furnaces, stills, etc per hour	4.04
Towers per hour	0.79
Depth money per hour	0.79
Swing Scaffolds:	
- First four hours (fixed rate)	5.85
- Each hour thereafter	1.19
- Solid plasterers per hour	0.24
Septic Tanks per day	9.42
Distant Places per day:	
- Area re paragraph 4.17.1	1.55
- Area re paragraph 4.17.2	2.51
- Area re paragraph 4.17.3	2.51
Epoxy Materials per hour	0.99
- Applying to air-conditioned buildings per hour	0.69
- Employees in close proximity per hour	0.79
Foundry per hour	0.58
Asbestos Eradication per hour	2.64
First Aid per day	3.46

Taronga Conservation Society Australia Salaried Employees Award

Classification and Grades	Common Salary Point	1.717 Per annum 2.50% \$
Clerks -		
General Scale -		
1st year (up to 18 years)	7	36,012.00
2nd year (or 20 years)	11	43,557.00
3rd year	17	46,945.00
4th year	20	48,225.00
5th year	23	50,265.00
6th year	25	51,177.00
7th year	28	52,447.00
8th year	32	54,387.00
9th year	36	56,358.00
10th year	40	58,440.00
At 19 years + (HSC)	9	40,805.00

Grade 1 - 1st year	46	61,658
2nd year	49	63,469
Grade 2 - 1st year	52	65,240
2nd year	55	67,031
Grade 3 - 1st year	58	68,929
2nd year	61	71,008
Grade 4 - 1st year	64	73,224
2nd year	67	75,476
Grade 5 - 1st year	75	81,369
2nd year	78	83,935
Grade 6 - 1st year	82	87,225
2nd year	85	89,781
Grade 7 - 1st year	88	92,470
2nd year	91	95,235
Grade 8 - 1st year	95	99,204
2nd year	98	102,359
Grade 9 - 1st year	101	105,409
2nd year	104	108,373
Grade 10 - 1st year	108	112,797
2nd year	111	116,157
Grade 11 - 1st year	116	121,917
2nd year	120	127,085
Grade 12 - 1st year	126	135,045
2nd year	130	140,996
Clerical Assistants - 1st year (or under 17 years)	1	25,068
2nd year (or 17 years)	3	28,159
3rd year (or 18 years)	6	33,880
4th year (or 19 years)	8	38,481
5th year (or 20 years)	9	40,805
6th year (or 21 years)	15	45,269
7th year	17	46,945
8th year	20	48,225
9th year	22	49,139
Class 1 - 1st year	25	51,177
2nd year	28	52,447
Class 2 - 1st year	32	54,387
2nd year	35	55,790
Class 3 - 1st year	37	56,897
2nd year	40	58,440
Class 4 - 1st year	42	59,561
2nd year	44	60,598

Horticulturalist Labourer - (Applies to employees engaged prior 1 July 2010)		
Grade 1	25	51,177
Grade 2	30	53,439
Grade 3	35	55,790
Horticulturalist Level 1 - (Applies to employees engaged prior 1 July 2010)		
Grade 1	42	59,561
Grade 2	45	61,187
Horticulturalist Level 2 (Applies to employees engaged prior 1 July 2010)		
Grade 1	48	62,822
Grade 2	50	64,086
Horticultural Technician (Applies to employees engaged prior 1 July 2010)		
Grade 1	55	67,031
Grade 2	57	68,256
Senior Horticultural Technician (Applies to employees engaged prior 1 July 2010)		
Grade 1	63	72,520
Grade 2	67	75,476
Horticultural Apprentice (Applies to employees engaged post 1 July 2010)		
1st Year		24,898
2nd Year		29,427
3rd Year		33,952
4th Year		40,745
Gardener (Applies to employees engaged post 1 July 2010)		
Grade 1	15	45,269
Grade 2	18	47,407
Grade 3	21	48,684
Horticulturalist (Applies to employees engaged post 1 July 2010)		
Grade 1		57,617
Grade 2		59,344
Grade 3		61,126
Grade 4		64,085
Horticultural Supervisor (Applies to employees engaged post 1 July 2010)		
Grade 1		68,043
Grade 2		70,085
Grade 3		72,187
Keeper Grade 4 (Specialist) Level 2 (only available to employees employed permanently as a Keeper on 8 December 2005)	75	81,369
Trainee Keeper -		
Level 1	-	43,215
Level 2	-	46,094
Level 3	-	48,976
Level 4	-	51,856
Keeper -		
Level 1	-	57,618
Level 2	-	60,498
Level 3	-	63,378
Level 4	-	66,261
Senior Keeper -		
Level 1	-	69,140
Level 2	-	74,902
Keeping Unit Supervisor -		
Year 1	-	83,546
Year 2	-	85,275
Year 3	-	87,001

Keeper before Jan 06		
Grade 1		
Level 01		53,864
Level 02		54,386
Level 03		55,285
Level 04		56,357
Grade 2		
Level 01		73,839
Level 02		81,367
Gate Receptionists	38	57,369
Designers (Exhibitions and Publications) Applies to employees engaged prior 1 July 2010		
1st year	37	56,897
2nd year	39	57,962
3rd year	42	59,561
4th year	46	61,658
5th year	49	63,469
6th year	51	64,583
7th year	53	65,798
8th year	56	67,659
9th year	60	70,297
10th year	64	73,224
11th year	67	75,476
12th year and thereafter	71	78,435
Junior Designer		
Grade 1		49,110
Grade 2		51,074
Grade 3		53,116
Grade 4		55,239
Designer		
Grade 1		56,897
Grade 2		59,454
Grade 3		62,130
Grade 4		64,928
Grade 5		67,847
Senior Designer		
Grade 1		71,245
Grade 2		74,805
Grade 3		78,543
Allowances:		
Casual first aid allowance (per shift)		17.04
Laundry Allowance for staff other than Gate Receptionists (per week)		7.11
Laundry Allowance for Gate Receptionists (per week)		12.83

Agreements and Determinations

Adventure Facilitator, Oberon Correctional Centre - Department of Corrective Services. Section 130 (1)
Determination No: 955 of 2007

Adventure Facilitator	1.7.17 Per annum 2.50% \$
Year 1	92,470
Year 2	95,235
Year 3	99,204
Year 4	102,359

Architects etc. Agreement No. 1733 of 1971

Architects		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Grade I		
1st year of service	46	61,658
2nd year of service	50	64,086
3rd year of service	56	67,659
4th year of service	63	72,520
5th year of service	70	77,660
6th year of service and thereafter	76	82,265
Grade II		
1st year of service	82	87,225
2nd year of service	86	90,585
3rd year of service	89	93,401
4th year of service and thereafter	92	96,116
Grade III		
1st year of service	97	101,252
2nd year of service	100	104,397
3rd year of service	104	108,373
4th year of service and thereafter	107	111,689
Grade IV		
1st year of service	112	117,291
2nd year of service	115	120,731
3rd year of service and thereafter	117	123,127
Grade V		
1st year of service	121	128,178
2nd year of service and thereafter	123	130,702
Grade VI		
1st year of service	125	133,595
2nd year of service	127	136,461

Artists, etc., Australian Museum; Designers and Senior Designer, National Parks & Wildlife Service; Artist, Chief, Exhibitions Department and Keeper of Exhibits, Museum of applied Arts and Sciences; Agreement No.2196 of 1975

Artists, Designers, Exhibitions Officers, etc.		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Artists Australian Museum and Museum of Applied Arts and Sciences		
Grade I		
1st year of service	28	52,447
2nd year of service	31	53,865
3rd year of service	34	55,342
4th year of service	37	56,897
5th year of service	39	57,962
6th year of service	43	60,151
7th year of service and thereafter	46	61,658
Grade II		
1st year of service	49	63,469
2nd year of service	51	64,583
3rd year of service and thereafter	53	65,798

Grade III		
1st year of service	58	68,929
2nd year of service and thereafter	61	71,008
Keeper Of Exhibits (Non Graduate)		
Museum of Applied Arts & Sciences		
1st year of service	44	60,598
2nd year of Service	47	62,305
3rd year of service	51	64,583
4th year of service	53	65,798
5th year of service	58	68,929
6th year of service and thereafter	58	68,929
Designers (Exhibitions and Publications)		
1st year of service	37	56,897
2nd year of service	39	57,962
3rd year of service	42	59,561
4th year of service	46	61,658
5th year of service	49	63,469
6th year of service	51	64,583
7th year of service	53	65,798
8th year of service	56	67,659
9th year of service	60	70,297
10th year of service	64	73,224
11th year of service	67	75,476
12th year of service	71	78,435
Senior Designer (Exhibitions and Publications) National Parks and Wildlife Service		
On Appointment	77	82,969
Exhibitions Officer, Australian Museum		
Grade I		
1st year of service	56	67,659
2nd year of service	60	70,297
3rd year of service	64	73,224
4th year of service	67	75,476
5th year of service and thereafter	71	78,435
Grade II		
1st year of service	75	81,369
2nd year of service	77	82,969
Chief, Exhibitions Department Museum of Applied Arts and Sciences		
1st year of service	92	96,116

Bandmaster, Department of Corrective Services, Determination No 936 of 2004

The rate of pay for the Bandmaster, Department of Corrective Services shall be an annual salary equivalent to a Clerk Grade 5/6 under the Crown Employees (Administrative and Clerical Officers) Award 2017.

Cadet Conditions and Rates of Pay, Various Departments; Determination No.938 of 2004

Cadet Conditions and Rates of Pay, Various Departments		Common Salary Point	1.7.17 Per annum 2.50% \$
Classification and Grades			
Level 1 At 18 years of age		7	36,012
Level 1 At 19 years of age with HSC		9	40,805
Level 2 Or minimum at 20 years		11	43,557

Level 3 Or minimum at 21 years	17	46,945
Level 4	20	48,225
Level 5	23	50,265
Level 6	25	51,177
Level 7	28	52,447
Level 8	32	54,387
Level 9	36	56,358
Level 10	40	58,440

Cartographers, Engineering Survey Drafting Officers, Survey Drafting Officers, Photogrammetrists, Computers
All Departments Agreement No. 2439 of 1982

Cartographers, Engineering Survey Drafting Officers,		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
General Scale		
1st year	7	36,012
2nd year	11	43,557
3rd year	17	46,945
4th year	20	48,225
5th year	23	50,265
6th year	25	51,177
7th year	28	52,447
8th year	32	54,387
9th year	36	56,358
10th year	40	58,440
11th year	46	61,658
12th year	49	63,469
13th year	52	65,240
14th year	55	67,031
Officer with HSC aged 19 and over paid not less than	9	40,805
Class 1		
1st year	58	68,929
2nd year	61	71,008
3rd year	64	73,224
4th year	67	75,476
Class 2		
1st year	75	81,369
2nd year	78	83,935
Class 3		
1st year	82	87,225
2nd year	85	89,781
Class 4		
1st year	88	92,470
2nd year	91	95,235
Class 5		
1st year	95	99,204
2nd year	98	102,359
Class 6		
1st year	101	105,409
2nd year	104	108,373
Class 7		
1st year	108	112,797
2nd year	111	116,157

Casual Drug Counsellors - Department of Corrective Services Determination No.935 of 2004

Department of Corrective Services	
Classification and Grades	1.7.17 Per annum 2.50% \$
Sessional Specialist HIV/Health Promotion (The rates are inclusive of a 15% casual loading for Monday to Friday work, plus 1/12th in lieu of recreation leave.	79.07
Environmental Allowance for working within a correctional centre	1.82

Community Offender Support Program Centres, Department of Corrective Services, Determination No. 965 of 2008

Community Offender Support Program Centres DCS		
Classification and Grades	Common Salary Point No	1.7.17 Per annum 2.50% \$
Throughcare and Placement Officer:		
1st year	88	92,470
2nd year	91	95,235
3rd year	95	99,204
Thereafter	98	102,359
Accommodation Support Worker:		
1st year	75	81,369
2nd year	78	83,935
3rd year	82	87,225
Thereafter	85	89,781
Assistant Support Worker:		
1st year	46	61,658
2nd year	49	63,469
3rd year	52	65,240
Thereafter	55	67,031

Computer Operators - Salaries - Public Service Board Determination No. 642 of 1981 and Determination No. 801 of 1983

Computer Operators, All Departments		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Trainee Computer Operator		
At 18 and under	7	36,012
At 19	9	40,805
At 20	11	43,557
At 21	17	46,945
Computer Operator - Grade 1		
1st year of service	20	48,225
2nd year of service	23	50,265
3rd year of service	25	51,177
4th year of service and thereafter	28	52,447
Computer Operator - Grade 2		
1st year of service	32	54,387
2nd year of service	36	56,358
3rd year of service and thereafter	40	58,440

Senior Computer Operator - Grade 1		
1st year of service	46	61,658
2nd year of service	49	63,469
3rd year of service	52	65,240
4th year of service	55	67,031
Senior Computer Operator - Grade 2		
1st year of service	58	68,929
2nd year of service	61	71,008
3rd year of service	64	73,224
4th year of Service	67	75,476

Conditions of Service for Case Workers, Compulsory Drug Treatment Correctional Centre (ADTCC), Department of Corrective Services. Determination No.968 of 2010

Classification and Grades	1.7.17 Per annum 2.50% \$
Operations Manager - Clerk 11/12	
1st year of service	121,917
2nd year of service	127,085
3rd year of service	135,045
Thereafter	140,996
Assistant Operations Manager - Clerk 9/10	
1st year of service	105,409
2nd year of service	108,373
3rd year of service	112,797
Thereafter	116,157
Senior Case Worker - Clerk 5/6	
1st year of service	81,369
2nd year of service	83,935
3rd year of service	87,225
Thereafter	89,781

Conditions of Service for Program Support Officers, Offender External Leave Program, Department of Corrective Services. Determination No. 966 of 2009

Classification and Grades	1.7.17 per annum 2.50% \$
Assistant Manager	
1st year of service	97,456
2nd year of service	100,196
3rd year of service	104,287
Thereafter	107,394
Co-ordinator Program Support & Security	
1st year of service	85,493
2nd year of service	88,052
3rd year of service	91,719
Thereafter	94,635
Senior Program Support Officer	
1st year of service	75,229
2nd year of service	77,602
3rd year of service	80,643
Thereafter	83,009

Program Support Officer	
1st year of service	63,728
2nd year of service	65,650
3rd year of service	67,699
Thereafter	69,780

Conditions of Service for Program Support Officers, Tabulam, Department of Corrective Services. Determination No. 964 of 2008

Classification and Grades	1.7.17 per annum 2.50% \$
Co-ordinator Program Support & Security	
1st year of service	92,470
2nd year of service	95,235
3rd year of service	99,204
Thereafter	102,359
Senior Program Support Officer	
1st year of service	81,369
2nd year of service	83,935
3rd year of service	87,225
Thereafter	89,781
Program Support Officer	
1st year of service	68,929
2nd year of service	71,008
3rd year of service	73,224
Thereafter	75,476
Mobile Work Camps Allowance (per day)	146.63

Conditions of Service for Program Support Officers, Yetta Dhinnakkal Centre, Department of Corrective Services. Determination No. 969 of 2011

Classification and Grades	1.7.17 Per annum 2.50% \$
Senior Program Support Officer	
1st year of service	81,369
2nd year of service	83,935
3rd year of service	87,225
Thereafter	89,781
Program Support Officer	
1st year of service	68,929
2nd year of service	71,008
3rd year of service	73,224
Thereafter	75,476

Conditions of Service Team leader and Bail Coordinator, Bail Assistance Line, Juvenile Justice, Department of Human Services. Determination No. 967 of 2010

Classification and Grades	1.7.17 Per annum 2.50% \$
Team Leader (Administrative and Clerical Officer Grade 7/8)	
1st year of service	92,470
Thereafter	95,235

Grade 8 1st year of service	99,204
Thereafter	102,359
Allowance	24,850
Bail Coordinator (Administrative and Clerical Officer Grade 5/6)	
Grade 5 1st year of service	81,369
Thereafter	83,935
Grade 6	
1st year of service	87,225
Thereafter	89,781
Allowance	22,483

Conservators, Cultural Institutions Agreement No.2504 of 1987

Conservators, Cultural Institutions		
Classifications and Grade	Common Salary Point	1.7.17 Per annum 2.50% \$
Assistant Conservator - Class 1		
1st year of service	40	58,440
2nd year of service	42	59,561
3rd year of service	44	60,598
4th year of service	47	62,305
5th year of service	49	63,469
6th year of service	52	65,240
Class 2		
1st year of service	55	67,031
2nd year of service	56	67,659
3rd year of service	58	68,929
Conservator - Grade 1		
1st year of service	62	71,677
2nd year of service	64	73,224
3rd year of service	66	74,712
4th year of service	68	76,028
5th year of service	70	77,660
Grade 2		
1st year of service	74	80,557
2nd year of service	79	84,606
3rd year of service	83	88,076
4th year of service	87	91,559
5th year of service	91	95,235
Grade 3		
1st year of service	94	98,170
2nd year of service	97	101,252
3rd year of service	99	103,340
Head Conservator		
1st year of service	105	109,475
2nd year of service	108	112,797
3rd year of service	110	115,033

Coordinators and Directors, Community Justice Centres, Attorney-General's Department Determination No.808 of 1983

Coordinators and Directors, Community Justice Centres - Attorney General's Department		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Co-ordinator	61	71,008
Director	104	108,373

Coordinator, Visual Arts, Long Bay Correctional Complex - Department of Corrective Services Determination No.929 of 2002

Coordinator, Visual Arts, Long Bay Correctional Complex Department of Corrective Services		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Co-ordinator, Visual Arts	102	106,418
Environmental Allowance	-	2,967
All Incidents Allowance	-	10,205

Curators and Registrars Cultural Institutions Agreement No. 2508 of 1987

Curatorial Staff		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Assistant Curator/Assistant Registrar - Grade I		
1st year of service	40	58,440
2nd year of service	46	61,658
3rd year of service	51	64,583
4th year of service	57	68,256
5th year of service and thereafter	62	71,677
Assistant Curator/Assistant Registrar - Grade II		
1st year of service	64	73,224
2nd year of service	67	75,476
3rd year of service	70	77,660
4th year of service	73	79,922
5th year of service and thereafter	75	81,369
Curator/Registrar - Grade I		
1st year of service	77	82,969
2nd year of service	82	87,225
3rd year of service	86	90,585
4th year of service	91	95,235
5th year of service and thereafter	95	99,204
Curator/Registrar - Grade II		
1st year of service	99	103,341
2nd year of service	102	106,418
3rd year of service	105	109,475
4th year of service	108	112,797
5th year of service	110	115,033
Senior Curator Senior Registrar	114	119,548

Departmental Professional Officers Determination No.866 of 1987

Departmental Professional Officers - All Departments		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Grade I -		
1st year of service	46	61,658
2nd year of service	50	64,086
3rd year of service	56	67,659
4th year of service	63	72,520
5th year of service	70	77,660
6th year of service and thereafter	76	82,265
Grade II -		
1st year of service	81	86,293
2nd year of service	84	88,851
3rd year of service	87	91,559
4th year of service and thereafter	91	95,235
Grade III -		
1st year of service	95	99,204
2nd year of service	98	102,359
3rd year of service	100	104,397
4th year of service and thereafter	104	108,373
Grade IV -		
1st year of service	108	112,797
2nd year of service and thereafter	110	115,033
Grade V -		
1st year of service	114	119,548
2nd year of service and thereafter	116	121,917
Grade VI -		
1st year of service	119	125,714
2nd year of service and thereafter	121	128,178
Grade VII -		
1st year of service	124	132,140
2nd year of service and thereafter	126	135,045
Grade VIII -		
1st year of service	129	139,440
2nd year of service and thereafter	130	140,996

Department of Transport Officers Employment Conditions Agreement No.2548 of 1998

Transport Officers		1.7.17 Per annum 2.50% \$
Classification and Grades		
Grade I -		
One		46,878
Two		48,515
Three		50,212
Four		51,969
Five		53,789
Grade 2		
One		53,789
Two		55,677
Three		57,620
Four		59,644
Five		61,727

Grade 3	
One	61,727
Two	63,887
Three	66,120
Four	68,435
Five	70,837
Grade 4	
One	70,837
Two	73,310
Three	75,877
Four	78,536
Five	81,384
Grade 5	
One	81,384
Two	84,126
Three	87,246
Four	90,121
Five	93,276
Grade 6	
One	93,276
Two	96,542
Three	99,917
Four	103,412
Five	107,034
Grade 7	
One	107,034
Two	110,781
Three	114,658
Four	118,668
Five	122,824
Grade 8	
One	122,824
Two	127,123
Three	135,072
Four	141,021
Five	145,956
Grade 9	
One	145,956
Two	153,797
Three	161,744
Four	167,693
Five	172,630

Education Officers, etc., Department of Culture, Sport and Recreation, Public Service Board Determination No. 473 of 1975

Education Officers, Department of Culture, Sport and Recreation, (Art Gallery, Australian Museum & Museum of Applied Arts & Sciences)		
Classifications and Grade	Common Salary Point	1.7.17 Per annum 2.50% \$
Education Officer -		
1st year of service	43	60,151
2nd year of service	48	62,822
3rd year of service	54	66,373
4th year of service	60	70,297
5th year of service	66	74,712

6th year of service	71	78,435
7th year of service	75	81,369
8th year of service	79	84,606
9th year of service and thereafter	84	88,851
Senior Education Officer -		
1st year of service	98	102,359
2nd year of service and thereafter	101	105,409
Allowance after 12 months on the 9th year of service: \$ per annum	-	2,785
After a further 12 months: \$ per annum	-	2,785

Education Officer Department of Training and Education Co-ordination Determination No.912 of 1996

Education Officer - Department of Education and Training	
Classification and Grades	1.7.17 Per annum 2.50% \$
Education Officer	
Step 1	86,801
Step 2	91,422
Step 3	96,242
Step 4	101,073
Special Program Co-ordinator	
Step 1	108,237
Step 2	112,664
Senior Education Officer	
Step 1	117,600
Step 2	120,517
Chief Education Officer	131,070
Chief Research Officer	131,070
Quality Assurance Co-ordinator	138,362
Principal Education Officer	146,845
Principal Research Officer	146,845
Principal Officer	146,845
Curriculum Manager	146,845

Engineers Agreement No. 1734 of 1971

Engineers		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Grade I Diplomate Experience Since Qualifying		
In first year	46	61,658
After one year	50	64,086
After two years	56	67,659
After three years	63	72,520
After four years	70	77,660
After five years	76	82,265
Grade I Graduate Experience Since Qualifying		
In first year	50	64,086
After one year	56	67,659
After two years	63	72,520
After three years	70	77,660
After four years	76	82,265

Grade II		
1st year of service	82	87,225
2nd year of service	86	90,585
3rd year of service	89	93,401
4th year of service and thereafter	92	96,116
Grade III		
1st year of service	97	101,252
2nd year of service	100	104,397
3rd year of service	104	108,373
4th year of service and thereafter	107	111,689
Grade IV		
1st year of service	112	117,291
2nd year of service	115	120,731
3rd year of service and thereafter	117	123,127
Grade V		
1st year of service	121	128,178
2nd year of service and thereafter	123	130,702
Grade VI		
1st year of service	125	133,595
2nd year of service and thereafter	127	136,461

Escorts and Travelling Attendants Agreement No.2270 of 1980

Escorts and Travelling Attendants	
Classification and Grades	1.7.17 Per annum 2.50% \$
Travelling Attendant	
1st Year	47,656
2nd Year	47,656
3rd Year	48,111
4th Year	49,694
Travelling Attendant (Hourly Rate)	
1st Year	24.04
2nd Year	24.04
3rd Year	24.27
4th Year	25.05
Escorts	
1st Year	56,791
2nd Year	56,791
3rd Year	57,306
4th Year	59,241
Rate A Applicable Mon-Fri and all overtime/travelling time/weekdays and public holidays = Hrly rate of Travelling Attendant + 10% +4/48ths	
1st Year	28.66
2nd Year	28.66
3rd Year	28.92
4th Year	29.86
Rate B Applicable first 8 hours on Saturday = Hrly rate of Travelling Attendant + 50% +4/48ths	
1st Year	39.07
2nd Year	39.07
3rd Year	39.42
4th Year	40.73

Rate C Applicable first 8 hours on Sunday = Hrly rate of Travelling Attendant + 75% +4/48ths	
1st Year	45.56
2nd Year	45.56
3rd Year	46.00
4th Year	47.51
Rate D Applicable first 8 hours on a Public Holiday = Hrly Rate of Travelling Attendant + 150%+4/48ths	
1st Year	65.09
2nd Year	65.09
3rd Year	65.70
4th Year	67.89

Gardening, Parks and Horticultural and Landscape Staff Amending Agreement No.2320 of 1981; Gardening Parks and Horticultural and Landscape Staff Agreement No.2266 of 1980; Determination No.767 of 12982

Gardening, Parks and Horticultural and Landscape Staff		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Gardener Tradesman	37	56,897
Gardener Experienced	30	53,439
Garden Labourer	20	48,225
Garden Labourer, 1st class	23	50,265
Chief Propagator (Royal Botanical Gardens)	43	60,151
Groundsman	33	54,827
Horticultural and Landscape Officers:		
Horticultural Assistants -		
1st year of service	33	54,827
2nd year of service	36	56,358
3rd year of service	38	57,369
4th year of service	40	58,440
5th year of service	42	59,561
6th year of service	44	60,598
7th year of service	46	61,658
Promotion beyond 3rd year rate dependent upon possession of the Certificate of Horticulture		
Ranger	30	53,439
Senior Ranger (plus appropriate Leading Hand Allowance)	30	53,439
Foreman	61	71,008
Foreman Special Grade	65	73,840
Superintendent, Centennial Park Supervisor	77	82,969
Royal Botanic Gardens and Mount Tomah		
1st year of service	68	76,028
2nd year of service	71	78,435
3rd year of service	73	79,922
Development Officer (Horticulture)	81	86,293
	82	87,225
	84	88,851
Living Collections Registrar	46	61,658
Mount Tomah	50	64,086
	53	65,798
	56	67,659

General Division Driver/Assistant etc Various Departments Agreement No.2478 of 1985

Car Drivers/Assistants		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Car Drivers - Driver/General Assistant	33	54,827
Departmental - Driver/Assistant	39	57,962
Departmental - Driver/Assistant (in Charge), Public Works Department	43	60,151
Ministerial Driver/Assistant * Salary Class 52 with allowance to Salary Class 122	39 80	57,962 85,525

General Division (Trade Based Groups) Agreement No.2301 of 1980; Amending Agreement 2317 of 1981; Determination No.764 of 1982

General Division (Trade Based Groups) Agreement		
	Common Salary Point	1.7.17 Per annum 2.50% \$
Artificer, Australian Museum and Art Gallery of NSW 1st year of service	43	60,151
2nd year of service and thereafter	45	61,187
Clerk of Works - Various Departments 1st year of service	68	76,028
2nd year of service	70	77,660
3rd year of service	73	79,922
4th year of service	75	81,369
5th year of service and thereafter	77	82,969
(Provided that in respect of officers appointed after 10th December, 1980, progression beyond the third year of service shall be dependent upon possession of the Building Foreman and Clerk of Works Certificate of the TAFE NSW*or a qualification deemed by the Industrial Authority to be appropriate and equivalent). (*Agencies are advised to check with TAFE institutes with regard to course qualifications)		
Deputy Senior Electrical Inspector, All Departments 1st year of service	78	83,935
2nd year of service	80	85,525
Electrical Foreman, Various Grade 2	64	73,224
Grade 3	68	73,224
Grade 5	77	82,969
Electrical Inspectors, Various 1st year of service	75	81,369
2nd year of service	77	82,969
Estimator, Various Departments 1st year of service	68	76,028
2nd year of service	70	77,660
Fitter Operators, Various On appointment	51	64,583
(i) NSW Electrician's Licence		52.98
(ii) Department of Industrial Relations First Class Refrigeration Certificate		16.76

(iii) Department of Industrial Relations Electrically Fired Boiler Attendant's Certificate		8.92
(iv) Department of Industrial Relations Open All Class Boiler Attendant's Certificate		16.77
(v) Refrigeration Mechanic's Certificate Course of the Sydney Technical College		16.77
Provided that, in addition to the above salary, allowances shall be paid to a Fitter Operator who has a licence or certificate specified hereunder and who is required to act upon such licence or certificate during the course of his duties.		
Food and Beverage Controller (S.C. 53) 1st year		57,962
(S.C. 57) 2nd year		59,561
Food School Assistant (S.C. 23) 1st year		47,407
(S.C. 24) 4th year		47,820
(S.C. 26) 7th year		48,225
Foreman Electrical Grade 2 (T83)	64	73,224
Grade 3 (T96)	68	76,110
Grade 5 (T126)	77	82,969
Other than Electrical - Grade 1 (T59)	57	68,256
Grade 2 (T72)	61	71,008
Grade 3 (T85)	65	73,840
Grade 4 (T111)	73	79,922
Grade 5 (T125)	77	82,969
Assistant Mechanical Foreman - (T72)	61	71,008
Property and Maintenance Officer, Youth And Community Services 1st year of service	77	82,969
2nd year of service and thereafter	80	85,525
Property Inspector, Public Trust Office 1st year of service	64	73,224
2nd year of service	67	75,476
3rd year of service	69	76,901
4th year of service and thereafter	73	79,922
Radio Technician, Police 1st year of service	47	62,305
2nd year of service	48	62,822
3rd year of service and thereafter	50	64,086
Scientific Instrument Maker, Various Departments 1st year of service and thereafter	51	64,583
Senior Apprenticeship Supervisor, Department of Industrial Relations On appointment	78	83,935
Senior Electrical Inspector, Various Departments 1st year of service	83	88,076
2nd year of service	85	89,781
Senior Estimator, Various Departments	71	78,435
Senior Mechanical Inspector 1st year of service	83	88,076
2nd year of service and thereafter	85	89,781
Senior Radio Technician, Police and Forestry Commission 1st year of service	57	68,256
2nd year of service and thereafter	58	68,929
Senior Works Supervisors, Various Departments 1st year of service	83	88,076
2nd year of service and thereafter	85	89,781

Textile Maintenance Officer		
1st year	44	60,598
2nd year	46	61,658
3rd year	47	62,305
4th year	49	63,469
Works Supervisors, Various Departments		
1st year of service	78	83,935
2nd year of service and thereafter	80	85,525

Glenfield Park School Staff, Department of Education Determination No. 787 of 1983

Department of Education		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Gardener Glenfield Park SSP	27	52,007

Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982; Amending Agreement No. 2520 of 1989

Guidance Officers, etc.(Excluding Department of Health)		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
(A) Non-Classified Positions Guidance Officer Department of Industrial Relations, Research Officer Department of Industrial Relations, Family and Community Services, Corrective Services, Department of Health NSW: Research Officer Non-Legally Qualified Law Reform Commission, Attorney General, Psychologist Department of Health NSW Corrective Services, Family and Community Services, Research Anthropologists Department of Health NSW, Social Anthropologists Department of Health NSW, Youth Counselling Officers Department of Industrial Relations		
1st year of service	43	60,151
2nd year of service	48	62,822
3rd year of service	54	66,373
4th year of service	60	70,297
5th year of service	66	74,712
6th year of service	71	78,435
7th year of service	75	81,369
8th year of service	79	84,606
9th year of service and thereafter	84	88,851

Clinical Psychologist Department of Health, Family and Community Services, Department of Attorney General		
1st year of service	79	84,606
2nd year of service	86	90,585
3rd year of service	91	95,235
4th year of service	96	100,243
5th year of service and thereafter	101	105,409
A Clinical Psychologist appointed to one of the following positions shall be paid as follows:		
Program Co-ordinator		
1st year of service	101	105,409
2nd year of service and thereafter	105	109,475
Senior Program Co-ordinator		
1st year of service	105	109,475
2nd year of service and thereafter	108	112,797
Program Director		
1st year of service	108	112,797
2nd year of service and thereafter	110	115,033
Project Director Department of Health NSW		
1st year of service	91	95,235
2nd year of service and thereafter	96	100,243
Rehabilitation Counsellor Workers Compensation Commission		
1st year of service	66	74,712
2nd year of service	71	78,435
3rd year of service and thereafter	75	81,369
Senior Rehabilitation Counsellor Workers Compensation Commission		
1st year of service	79	84,606
2nd year of service and thereafter	84	88,851
(B) Classified Positions (Group a)		
Senior Guidance Officer, District Guidance Officer, Grade I, Careers Research Officer, Division of Vocational Guidance Services, Department of Industrial Relations, Senior Research Psychologist Department of Health NSW On Appointment	101	105,409
Group (b)		
Deputy Senior Psychologist, Family and Community Services, Chief Research Psychologist, Department of Health NSW, Senior Research Officer, Senior Psychologist, Corrective Services, District Guidance Officer, Grade II, OIC Research Section, OIC		
Special Section for Handicapped Persons, Division of Vocational Guidance Services, Principal Counsellor, Youth Counselling Service, Department of Industrial Relations On Appointment	105	109,475
Group (c)		
Senior Clinical Psychologist, Department of Health NSW, and Family and Community Services, Regional Psychologist New England Region, Department of Health NSW, Psychologist In Charge Department of Health NSW On Appointment	105	109,475

Group (d) Chief Guidance Officer Department of Industrial Relations On Appointment	110	115,033
Chief Psychologist Corrective Services On Appointment	114	119,548
Assistant Director Division of Vocational Guidance Services Department of Industrial Relations On Appointment	115	120,731
Deputy Director, Division of Health Services, Research Department of Health, NSW, Principal Clinical Psychologist, Principal Psychologist, Department of Health NSW, Senior Research Consultant (Personal to Dr. J. Kraus) Family and Community Services, Principal Psychologist, Psychological Counselling Service, Family and Community Services Principal Psychologist (Bureau of Personal Health Services) Department of Health NSW On Appointment	120	127,085
Deputy Director, Division Of Vocational Guidance Services, Department of Industrial Relations On Appointment	125	133,595

Note: For Psychologist classifications refer to the Crown Employees (Psychologists) Award 2017 or Psychologists, Community Offender Services, Department of Corrective Services Determination No. 958 of 2008

Interpretive Assistants, National Parks and Wildlife Service, Industrial Authority Determination

Interpretive Assistants, National Parks and Wildlife Service		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Interpretive Assistants		
Year 1	43	60,151
Year 2	47	62,305

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific), Various Departments; Agreement No.2369 of 1982

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific), Various Departments		
Classifications	Common Salary Point	1.7.17 Per annum 2.50% \$
Laboratory Attendant (Junior)		
At 16 and under	4	29,855
At 17	6	33,880
At 18	8	38,481
At 19	11	43,557
At 20	18	47,407
Laboratory Attendant General Scale (Adult)		
1st year of service	24	50,759
2nd year of service	26	51,592
3rd year of service and thereafter	28	52,447

Laboratory Attendant Grade 1 (Adult)		
1st year of service	28	52,447
2nd year of service	31	53,865
3rd year of service and thereafter	33	54,827
Technical Officer (Scientific) Grade 1		
1st year of service	36	56,358
2nd year of service	38	57,369
3rd year of service	41	59,097
4th year of service	43	60,151
5th year of service	46	61,658
6th year of service and thereafter	50	64,086
7th year of service	53	65,798
8th year of service and thereafter	56	67,659
Technical Officer (Scientific) Grade II		
1st year of service	63	72,520
2nd year of service	66	74,712
3rd year of service	70	77,660
4th year of service	76	82,265
Senior Technical Officer (Scientific) Grade 1		
1st year of service	81	86,293
2nd year of service	83	88,076
3rd year of service and thereafter	84	88,851
Senior Technical Officer (Scientific) Grade II		
1st year of service	84	88,851
2nd year of service	87	91,559
3rd year of service	89	93,401
4th year of service	92	96,116
5th year of service and thereafter	95	99,204
Trainee Technical Officer (Scientific)		
1st year	5	31,750
2nd year	7	36,012
3rd year	9	40,805
4th year	13	44,386

Legal Officers, Various Departments Agreement No.2375 of 1982

Legal Officers, Various Departments		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Legal Officers		
Grade I		
1st year of service	51	64,583
2nd year of service	55	67,031
3rd year of service	58	68,929
4th year of service	61	71,008
5th year of service	65	73,840
Grade II		
1st year of service	73	79,922
2nd year of service	78	83,935
3rd year of service	84	88,851
4th year of service	89	93,401
5th year of service	93	97,126
Grade III		
1st year of service	98	102,359
2nd year of service	101	105,409
3rd year of service	105	109,475

Grade IV		
1st year of service	112	117,291
2nd year of service	114	119,548
Grade V		
1st year of service	119	125,714
2nd year of service	121	128,178
Grade VI		
1st year of service	126	135,045
2nd year of service	128	137,891

Maintenance Officer State Library of NSW, Determination No.939 of 2004

Maintenance Officer State Library of NSW	
Classification	1.7.17 Per annum 2.50% \$
Maintenance Officer	
1st year of service	61,509
2nd year of service	64,784

Media Monitoring Unit, Premier's Department Agreement No.2546 of 1997

Media Monitors		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Media Monitor, Level 1		
1st year of service	61	71,008
2nd year of service	65	73,840
3rd year of service	69	76,901
4th year of service	74	80,557
Senior Media Monitor, Level 2		
1st year of service	78	83,935
2nd year of service	82	87,225
3rd year of service	86	90,585
4th year of service	89	93,401

Ministerial Drivers' Salaries and Conditions - New South Wales Premier's Department Determination No.953 of 2007

Ministerial Drivers		
	Common Salary Point	1.7.17 Per annum 2.50% \$
Ministerial Driver	39	57,962
Out of Hours Work Allowance (calculated as 34 hours at ordinary time of base salary)	-	51,860

Miscellaneous Professional Officers, Department of Water Resources Agreement No.2535 of 1991

Miscellaneous Professional Officers, Department of Water Resources	Common	1.7.17
Classification and Grades	Salary Points	Per annum 2.50% \$
Cadets/Trainees		
1st year of service	8	38,481
2nd year of service	11	43,557
3rd year of service	17	46,945
4th year of service	25	51,177
5th year of service	32	54,387
6th year of service	37	56,897
General Scale		
1st year of service	37	56,897
2nd year of service	44	60,598
3rd year of service	51	64,583
4th year of service	58	68,929
5th year of service	64	73,224
6th year of service	71	78,435
Grade 1		
1st year of service	72	79,103
2nd year of service	75	81,369
3rd year of service	78	83,935
Thereafter	81	86,293
Grade 2		
1st year of service	85	89,781
Thereafter	87	91,559
Grade 3		
1st year of service	90	94,327
Thereafter	95	99,204
Grade 4		
1st year of service	99	103,341
Thereafter	102	106,418
Grade 5		
1st year of service	108	112,797
Thereafter	111	116,157
Grade 6		
1st year of service	116	121,917
Thereafter	121	128,178

Parliament House, Administrative and Clerical Officers, Determination of the Presiding Officers

Administrative and Clerical Officers, Parliament House	Common	1.7.17
Classification and Grades	Salary Points	Per annum 2.50% \$
Clerks General Scale		
1st year of service or 18	7	36,012
2nd year of service min. at 20	11	43,557
3rd year of service min. at 21	17	46,945
4th year of service	20	48,225
5th year of service	23	50,265
6th year of service	25	51,177
7th year of service	28	52,447
8th year of service	32	54,387
9th year of service	36	56,358
10th year of service	40	58,440

Officer with HSC at 19 paid not less than	9	40,805
Grade 1 - 1st year of service	46	61,658
Thereafter	49	63,469
Grade 2 - 1st year of service	52	65,240
Thereafter	55	67,031
Grade 3 - 1st year of service	58	68,929
Thereafter	61	71,008
Grade 4 - 1st year of service	64	73,224
Thereafter	67	75,476
Grade 5 - 1st year of service	75	81,369
Thereafter	78	83,935
Grade 6 - 1st year of service	82	87,225
Thereafter	85	89,781
Grade 7 - 1st year of service	88	92,470
Thereafter	91	95,235
Grade 8 - 1st year of service	95	99,204
Thereafter	98	102,359
Grade 9 - 1st year of service	101	105,409
Thereafter	104	108,373
Grade 10 - 1st year of service	108	112,797
Thereafter	111	116,157
Grade 11 - 1st year of service	116	121,917
Thereafter	120	127,085
Grade 12 - 1st year of service	126	135,045
Thereafter	130	140,996

Parliament House, Other Clerical Officers Determinations of the Presiding Officers

Other Clerical Officers, Parliament House		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Grade 1 - Group A - 1st year of service or under 17	1	25,068
2nd year of service or 17	4	29,855
3rd year of service or 18	6	33,880
Group B - 1st year of service or under 17	2	26,747
2nd year of service or 17	4	29,855
3rd year of service	6	33,880

Grade 1 -		
4th year of service	19	40,805
5th year of service	20	43,557
6th year of service	17	46,945
7th year of service	20	48,225
8th year of service	23	50,265
9th year of service	25	51,177
10th year of service	28	52,447
Grade 1/2 -		
Group C -		
1st year of service or under 17	3	28,159
2nd year of service or 17	6	33,880
3rd year of service or 18	9	40,805
Group D only -		
Officer with HSC at 19 paid not less than	9	40,805
4th year of service or 19	11	43,557
5th year of service or 20	17	46,945
6th year of service	20	48,225
7th year of service	23	50,265
8th year of service	25	51,177
9th year of service	28	52,447
10th year of service	32	54,387
11th year of service	36	56,358
12th year of service	40	58,440
Grade 3 -		
1st year of service	46	61,658
2nd year of service	49	63,469
Grade 3/4 -		
1st year of service	46	61,658
2nd year of service	49	63,469
3rd year of service	52	65,240
4th year of service	55	67,031
Grade 4 -		
1st year of service	52	65,240
2nd year of service	55	67,031
Grade 5 -		
1st year of service	58	68,929
2nd year of service	61	71,008
Grade 6 -		
1st year of service	64	73,224
2nd year of service	67	75,476
Grade 7 -		
1st year of service	75	81,369
2nd year of service	78	83,935
Grade 8 -		
1st year of service	82	87,225
2nd year of service	85	89,781

Parliamentary Attendant Staff, Determinations of the Presiding Officers

Parliamentary Attendant Staff		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Parliamentary Officer - Attendant, Grade 1		
1st year of service	32	54,387
2nd year of service	36	56,358
Thereafter	40	58,440
Grade 2		
1st year of service	41	59,097
Thereafter	43	60,151
Grade 3		
1st year of service (Level 1)	46	61,658
Thereafter (Level 2)	49	63,469
Grade 4	55	67,031
Grade 5	61	71,008

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff), Agreement 2379 of 1981, Agreement 2381 of 1981, Agreement 2382 of 1981

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff)		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
**Parliamentary Officers Chef - Grade 4 (Head Chef)		
1st year	82	87,225
2nd year and thereafter	85	89,781
**Parliamentary Officer Chef - Grade 3 (Chef)	47	62,305
**Parliamentary Officer Chef - Grade 2 - (Assistant Chef)	37	56,897
Parliamentary Steward		
1st year	48	62,822
2nd year and thereafter	50	64,086
Dining Room Supervisor	40	58,440
Assistant Dining Room Supervisor	32	54,387
**Catering Supervisor (Cafeteria Supervisor)	34	55,342
**Catering Supervisor (Room Service Supervisor)	32	54,387
Senior Dining Room Attendant/Cleaner	29	52,986
Dining Room Attendant/Cleaner	27	52,007
Senior Bartender	30	53,439
Bartender	-	50,737
Kitchen Attendant	27	52,007
Kitchen Assistant	-	49,068
Stock Clerk -		
1st year	38	57,369
2nd year	40	58,440
3rd year and thereafter	43	60,151
Pantry Supervisor	34	55,342
Assistant Pantry Supervisor	30	53,439
**Cleaning Supervisor (Foreman Cleaner)	30	53,439
**Assistant Cleaning Supervisor (Assistant Foreman Cleaner)	-	50,737
General Useful	-	49,068

Stores Officer		
1st year	-	57,962
2nd year and thereafter	-	59,097
Housekeeper	-	47,719
*Senior Laundry Assistant	-	47,288
Laundry Assistant	-	46,819
Cleaner	-	46,819
**Horticulturalist Grade 2 (Gardener - experienced)	32	54,387
*Attendant/Gatekeeper	-	49,068
*Parliament House Security Officer	41	59,097
*Position deleted from establishment.		
**Title of position changed - old title appears in brackets.		

Parole Officers, Department of Corrective Services, Industrial Authority Determination

Parole Officers, Department of Corrective Services		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Parole Officer		
Min 3	58	68,929
Max 3	61	71,008
Min 4	64	73,224
Max 4	67	75,476
Min 5	75	81,369
Max 5	78	83,935
Min 6	82	87,225
Max 6	85	89,781
Unit Leader		
Min 7	88	92,470
Max 7	91	95,235
Min 8	95	99,204
Max 8	98	102,359
District Manager 4		
Min 7	88	92,470
Max 7	91	95,235
Min 8	95	99,204
District Manager 3		
Min 8	95	99,204
Max 8	98	102,359
Min 9	101	105,409
Max 9	104	108,373
District Manager 2		
Min 9	101	105,409
Max 9	104	108,373
Min 10	108	112,797
Max 10	111	116,157
District Manager 1		
Min 10	108	112,797
Max 10	111	116,157
Min 11	116	121,917
Max 11	120	127,085

Petty Sessions Officers - Local Courts Administration Determination 741 of 1982

Petty Sessions Officers - Local Courts Administration		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Grade 1/2		
1st year of service	7	36,012
2nd year of service	11	43,557
3rd year of service	17	46,945
4th year of service	20	48,225
5th year of service	23	50,265
6th year of service	25	51,177
7th year of service	28	52,447
8th year of service	32	54,387
9th year of service	36	56,358
10th year of service	40	58,440
Officer with HSC at 19 paid not less than	9	40,805
General Scale		
Grade 3		
1st year of service Max 1	49	63,469
2nd year of service Min 2	52	65,240
Thereafter Max 2	55	67,031
Grade 4		
1st year of service Max 3	61	71,008
2nd year of service Min 4	64	73,224
Thereafter Max 4	67	75,476
Grade 5		
1st year of service Max 5	78	83,935
2nd year of service Min 6	82	87,225
Thereafter Max 6	85	89,781
Grade 6		
1st year of service Min 8	95	99,204
Thereafter Max 9	104	108,373
Grade 7		
1st year of service Min 11	116	121,917
Thereafter Min 12	126	135,045

Pharmacists Agreement 2441 of 1982

Pharmacists	
Classification and Grade	1.7.17 Per annum 2.50% \$
Pharmacist - Grade 1	
1st year	59,003
2nd year	61,208
3rd year	64,955
4th year	69,429
5th year	74,245
6th year	78,961
7th year	82,787
8th year	85,453
Pharmacist - Grade 2 After 2 yrs on maximum	88,004
Part-time Pharmacist	47.00

Pharmaceutical Advisor, Pharmaceutical Services Branch	
1st year	95,605
2nd year	98,812
3rd year	101,573
4th year	104,339
Principal Pharmaceutical Advisor Pharmaceutical Services Branch	
1st year	114,244
2nd year	117,126
Deputy Chief Pharmacist Pharmaceutical Services Branch	
1st year	121,006
2nd year	124,018
Chief Pharmacist Pharmaceutical Services Branch	
1st year	133,563
2nd year	136,699
Chief Pharmacist Group 1 & 3, Grade 5 Corrections Health Service	
1st year	114,238
2nd year	117,127

Psychologists, Community Offender Services, Department of Corrective Services Determination No. 963 of 2008

Psychologists, Community Offender Services - Department of Corrective Services		
Classification and Grades	Common Salary Points	1.7.17 Per annum 2.50% \$
Senior Psychologist Year 1	-	117,105
Senior Psychologist Year 2	-	122,031
Senior Psychologist Year 3 and thereafter	-	126,956
Senior Specialist Psychologist Year 1	-	136,809
Senior Specialist Psychologist Year 2	-	140,740
Senior Specialist Psychologist Year 3 and thereafter	-	144,708
Community Based Incidental Allowance	-	2,967

Publicity Officers and Public Relations Officers Agreement No.2126 of 1975

Publicity Officers and Public Relations Officers		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Assistant Publicity Officers		
1st year of service	59	69,650
2nd year of service	62	71,677
Publicity Officers		
1st year of service	69	76,901
2nd year of service	72	79,103
3rd year of service and thereafter	74	80,557
Senior Publicity Officers, Dept of Education & Training		
1st year of service and thereafter	100	104,397

Public Relations Officer		
Grade II		
1st year of service	87	91,559
2nd year of service	89	93,401
3rd year of service and thereafter	91	95,235
Grade I		
1st year of service	103	107,398
2nd year of service	105	109,475
3rd year of service and thereafter	107	111,689
Allowance in lieu of overtime (per annum)	-	12,050

Scientific Officers Various Departments Agreement No. 2433 of 1982

Scientific Officers, Various Departments		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Grade I		
1st year of service	46	61,658
2nd year of service	50	64,086
3rd year of service	56	67,659
4th year of service	63	72,520
5th year of service	70	77,660
6th year of service and thereafter	76	82,265
Grade II		
1st year of service	81	86,293
2nd year of service	84	88,851
3rd year of service	87	91,559
4th year of service and thereafter	91	95,235
Grade III		
1st year of service	95	99,204
2nd year of service	98	102,359
3rd year of service and thereafter	100	104,397
Grade IV		
1st year of service	105	109,475
2nd year of service	108	112,797
3rd year of service and thereafter	110	115,033
Grade V		
1st year of service	114	119,548
2nd year of service and thereafter	117	123,127
Grade VI		
1st year of service	120	127,085
2nd year of service	123	130,702

Security Officers and Senior Security Officers Various Departments Determination No.768 of 1982

Security Officers and Senior Security Officers, Various Departments		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Security Officer	25	51,177
Senior Security Officer	30	53,439
Chief Security Controller - Sydney		
1st year	75	81,369
2nd year	78	83,935

Chief Security Officer - Sydney (S.C. 85) 1st year	60	70,297
(S.C. 92) 2nd year Newcastle - (S.C. 80)	64	73,224
	57	68,256

Social Workers, Various Departments Agreement No.2374 of 1982

Social Workers, Various Departments		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Social Worker, Community Services Consultant		
1st year of service	44	60,598
2nd year of service	49	63,469
3rd year of service	55	67,031
4th year of service	61	71,008
5th year of service	67	75,476
6th year of service	71	78,435
7th year of service	75	81,369
8th year of service	79	84,606
9th year of service and thereafter	84	88,851
Senior Allotment Officer	89	93,401
Community Services Officer	96	100,243
Social Worker Grade I	89	93,401
Senior Social Worker	96	100,243
Regional Social Work Adviser		
South Eastern, Orana and Far West and South Western Health Regions	89	93,401
Central Western, North Coast, Illawarra and New England Health Regions	96	100,243
Southern Metropolitan, Northern Metropolitan, Western Metropolitan and Hunter Health Regions	107	111,689

Stores Officers Various Departments Agreement No. 2038 of 1973; Determination 534 of 1978; Determination 747 of 1982

Stores Officer, Various Departments		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Stores Officers		
Grade 1		
1st year of service	31	53,865
2nd year of service and thereafter	33	54,827
Grade 2		
1st year of service	34	55,342
2nd year of service and thereafter	35	55,790
Grade 3		
1st year of service	36	56,358
2nd year of service and thereafter	37	56,897
Grade 4		
1st year of service	39	57,962
2nd year of service	41	59,097
3rd year of service and thereafter	41	59,097

Stores and Despatch Officer Art Gallery of N.S.W.		
1st year of service	39	57,962
2nd year of service	40	58,440
3rd year of service and thereafter	41	59,097
Drug Checker and Counter Hand Commercial Services Group		
1st year of service	37	56,897
2nd year of service and thereafter	38	57,369
Area Supervisors Commercial Services Group		
1st year of service	46	61,658
2nd year of service and thereafter	48	62,822
Second O.I.C. (Other Areas) Commercial Services Group		
1st year of service	37	56,897
2nd year of service and thereafter	38	57,369
Area Supervisors (Shea's Creek Stores) Despatch Section, Government Supply Department		
1st year of service	52	65,240
2nd year of service and thereafter	55	67,031
Packing Section and Sheds 68-72 Commercial Services Group		
1st year of service	49	63,469
2nd year of service and thereafter	51	64,583
Section O.I.C. (Areas) Commercial Services Group		
1st year of service	41	59,097
2nd year of service and thereafter	43	60,151
Packing Section and Sheds 68-72 Commercial Services Group		
1st year of service	39	57,962
2nd year of service and thereafter	40	58,440
Assistant Inspector of Packing and Quality Control, Commercial Services Group	56	67,659
Inspector of Packing and Quality Control, Commercial Services Group	59	69,650
Controller of Order Processing, Commercial Services Group	59	69,650
Stores Controller, CMA	46	61,658
Assistant Stores Controller, CMA	40	58,440
Chief Stores Officer, Government Motor Garage		
1st year of service	46	61,658
2nd year of service	48	62,822
3rd year of service and thereafter	49	63,469

Surveyors, Trigonometrical surveyors and Cartographic Surveyors, Various Departments Agreement No. 2449 of 1982

Surveyors, Trigonometrical Surveyors and Cartographic Surveyors, Various Departments		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Grade I		
1st year of service	50	64,086
2nd year of service	56	67,659
3rd year of service	63	72,520
4th year of service	70	77,660
5th year of service and thereafter	76	82,265
Grade II		
1st year of service	82	87,225
2nd year of service	86	90,585
3rd year of service	89	93,401
4th year of service and thereafter	92	96,116

Grade III		
1st year of service	97	101,252
2nd year of service	100	104,397
3rd year of service	104	108,373
4th year of service and thereafter	107	111,689
Grade IV		
1st year of service	112	117,291
2nd year of service	115	120,731
3rd year of service and thereafter	117	123,127
Grade V		
1st year of service	121	128,178
2nd year of service and thereafter	123	130,702

Technical Officers (Engineering) Determination No.803 of 1983

Technical Officers (Engineering)		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Grade 1		
1st year of service	48	62,822
2nd year of service	51	64,583
3rd year of service	54	66,373
4th year of service	56	67,659
5th year of service	59	69,650
Grade 2		
1st year of service	64	73,224
2nd year of service	66	74,712
3rd year of service	68	76,028
4th year of service	70	77,660
Grade 3		
1st year of service and thereafter	77	82,969
Senior Technical Officer		
Grade 1		
1st year of service	75	81,369
2nd year of service	77	82,969
3rd year of service	80	85,525
Grade 2		
1st year of service	83	88,076
2nd year of service	86	90,585
Grade 3		
	90	94,327

Technical Surveyors, All Departments Agreement No. 2494 of 1986

Technical Surveyors, All Departments		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Assistant Technical Surveyors		
1st year of service	2	26,747
2nd year of service	5	31,750
3rd year of service	7	36,012
4th year of service	11	43,557
5th year of service	17	46,945
6th year of service	20	48,225
7th year of service	23	50,265

8th year of service	25	51,177
9th year of service	28	52,447
10th year of service	32	54,386
11th year of service	36	56,358
12th year of service	40	58,440
13th year of service	46	61,658
14th year of service	49	63,469
15th year of service	52	65,240
16th year of service	55	67,031
Officer with HSC at 19 paid not less than	9	40,805
Technical Surveyor Grade 1		
1st year of service	58	68,929
2nd year of service	61	71,008
3rd year of service	64	73,224
4th year of service	67	75,476
Grade 2		
1st year of service	73	79,922
2nd year of service	76	82,265
3rd year of service	80	85,525
4th year of service	83	88,076
Grade 3		
1st year of service	88	92,470
2nd year of service	91	95,235

Technician (Security Services), Department of Education and Training, Public Service Board Determination, dated 4 February, 1988

Technician (Security Services) - Department of Education and Training		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Grade 1		
Year 1	59	69,650
Thereafter	60	70,297
Grade 2		
Year 1	62	71,677
Thereafter	63	72,520
On call allowance	-	263.20

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyard) Salaries Agreement No.2418 of 1982

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyard)		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
Timekeeper and/or Storekeeper		
Grade I		
1st year of service	34	55,342
2nd year of service	37	56,897
Grade II		
1st year of service	39	57,962
2nd year of service	42	59,561
Assistant to Supervisory Timekeeper On Appointment	43	60,151

Special Grade		
1st year of service	45	61,187
2nd year of service	46	61,658

Tracers, Various Departments Agreement No.2192 of 1975

Tracers, Various Departments		
Classification and Grades	Common Salary Point	1.7.17 Per annum 2.50% \$
General Scale		
1st year of service or under 17	2	26,747
2nd year of service or 17	4	29,855
3rd year of service or 18	6	33,880
4th year of service or 19	8	38,481
5th year of service or 20	10	43,162
6th year of service or 21	17	46,945
7th year of service	19	47,820
8th year of service	23	50,265
9th year of service	25	51,177
Grade 1		
1st year of service	26	51,592
2nd year of service	28	52,447
Grade 2		
1st year of service	31	53,865
2nd year of service	33	54,827
Grade 3		
1st year of service	35	55,790
2nd year of service	37	56,897
Grade 4		
1st year of service	39	57,962
2nd year of service	40	58,440

Visual Aids Officers Agreement No.1810 of 1971

Department of Education and Training/TAFE		
Classification	Common Salary Point	1.7.17 Per annum 2.50% \$
Non-Graduate		
1st year	41	59,097
2nd year	47	62,305
3rd year	52	65,240
4th year	57	68,256
5th year	62	71,677
6th year	66	74,712
7th year	79	76,901
8th year	71	78,435
Graduate		
1st year	43	60,151
2nd year	48	62,822
3rd year	54	66,373
4th year	60	70,297
5th year	66	74,712
6th year	71	78,435
7th year	75	81,369

8th year	79	84,606
9th year	84	88,851
Senior Visual Aids Officer		
1st year	81	86,293
2nd year	85	89,781
3rd year	89	93,401
4th year`	94	98,170

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (SAS TRUSTEE CORPORATION) AWARD
2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. IRC 2017/173981)

Before Chief Commissioner Kite

14 June 2017

AWARD

PART A

SECTION 1 - FRAMEWORK

1. Arrangement

Clause No. Subject Matter

PART A

SECTION 1 - FRAMEWORK

1. Arrangement
2. Title
3. Definitions
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9. Grievance and Dispute Settling Procedures
10. Salaries and Grades

SECTION 2 - ATTENDANCE/HOURS OF WORK

11. Working Hours
12. Casual Employment
13. Part-Time Employment
14. Morning and Afternoon Breaks
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PART B

MONETARY RATES

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2. Title

This award shall be known as the Crown Employees (SAS Trustee Corporation) Award 2017.

3. Definitions

- 3.1 Act means the *Government Sector Employment Act 2013*.
- 3.2 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.
- 3.3 Agreement means an agreement referred to in section 51 of the Act or an agreement as defined in the *Industrial Relations Act 1996 (NSW)*.
- 3.3 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.4 At the convenience of means the operational requirements permit the employee's release from duty or that satisfactory arrangements are able to be made for the performance of the employee's duties during the absence.

- 3.5 Award means an award as defined in the *Industrial Relations Act 1996*.
- 3.6 Birth means the birth of a child and includes stillbirth.
- 3.7 Capital City means the area set out as the area for the Sydney Telephone District Directory coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.
- 3.8 Casual Employee means any employee engaged in terms of section 43 of the Act, and any guidelines issued thereof or as amended from time to time.
- 3.9 Chief Executive Officer means the Chief Executive of SAS Trustee Corporation as defined in the *Superannuation Administration Act 1996 (NSW)* or any acting Chief Executive Officer.
- 3.10 Contract hours, for the day for a full time employee, means one fifth of the full time contract hours, as defined in this award. For a part time employee, contract hours for the day means the hours usually worked on the day.
- 3.11 Corporation means the SAS Trustee Corporation, as defined in the Act.
- 3.12 Daily rate or Rate per day means the rate payable for 24 hours, unless otherwise specified.
- 3.13 Day worker means an employee who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 a.m. and 6.00 p.m. or as negotiated under a local arrangement.
- 3.14 Employees means persons employed by the Corporation under Section 21 of the Act whose positions and rates of pay are set out in Table 2 - Salary Rates of Part B Monetary Rates of this award. For the purposes of maternity leave, as set out in clause 64, Parental Leave of this award, employee means a female employee.
- 3.15 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.
- 3.16 Extended leave means extended (long service) leave to which an employee is entitled under the provisions of the Act, as amended from time to time.
- 3.17 Flexible working hours credit means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.
- 3.18 Flexible working hours debit means the contract hours not worked by an employee and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.
- 3.19 Flexible working hours scheme means the scheme outlined in clause 21, Flexible Working Hours of this award which enables employees, subject to operational requirements, to select their starting and finishing times and which replaces the Flexible Working Hours Agreement No 2275 of 1980.
- 3.20 Flexible Work Practices, Policy and Guidelines means the document negotiated between the Director of Public Employment, Unions NSW and affiliated unions which enables employees to rearrange their work pattern.
- 3.21 Flex leave means a period of leave available to be taken by an employee as specified in subclause 21.16 of clause 21, Flexible Working Hours of this award.
- 3.22 Full day means the standard full time contract hours for the day, i.e. seven hours.
- 3.23 Full pay or half pay means the employee's ordinary rate of pay or half the ordinary rate of pay respectively.

- 3.24 Full-time contract hours means the standard weekly hours, that is, 35 hours per week required to be worked.
- 3.25 Full-time employee means an employee whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.
- 3.26 Half day means half the standard contract hours for the day.
- 3.27 Headquarters means the centre(s) to which an employee is attached or from which an employee is required to operate on a long-term basis.
- 3.28 Industrial action means industrial action as defined in the Industrial Relations Act 1996 (NSW).
- 3.29 Industrial Relations Secretary means the person, within the meaning of the *Government Sector Employment Act 2013*, who is for the purposes of any proceedings relating to Public Service employees held before a competent tribunal having jurisdiction to deal with industrial matters, taken to be the employer of Public Service employees.
- 3.30 Local Arrangement means an agreement reached at the organisational level between the Chief Executive Officer and the Association.
- 3.31 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.
- 3.32 Normal hours of duty means:
- for an employee working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;
- for an employee working under a flexible working hours scheme or local arrangement - the hours of duty the Chief Executive Officer requires an employee to work within the bandwidth specified under the flexible working hours scheme or local arrangement.
- 3.33 Normal work means, for the purposes of subclause 9.10 of clause 9, Grievance and Dispute Settling Procedures of this award, the work carried out in accordance with the employee's position or job description at the location where the employee was employed, at the time the grievance or dispute was notified by the employee.
- 3.34 On duty means the time required to be worked for the Corporation. For the purposes of clause 42, Trade Union Activities Regarded as On Duty of this award, on duty means the time off with pay given by the Corporation to the accredited 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.
- 3.35 On loan means an arrangement between the Corporation 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 Corporation for the employee's salary and associated on-costs.
- 3.36 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in Table 2 - Salary Rates of Part B Monetary Rates of this award calculated using the formula set out in clause 12, Casual Employment of this award.
- 3.37 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Chief Executive Officer, which, due to its character or special circumstances, cannot be performed during the employees' ordinary hours of duty.

- 3.38 Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.
- 3.39 Part-time employee means an employee whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.
- 3.40 Prescribed starting time means, for an employee not working under a flexible working hours scheme, the commencement of standard daily hours of that employee. For an employee working under a flexible working hours scheme, prescribed starting time means the commencement of bandwidth of the scheme applying to that employee.
- 3.41 Public holiday means a day proclaimed under the *Banks and Bank Holidays Act 1912*, as a bank or a public holiday. This definition 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.
- 3.42 Relief staff means staff 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.
- 3.43 Residence, in relation to an employee, means the ordinary and permanent place of abode of the employee.
- 3.44 Special leave means the employee is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.
- 3.45 Standard hours are set and regular hours of operation as determined by the Chief Executive Officer in accordance with any direction under the Act. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.
- 3.46 Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Chief Executive Officer, if the activities to be undertaken are considered to be of relevance or value to the Corporation and/or the public service.
- 3.47 Study Time means the time allowed off from normal duties on full pay to an employee who is studying in a part-time course which is of relevance to the Corporation and/or the public service.
- 3.48 Supervisor means the immediate supervisor or manager of the area in which an employee is employed or any other employee 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.
- 3.49 Temporary work location means the place at or from which an employee temporarily performs official duty if required to work away from headquarters.
- 3.50 Trade Union or Union means a registered trade union, as defined in the Industrial Relations Act 1996.
- 3.51 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.
- 3.52 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.
- 3.53 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 the Corporation or part of the Corporation.

4. Parties to the Award

The parties to this award are:

SAS Trustee Corporation, as defined by the *Government Sector Employment Act 2013*;

Industrial Relations Secretary; and

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

5. Conditions of Employment

This award contains the current common conditions of employment as negotiated by the SAS Trustee Corporation and the Association.

6. Coverage

The provisions of this Award shall apply to employees employed by the SAS Trustee Corporation under in positions to which the classification structure and/or salary range contained in table 2 of this Award applies.

7. Statement of Intent

This award aims to consolidate, in the one document, all common conditions of employment of staff employed by the SAS Trustee Corporation, to encourage the consultative processes at the various organisational levels, to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that the excess hours, accumulated as a result of the Corporation's work requirements, are not forfeited.

8. Work Environment

- 8.1 Work Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces covered by this award by:
- 8.1.1 the development of policies and guidelines for the Corporation and, as and when appropriate for individual organisations, on Work Health, Safety and Rehabilitation;
 - 8.1.2 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; and to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies.
 - 8.1.3 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;
 - 8.1.4 developing strategies to assist the rehabilitation of injured employees;
 - 8.1.5 directly involving the Chief Executive Officer in the provisions of paragraphs 8.1.1 to 8.1.4 inclusive of this subclause.
- 8.2 Equality in employment - The Corporation is committed to the achievement of equality in employment and the Award has been drafted to reflect this commitment.
- 8.3 Harassment-free Workplace - Harassment on the grounds of sex, race, marital 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 staff of Corporations are required to refrain from, or being party to, any form of harassment in the workplace.

9. Grievance and Dispute Settling Procedures

- 9.1 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.
- 9.2 An employee is required to notify in writing their immediate manager, as to the substance of the dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 9.3 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, to the Chief Executive Officer or delegate.
- 9.4 The immediate manager, or other appropriate officer, 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.
- 9.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Chief Executive Officer.
- 9.6 If the matter remains unresolved, the Chief Executive Officer 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.
- 9.7 An employee, at any stage, may request to be represented by the Association.
- 9.8 The employee or the Association on their behalf or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.9 The employee, the Association, and the Corporation shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.10 Whilst the procedures outlined in subclauses 9.1 to 9.9 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 employee or member of the public.

10. Salaries and Grades

- 10.1 The salaries payable to the employees are prescribed in Table 2 - Salary Rates of Part B, Monetary Rates, of this award.
- 10.2 Positions within SAS Trustee Corporation will be attributed to a classification grade by way of a job evaluation methodology and criteria agreed to by the parties.
- 10.3 The Corporation and employee(s) can agree to salary sacrifice arrangements consistent with the arrangements under the Crown Employees (Public Sector - Salaries 2017) Award or any variation or replacement award.

SECTION 2 - ATTENDANCE/HOURS OF WORK

11. Working Hours

- 11.1 Ordinary hours of work are 35 hours per week.
- 11.2 Where employees work under a flexitime arrangement work hours are averaged over a 4 week period.
- 11.3 The Chief Executive Officer may require an employee to perform duty beyond the hours determined under subclause 11.1 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:
 - 11.3.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 11.3.2 any risk to employee's health and safety,
 - 11.3.3 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,
 - 11.3.4 the notice (if any) given by the Chief Executive Officer regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours, or
 - 11.3.5 any other relevant matter.
- 11.4 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.

12. Casual Employment

- 12.1 This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.
- 12.2 Hours of Work
 - 12.2.1 A casual employee is engaged and paid on an hourly basis.
 - 12.2.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
 - 12.2.3 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 arrangement covering the particular class of work or are required by the usual work pattern of the position.
- 12.3 Rate of Pay
 - 12.3.1 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 52.17857 divided by the ordinary weekly hours.
 - 12.3.2 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.

12.3.3 Casual employees shall also receive a 1/12th loading in lieu of annual leave.

12.3.4 The loadings specified in paragraph 12.3.2 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.

12.4 Overtime

12.4.1 Casual employees shall be paid overtime for work performed:

- (a) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local arrangement covering the particular class of work or are required by the usual work pattern of the position; or
- (b) In excess of the standard weekly roster of hours for the particular class of work; or
- (c) In accordance with a local arrangement.

12.4.2 Overtime rates will be paid in accordance with the rates set in clause 77, Overtime Worked by Day Workers of this award.

12.4.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 12.3.2 of this clause.

12.4.4 The loading in lieu of annual leave as set out in paragraph 12.3.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

12.5 Leave

12.5.1 Other than as described under subclauses 12.5, 12.6 and 12.7 of this clause, casual employees are not entitled to any other paid or unpaid leave.

12.5.2 As set out in paragraph 12.3.3 of this clause, casual employees will be paid 1/12th in lieu of annual leave.

12.5.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.

12.5.4 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*. In addition to the provisions set out in the *Industrial Relations Act 1996* (NSW), the Chief Executive Officer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) 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 the Corporation in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

12.6 Personal Carers entitlement for casual employees

12.6.1 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 paragraph 70.4.2 of clause 70, Sick Leave to Care for a

Family Member 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 in paragraph 12.6.4, and the notice requirements set out in paragraph 12.6.5 of this clause.

12.6.2 The Chief Executive Officer 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.

12.6.3 The Chief Executive Officer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Corporation to engage or not to engage a casual employee are otherwise not affected.

12.6.4 The casual employee shall, if required,

- (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (b) establish by production of documentation acceptable to the Corporation 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.

12.6.5 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 Chief Executive Officer of their inability to attend for duty. If it is not reasonably practicable to inform the Chief Executive Officer during the ordinary hours of the first day or shift of such absence, the employee will inform the Chief Executive Officer within 24 hours of the absence.

12.7 Bereavement entitlements for casual employees

12.7.1 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 Chief Executive Officer).

12.7.2 The Chief Executive Officer 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.

12.7.3 The Chief Executive Officer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Corporation to engage or not engage a casual employee are otherwise not affected.

12.7.4 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 Chief Executive Officer of their inability to attend for duty. If it is not reasonably practicable to inform the Chief Executive Officer during the ordinary hours of the first day or shift of such absence, the employee will inform the Chief Executive Officer within 24 hours of the absence.

12.8 Application of other clauses of this Award to casual employees

12.8.1 The following clauses of this award do not apply to casual employees:

11	Working Hours
16	Variation of Hours
17	Natural Emergencies and Major Transport Disruptions
19	Public Holidays
20	Standard Working Hours
21-23	relating to Flexible Working arrangements
27	Excess Travelling Time
28	Waiting Time
37	Room at Home Used as Office
38	Semi-Official Telephones
42-48	relating to Trade Union activities
52	Travelling and other costs of Trade Union Delegates
56	Leave - General Provisions
58-73	relating to the various Leave provisions
75	Study Assistance
76	relating to Overtime
81	Payment for Overtime or Leave in Lieu

13. Part-Time Employment

13.1 General

13.1.1 This clause shall only apply to part-time employees whose conditions of employment are not otherwise provided for in another industrial instrument.

13.1.2 Part-time work may be undertaken with the agreement of the Chief Executive Officer. Part-time work may be undertaken in a part-time position or under a part-time arrangement.

13.1.3 A part-time employee is to work contract hours less than full-time hours.

13.1.4 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.

13.1.5 Before commencing part-time work, the Chief Executive Officer 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, and whether hours may be rostered flexibly;
- (b) whether flexible working hours provisions or standard hours provisions will apply to the part-time employee; and
- (c) the classification applying to the work to be performed;

13.1.6 The terms of the agreement must be in writing and may only be varied with the consent of both parties.

13.2 Additional hours

13.2.1 The Chief Executive Officer 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 4/48ths in lieu of recreation leave; or
- (b) if working under a Flexible Working Hours scheme under clause 21 of this award, have the time worked credited as flex time.

13.2.2 For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with clause 80, Rate of Payment for Overtime of this award.

14. Morning and Afternoon Breaks

Employees may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Employees may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

15. Meal Breaks and Lactation Breaks

15.1 General meal breaks

15.1.1 Meal breaks must be given to and taken by employees. No employee shall be required to work continuously for more than 5 hours without a meal break, provided that:-

- (a) where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the employee agrees. If the employee requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
- (b) where the nature of the work of an employee or a group of employees is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Chief Executive Officer and the Association to provide for payment of a penalty.

15.2 Lactation Breaks

15.2.1 This clause 15.2 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.

15.2.2 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.

15.2.3 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.

15.2.4 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 as per 15.2.2 and 15.2.4 is met.. 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 employee.

15.2.5 The Chief Executive Officer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

15.2.6 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 identify reasonable alternative arrangements for the employee's lactation needs.

15.2.7 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.

15.2.8 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 sick leave in accordance with clause 70, Sick Leave to care for a Family Member, of this Award, or access to the flexible working hours scheme provided in clause 21, Flexible Working Hours, of this Award, where applicable.

16. Variation of Hours

16.1 If the Chief Executive Officer is satisfied that an employee is unable to comply with the general hours operating in the Corporation because of limited transport facilities, urgent personal reasons, community or family reasons, the Chief Executive Officer may vary the employee's hours of attendance on a one off, short or long-term basis, subject to the following:

16.1.1 the variation does not adversely affect the operational requirements;

16.1.2 there is no reduction in the total number of daily hours to be worked;

16.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;

16.1.4 a lunch break of one hour is available to the employee, unless the employee elects to reduce the break to not less than 30 minutes;

16.1.5 no overtime or meal allowance payments are made to the employee, as a result of an agreement to vary the hours;

16.1.6 ongoing arrangements are documented; and

16.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

17. Natural Emergencies and Major Transport Disruptions

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

17.1.1 apply to vary the working hours as provided in clause 16, Variation of Hours of this award; and/or

17.1.2 negotiate an alternative working location with the Corporation; and/or

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

18. Notification of Absence from Duty

18.1 If an employee is to be absent from duty, other than on authorised leave, the employee must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible.

18.2 If an employee is absent from duty without authorised leave to the satisfaction of the Chief Executive Officer, the amount representing the period of absence shall be deducted from the employee's pay.

19. Public Holidays

- 19.1 Unless directed to attend for duty by the Chief Executive Officer, an employee is entitled to be absent from duty without loss of pay on any day which is:
- 19.1.1 a public holiday throughout the State; or
 - 19.1.2 a local holiday in that part of the State at or from which the employee performs duty; or
 - 19.1.3 a day between Boxing Day and New Year's Day determined by the Chief Executive Officer as a public service holiday.
- 19.2 An employee 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.
- 19.3 If a local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

20. Standard Working Hours

- 20.1 Standard hours are set and regular with an hour for lunch and, if worked by the employee under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.
- 20.2 Urgent Personal Business - Where an employee needs to attend to urgent personal business, appropriate leave or time off may be granted by the Chief Executive Officer. Where time off has been granted, such time shall be made up as set out in subclause 20.4 of this clause.
- 20.3 Late Attendance - If an employee is late for work, such employee must either take appropriate leave or, if the Chief Executive Officer agrees, make the time up in accordance with subclause 20.4 of this clause.
- 20.4 Making up of Time - The time taken off in circumstances outlined in subclauses 20.2 and 20.3 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the employee and the Chief Executive Officer.

21. Flexible Working Hours

- 21.1 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. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours arrangement.
- 21.2 A flexible working hours scheme in terms of this subclause may operate in the Corporation or a section of the Corporation, subject to operational requirements, as determined by the Chief Executive Officer.
- 21.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in the Corporation, shall be extended to an employee working under a part time work arrangement. Except for provisions contained in subclauses 21.11, 21.13 and 21.16 of this clause, all other provisions under this subclause shall be applied pro rata to an employee working under a part time work arrangement.
- 21.4 Exclusion - Flexible working hours shall not apply to employees, who work permanent standard hours,
- 21.5 Attendance - An employee's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- 21.6 Bandwidth - The bandwidth shall be between the hours of 7.30 a.m. and 6.00 p.m.

- 21.7 Coretime - The coretime shall be between the hours of 9.30 a.m. and 3.30 p.m., excluding the lunch break, unless other arrangements have been negotiated under a local arrangement.
- 21.8 Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the employee up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the Chief Executive Officer.
- 21.9 Settlement period - Unless a local arrangement has been negotiated, the settlement period shall be four weeks.
- 21.9.1 For time recording purposes the settlement period and flex leave must coincide.
- 21.9.2 Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Chief Executive Officer may extend the affected settlement period by a further 4 weeks.
- 21.10 Contract hours - The contract hours for a settlement period shall be calculated by multiplying the employee's weekly contract hours by the number of weeks in a settlement period.
- 21.11 Flexible working hours credit - an employee may carry a maximum of 10 hours credit into the next settlement period.
- 21.12 Weekly hours worked during the settlement period are to be monitored by the employee and their supervisor. If it appears that the employee may exceed an accumulated work time of 150 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period may exceed 150 hours, the supervisor and employee shall develop a strategy to ensure that the employee does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- 21.13 Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits:
- 21.13.1 A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- 21.13.2 Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the employee elects to be granted available recreation or extended leave to offset the excess.
- 21.13.3 Any debit of hours outstanding on an employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next NSW public sector organisation under the Public Sector Staff Mobility policy.
- 21.14 Cessation of duty - An employee may receive payment for a flex day accrued and remaining untaken on the last day of service:
- 21.14.1 Where the employee's services terminate without a period of notice for reasons other than misconduct; or
- 21.14.2 Where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted or
- 21.14.3 In such other circumstances as have been negotiated between the Chief Executive Officer and the Association.

- 21.14.4 Prior to an employee's last day of service the employee and supervisor shall ensure that the employee does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph 21.16.2 of this clause.
- 21.15 Where an employee ceases duty in the Corporation in order to take up employment in another public service or public sector organisation, the same provisions as apply to recreation leave under the Public Sector Staff Mobility policy shall apply to the accrued but untaken or not forfeited flex leave.
- 21.16 Flex leave - Subject to operational requirements:
- 21.16.1 An employee may take off one full day or two half days in a settlement period of 4 weeks.
- 21.16.2 Where it appears an employee may exceed a 10-hour credit, as per subclause 21.12 of this clause strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days.
- 21.16.3 Flex leave may be taken on consecutive working days.
- 21.16.4 Absences on flex leave may be combined with other periods of authorised leave.
- 21.17 Absence during coretime - Where an employee needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in clause 57, Absence from Work of this award.
- 21.18 Standard hours - Notwithstanding the provisions of this clause, the Chief Executive Officer may direct the employee to work standard hours and not flexible hours:
- 21.18.1 where the Chief Executive Officer decides that the working of flexible hours by an employee or members does not suit the operational requirements of the Corporation or section of the Corporation, the Association shall be consulted, where appropriate; or
- 21.18.2 as remedial action in respect of an employee who has been found to have deliberately and persistently breached the flexible working hours scheme.
- 21.19 Easter concession - Employees who work under a flexible working hours scheme may be granted, subject to the convenience of the Corporation, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday or, if directed to work, an additional half day's flex leave on another day within that settlement period.

22. Non-Compliance

In the event of any persistent failure by an employee to comply with the hours of duty required to be worked, the Chief Executive Officer shall investigate such non compliance as soon as it comes to notice and shall take appropriate remedial action according to Part 5 of the Act.

23. Flexible Work Practices

- 23.1 Nothing in this award shall affect the hours of duty of an employee who is covered by a written flexible working hours agreement negotiated under the Flexible Work Practices, Policy and Guidelines.
- 23.2 Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after 28 October 1997 shall be subject to the conditions specified in this award and in consultation with the Association.

24. Existing Hours of Work Determinations

Any existing Determinations on local arrangements in respect of the hours of work which operated in the Corporation or part of the Corporation as at the effective date of this award, shall continue to apply until renegotiated.

SECTION 3 - TRAVEL ARRANGEMENTS

25. Travelling Compensation

- 25.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by the Corporation.
- 25.2 The Chief Executive Officer shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 25.3 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 25.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 25.5 The Corporation will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees shall obtain prior approval when making their own arrangements for overnight accommodation.
- 25.6 Subject to subclause 25.11 of this clause, an employee who is required by the Chief Executive Officer to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform the work.
- 25.7 If meals are provided by the Corporation at the temporary work location, the employee shall not be entitled to claim the meal allowance.
- 25.8 The payment shall be:
- 25.8.1 where the Corporation elects to pay the accommodation provider the employee shall receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 1 - Allowances of Part B Monetary Rates or
 - (b) incidentals as set out in Item 3 of Table 1 - Allowances of Part B Monetary Rates, or
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 25.8.2 where the Corporation elects not to pay the accommodation provider the employee shall elect to receive either:
- (a) the appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- 25.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Chief Executive Officer that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.

- 25.10 Where an employee is unable to so satisfy the Chief Executive Officer, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 25.11 This clause does not apply to employees who are on an employee-initiated secondment in accordance with section 64 of the Act and described in the Commentary and Guidelines on temporary staff assignments - section 66 and Cross-Agency Employment (section 65) of the Act.

26. Assistance With Public Transport Tickets for Travel to Work

- 26.1 The Corporation will provide funds for the purchase of yearly rail, bus and ferry tickets (or combinations of these) for employees who require them.
- 26.2 Employees will repay the cost of the ticket over 12 months through regular fortnightly deductions from after tax salary.

27. Excess Travelling Time

- 27.1 Excess Travelling Time - A employee directed by the Chief Executive Officer to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Chief Executive Officer's discretion, be compensated for such time either by:
- 27.1.1 Payment calculated in accordance with the provisions contained in this clause; or
- 27.1.2 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 employee's supervisor.
- 27.2 Compensation under paragraphs 27.1.1 and 27.1.2 of this clause shall be subject to the following conditions:
- 27.2.1 On a non-working day - subject to the provisions of paragraphs 27.3.4, 27.3.5, 27.3.6 and 27.3.7 of this clause, all time spent travelling on official business;
- 27.2.2 On a working day - subject to the provisions of subclause 27.3 of this clause, all time spent travelling on official business outside the usual hours of duty,
- provided the period for which compensation is being sought is more than a half an hour on any one day.
- 27.3 Compensation for excess travelling time shall exclude the following:
- 27.3.1 Time normally taken for the periodic journey from home to headquarters and return;
- 27.3.2 Any periods of excess travel of less than 30 minutes on any one day;
- 27.3.3 Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
- 27.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.
- 27.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- 27.3.6 Working on board ship where meals and accommodation are provided;
- 27.3.7 Any travel undertaken by an employee whose salary includes an all incidents of employment component;

27.3.8 Time within the flex time bandwidth;

27.3.9 Travel overseas.

27.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the employee's ordinary rate of pay on an hourly basis calculated as follows:

Annual salary	X	5	X	1
1		260.89		Normal hours of work

27.5 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.

27.6 Employees whose salary is in excess of the maximum rate for Clerk, Grade 5 (as set out in the Crown Employees (Public Sector - Salaries 2017) Award and any variation or replacement award) shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.

27.7 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.

28. Waiting Time

When an employee travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to clause 27, Excess Travelling Time of this Award

29. Meal Expenses on One-Day Journeys

29.1 A employee who is authorised by the Chief Executive Officer to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, shall be reimbursed actual meal expenses properly and reasonably incurred for:-

29.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;

29.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and

29.1.3 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 headquarters at the time of taking the normal lunch break.

30. Restrictions on Payment of Travelling Allowances

30.1 An allowance under clause 26, Travelling Compensation of this award is not payable in respect of:

30.1.1 Any period during which the employee returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;

30.1.2 Any period of leave, except with the approval of the Chief Executive Officer or as otherwise provided by this clause; or

30.1.3 Any other period during which the employee is absent from the employee's temporary work location otherwise than on official duty.

30.2 An employee who is in receipt of an allowance under clause 25, Travelling Compensation shall be entitled to reimbursement of incidental expenses properly and reasonably incurred in the following circumstances:

30.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the employee's residence; and for the return journey from the employee's residence to the temporary work location, or

30.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the employee's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

31. Production of Receipts

Payment of any actual properly and reasonably incurred expenses shall be subject to the production of receipts.

32. Travelling Distance

The need to obtain overnight accommodation shall be determined by the Chief Executive Officer 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 Chief Executive Officer.

SECTION 4 - ALLOWANCES AND OTHER MATTERS

33. Allowance Payable for Use of Private Motor Vehicle

33.1 The Chief Executive Officer may authorise an employee to use a private motor vehicle for work where:

33.1.1 Such use will result in greater efficiency or involve the Corporation in less expense than if travel were undertaken by other means; or

33.1.2 Where the employee is unable to use other means of transport due to a disability.

33.2 An employee 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 Item 4 of Table 1 of Part B 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 33.4 of this clause.

33.3 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.

33.3.1 The casual rate is payable if an employee elects, with the approval of the Chief Executive Officer, 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.

33.3.2 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.

33.4 Deduction from allowance

33.4.1 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 headquarters 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.

33.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 33.4.3 of this subclause.

33.4.3 Designated headquarters

- (a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- (b) A employee's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

33.4.4 On days when an employee uses a private vehicle for official business and travels to and from home, whether or not the employee during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the employee's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

33.4.5 Where a headquarters has been designated per paragraph 33.4.3 of this subclause and the employee is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

33.4.6 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 headquarters 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 subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.
- (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Corporation is satisfied that:
 - (i) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - (ii) the periodical ticket was in fact purchased; and
 - (iii) in regard to train travellers, no allowance is to be paid in respect of distance between the employee's home and the railway station or other intermediate transport stopping place.

- 33.5 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 Chief Executive Officer.
- 33.6 Expenses such as tolls etc. shall be refunded to employees where the charge was incurred during approved work related travel.

34. Damage to Private Motor Vehicle Used for Work

- 34.1 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 Corporation, provided:
- 34.1.1 The damage is not due to gross negligence by the employee; and
- 34.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- 34.2 Provided the damage is not the fault of the employee, the Corporation shall reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
- 34.2.1 The damage was sustained on approved work activities; and
- 34.2.2 The costs cannot be met under the insurance policy due to excess clauses.

35. Overseas Travel

Unless the Chief Executive Officer determines that an employee shall be paid travelling rates especially determined for the occasion, an employee required by the Corporation to travel overseas on official business shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Premier and Cabinet Circular as issued from time to time.

36. Exchanges

- 36.1 The Chief Executive Officer may arrange two way or one way exchanges with other organisations both public and private, if the Corporation or the employee will benefit from additional training and development which is intended to be used in the carrying out of the Corporation's business.
- 36.2 The conditions applicable to those employees who participate in exchanges will be determined by the Chief Executive Officer according to the individual circumstances in each case (Item 5 of Table 1 - Allowances of Part B Monetary Rates).
- 36.3 The provisions of this subclause do not apply to the loan of services of employees to the Association. The provisions of clause 45, Conditions Applying to On Loan Arrangements of this award apply to employees who are loaned to the Association.

37. Room at Home Used as Office

- 37.1 Where no Corporation office is provided in a particular location - Where it is impractical to provide an office in a particular location, employees stationed in such a location may be required to use a spare room at their home as an office. In such cases, the Corporation will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 6 of Table 1 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.
- 37.2 Where an office exists in a particular location - Where a Corporation office or offices already exist in a particular location but the employee and the Chief Executive Officer agree that the employee could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of the Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause 37.1 of this clause shall not apply in these circumstances.

37.3 Requirements - Arrangements under subclauses 37.1 or 37.2 of this clause shall be subject to:

37.3.1 A formal agreement being reached in respect of the hours to be worked; and

37.3.2 The occupational health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

38. Semi-Official Telephones

38.1 Reimbursement of expenses associated with a private telephone service installed at the residence of an employee shall be made as specified in this clause if the employee is required to be contacted or is required to contact others in connection with the duties of his/her position in the Corporation, as and when required.

38.2 The service must be located in the employee's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the employee.

38.3 The semi-official telephone allowance applies to employees who are required, as part of their duties to:

38.3.1 Give decisions, supply information or provide emergency services; and/or

38.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.

38.4 Unless Better Provisions Already Apply to an Employee Or an Employee Has Been Provided With an Official Telephone, Reimbursement of Expenses under This Clause Shall be Limited to the Following:

38.4.1 The connection fee for a telephone service, if the service is not already available at the employee's principal place of residence;

38.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and

38.4.3 The full cost of official local, STD and ISD calls.

38.5 To be eligible for reimbursement, an employee must submit their telephone account and a statement showing details of all official calls, including:

38.5.1 Date, time, length of call and estimated cost;

38.5.2 Name and phone number of the person to whom call was made; and

38.5.3 Reason for the call.

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

39.1 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 Corporation covering the damage to or loss of the personal property of the employee.

39.2 If a claim under subclause 39.1 of this clause is rejected by the insurer, the Chief Executive Officer may compensate an employee for the damage to or loss of personal property, if such damage or loss:

39.2.1 Is due to the negligence of the Corporation, another employee, or both, in the performance of their duties; or

39.2.2 Is caused by a defect in an employee's material or equipment; or

39.2.3 Results from an employee's protection of or attempt to protect Corporation property from loss or damage.

- 39.3 Compensation in terms of subclause 39.2 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 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.
- 39.4 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.
- 39.5 Compensation for the damage sustained shall be made by the Corporation 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.

40. First Aid Allowance

- 40.1 An employee appointed as a First Aid Officer shall be paid a first aid allowance at the rate specified in Item 18 of Table 1 - Allowances of Part B Monetary Rates.
- 40.2 The First Aid Allowance 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.
- 40.3 The First Aid Allowance shall not be paid during leave of one week or more.
- 40.4 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.
- 40.5 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 Corporation needs, and the cost of retraining First Aid Officers, are to be met by the Corporation.

41. Review of Allowances Payable in Terms of This Award

- 41.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:
- 41.1.1 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 25, Travelling Compensation;
 - (b) Clause 29, Meal Expenses on One Day Journeys;
 - (c) Clause 79, Overtime Meal Allowances, for breakfast, lunch and dinner.
- 41.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):
- (a) Clause 33, Allowances Payable for the Use of Private Motor Vehicle.

41.1.3 Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):

- (a) Clause 37, Room at Home Used as Office;
- (b) Clause 79, Overtime Meal Allowances, for supper.

41.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:

Clause 40, First-Aid Allowance;

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

42. Trade Union Activities Regarded as on Duty

42.1 An Association delegate will be released from the performance of normal Corporation 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:

42.1.1 Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational 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.

42.1.2 Attendance at meetings with workplace management or workplace management representatives;

42.1.3 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;

42.1.4 Giving evidence in court on behalf of the Corporation;

42.1.5 Appearing as a witness before the Government and Related Employees Appeal Tribunal;

42.1.6 Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;

42.1.7 Presenting information on the Association and Association activities at induction sessions for new staff of the Corporation; and

42.1.8 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.

43. Trade Union Activities Regarded as Special Leave

- 43.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:
- 43.1.1 Attendance at annual or biennial conferences of the Association;
 - 43.1.2 Attendance at meetings of the Association's Executive, Committee of Management or Councils;
 - 43.1.3 Attendance at annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - 43.1.4 Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
 - 43.1.5 Attendance at meetings called by the Industrial Relations Secretary, as the employer for industrial purposes, as and when required;
 - 43.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
 - 43.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 42, 43 and 44 apply.

44. Trade Union Training Courses

- 44.1 The following training courses will attract the grant of special leave as specified below:-
- 44.1.1 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 special leave for such courses will be granted, shall be negotiated between the Chief Executive Officer and the Association.
 - 44.1.2 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.

45. Conditions Applying to on Loan Arrangements

- 45.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
- 45.1.1 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) to a vocational or industry committee.

45.1.2 Briefing counsel on behalf of the Association;

45.1.3 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;

45.1.4 Country tours undertaken by a member of the executive or Council of the Association;

45.1.5 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.

45.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when an employee is placed "on loan" to the Association:-

(a) The Corporation will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;

(b) The Corporation 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 Chief Executive Officer and the Association.

45.1.7 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 and for incremental progression.

45.1.8 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 Chief Executive Officer in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

45.1.9 Where the Chief Executive Officer 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 Chief Executive Officer and the Association.

46. Period of Notice for Trade Union Activities

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 accredited activity is known.

47. Access to Facilities By Trade Union Delegates

47.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

47.1.1 Telephone, facsimile, internet and email facilities;

47.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;

47.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

48. Responsibilities of the Trade Union Delegate

- 48.1 Responsibilities of the Association delegate are to:
- 48.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
 - 48.1.2 Participate in the workplace consultative processes, as appropriate;
 - 48.1.3 Follow the dispute settling procedure applicable in the workplace;
 - 48.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
 - 48.1.5 Account for all time spent on authorised Association business;
 - 48.1.6 When special leave is required, to apply for special leave in advance;
 - 48.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Chief Executive Officer and the Association; and
 - 48.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

49. Responsibilities of the Trade Union

- 49.1 Responsibilities of the Association are to:
- 49.1.1 Provide written advice to the Chief Executive Officer 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;
 - 49.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 50.1.3 of clause 50, Responsibilities of Workplace Management of this award;
 - 49.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
 - 49.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
 - 49.1.5 Apply to the Chief Executive Officer well in advance of any proposed extension to the "on loan" arrangement;
 - 49.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the Corporation are used reasonably and properly; and
 - 49.1.7 Advise Corporation of any leave taken by the Association delegate during the on loan arrangement.

50. Responsibilities of Workplace Management

- 50.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:
- 50.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, allow for sufficient travelling time during the ordinary working hours;

- 50.1.2 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;
- 50.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 50.1.4 Where possible, 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;
- 50.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 50.1.6 Where an Association activity provided under this clause needs to be undertaken during an approved period of flexi leave, apply the provisions of paragraph 61.1.5 of this clause;
- 50.1.7 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;
- 50.1.8 Verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 50.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, consult with the Association before taking any remedial action.

51. Right of Entry Provisions

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

52. Travelling and Other Costs of Trade Union Delegates

- 52.1 Except as specified in paragraph 50.1.3 of clause 50, 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.
- 52.2 In respect of meetings called by the workplace management in terms of paragraph 50.1.3 of clause 50, 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 25, Travelling Compensation, 29, Meal Expenses on One-Day Journeys, or 30, Restrictions on Payment of Travelling Allowances of this award.
- 52.3 No overtime, leave in lieu or any other additional costs will be claimable by an employee from the Corporation or the DPE, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 52.4 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 Corporation by the Association or the employee.

53. Industrial Action

- 53.1 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 clause 9, Grievance and Dispute Settling Procedures).
- 53.2 There will be no victimisation of employees prior to, during or following such industrial action.

54. Consultation and Technological Change

- 54.1 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 the Corporation and Association.
- 54.2 The Corporation's management shall consult with the Association prior to the introduction of any technological change.

55. Deduction of Trade Union Membership Fees

- 55.1 The Association shall provide the Corporation with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 55.2 The Association shall advise the Corporation 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 Corporation at least one month in advance of the variation taking effect.
- 55.3 Subject to 55.1 and 55.2 of this clause, the Corporation shall arrange for the deduction of Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Corporation to make such deductions.
- 55.4 Monies so deducted from an employee's pay 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.
- 55.5 Unless other arrangements are agreed to by the Corporation and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 55.6 Where an employee has already authorised the deduction of Association 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 deduction to continue.

SECTION 6 - LEAVE

56. Leave - General Provisions

- 56.1 The leave provisions contained in this Award apply to all employees other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Chief Executive Officer and the Association.
- 56.2 Unless otherwise specified, part-time employees will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- 56.3 Unless otherwise specified in this award a temporary employee 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 in the Public Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- 56.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

57. Absence from Work

- 57.1 An employee must not be absent from work unless reasonable cause is shown.

- 57.2 If an employee is to be absent from duty because of illness or other emergency, the employee shall notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence.
- 57.3 If the employee is absent from duty without authorised leave and the Chief Executive Officer shall deduct from the pay of the employee the amount equivalent to the period of the absence.
- 57.4 The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 57.5 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.

58. Applying for Leave

- 58.1 An application by an employee for leave under this award shall be made to and dealt with by the Chief Executive Officer.
- 58.2 The Chief Executive Officer shall deal with the application for leave according to the wishes of the employee, if the operational requirements of the Corporation permit this to be done.

59. Extended Leave

Extended leave shall accrue and shall be granted to employees in accordance with the provisions of the Act.

60. Family and Community Service Leave

- 60.1 The Chief Executive Officer shall grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 60.2 of this clause. The Chief Executive Officer may also grant leave for the purposes in subclause 60.3 of this clause. 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.
- 60.2 Such unplanned and emergency situations may include, but not be limited to, the following:-
- 60.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - 60.2.2 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;
 - 60.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
 - 60.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 60.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Chief Executive Officer considers the granting of family and community service leave to be appropriate in a particular case.
- 60.3 Family and community service leave may also be granted for:
- 60.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and

- 60.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.
- 60.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 70.4.2 of clause 70, Sick Leave to Care for a Family Member of this award.
- 60.5 Family and community service leave shall accrue as follows:
- 60.5.1 two and a half days in the employee's first year of service;
- 60.5.2 two and a half days in the employee's second year of service; and
- 60.5.3 one day per year thereafter.
- 60.6 If available family and community service leave is exhausted as a result of natural disasters, the Chief Executive Officer shall consider applications for additional family and community service leave, if some other emergency arises.
- 60.7 If available family and community service leave is exhausted on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- 60.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with clause 70, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 60.9 A Chief Executive Officer may also grant employees other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

61. Leave Without Pay

- 61.1 The Chief Executive Officer may grant leave without pay to an employee if good and sufficient reason is shown.
- 61.2 Leave without pay may be granted on a full-time or a part-time basis.
- 61.3 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.
- 61.4 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.
- 61.5 An employee who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Chief Executive Officer.
- 61.6 An employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 61.7 No paid leave shall be granted during a period of leave without pay.
- 61.8 A permanent appointment may be made to the employee's position if:
- 61.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and

61.8.2 the employee is advised of the Corporation's proposal to permanently backfill their position; and

61.8.3 the employee is given a reasonable opportunity to end the leave without pay and return to their position; and

61.8.4 the Corporation advised the employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.

61.9 The position cannot be filled permanently unless the above criteria are satisfied.

61.10 The employee does not cease to be employed by the Corporation if their position is permanently backfilled.

61.11 Subclause 61.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 64.9.1(a) of clause 64, Parental Leave or to military leave.

62. Military Leave

62.1 During the period of 12 months commencing on 1 July each year, the Chief Executive Officer may grant to an employee who is a volunteer part-time member of the Defence Force, 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.

62.2 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.

62.3 Up to 24 working days military leave per financial year may be granted by the Chief Executive Officer 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 62.1 of this clause.

62.4 The Chief Executive Officer 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 Force.

62.5 An employee who is requested by the Australian Defence Force to provide additional military services requiring leave in excess of the entitlement specified in subclause 62.3 of this clause may be granted Military Leave Top up Pay by the Chief Executive Officer.

62.6 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.

62.7 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, recreation and extended leave entitlements, and Corporations are to continue to make superannuation contributions at the normal rate.

62.8 At the expiration of military leave in accordance with subclause 62.3 or 62.4 of this clause, the employee shall furnish to the Chief Executive Officer a certificate of attendance and details of the employees reservist pay signed by the commanding officer or other responsible officer.

63. Observance of Essential Religious Or Cultural Obligations

63.1 An employee of:

63.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or

- 63.1.2 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, flex leave or leave without pay to do so.
- 63.2 Provided adequate notice as to the need for leave is given by the employee to the Corporation and it is operationally convenient to release the employee from duty, the Chief Executive Officer must grant the leave applied for by the employee in terms of this clause.
- 63.3 An employee 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:
- 63.3.1 Adequate notice being given by the employee;
- 63.3.2 Prior approval being obtained by the employee; and
- 63.3.3 The time off being made up in the manner approved by the Chief Executive Officer.
- 63.4 Notwithstanding the provisions of subclauses 63.1, 63.2 and 63.3 of this clause, arrangements may be negotiated between the Corporation and the Association to provide greater flexibility for employees for the observance of essential religious or cultural obligations.

64. Parental Leave

- 64.1 Parental leave includes maternity, adoption and "other parent" leave.
- 64.2 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:
- 64.2.1 For a period up to 9 weeks prior to the expected date of birth; and
- 64.2.2 For a further period of up to 12 months after the actual date of birth.
- 64.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 64.3 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:
- 64.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 64.3.2 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.
- 64.3.3 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 family and community service leave.
- 64.4 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:
- 64.4.1 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;
- 64.4.2 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 paragraph 64.4.1 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.

64.5 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:

64.5.1 applied for parental leave within the time and in the manner determined set out in subclause 64.10 of this clause; and

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

64.5.3 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.

64.6 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:

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

64.6.2 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;

64.6.3 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.

64.7 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:

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

64.7.2 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

64.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.

64.8 Except as provided in subclauses 64.5, 64.6 and 64.7 of this clause parental leave shall be granted without pay.

64.9 Right to request

64.9.1 An employee who has been granted parental leave in accordance with subclause 64.2, 64.3 or 64.4 of this clause may make a request to the Chief Executive Officer to:

- (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- (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.

64.9.2 The Chief Executive Officer 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 Chief Executive Officer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

64.10 Notification Requirements

64.10.1 When the Corporation is made aware that an employee or their spouse is pregnant or is adopting a child, the Corporation must inform the employee of their entitlements and their obligations under the award.

64.10.2 An employee who wishes to take parental leave must notify the Chief Executive Officer 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 64.9 of this clause.

64.10.3 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.

64.10.4 The employee's request and the Chief Executive Officer's decision are to be in writing.

The employee's request under paragraph 64.9.1 and the Chief Executive Officer's decision made under paragraph 64.9.2 must be recorded in writing.

64.10.5 A 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 Chief Executive Officer 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 Chief Executive Officer agrees.

64.10.6 An employee on maternity leave is to notify the Corporation of the date on which she gave birth as soon as she can conveniently do so.

64.10.7 An employee must notify the Corporation as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.

64.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Corporation and any number of times with the consent of the Corporation. In each case she/he must give the Corporation at least 14 days notice of the change unless the Chief Executive Officer decides otherwise.

- 64.11 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 64.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 64.12 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.
- 64.13 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 Chief Executive Officer 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.
- 64.14 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 Corporation) must be given.
- 64.15 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick 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.
- 64.16 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.
- 64.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 64.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 64.17.2 the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - 64.17.3 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.
- 64.18 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 Chief Executive Officer, 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.
- 64.19 If such adjustments cannot reasonably be made, the Chief Executive Officer must grant the employee 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.
- 64.20 Communication during parental leave
- 64.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Corporation 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.
- 64.20.2 The employee shall take reasonable steps to inform the Chief Executive Officer 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.
- 64.20.3 The employee shall also notify the Chief Executive Officer of changes of address or other contact details which might affect the Corporation's capacity to comply with paragraph 64.20.1 of this subclause.

65. Purchased Leave

- 65.1 An employee may apply to enter into an agreement with the Chief Executive Officer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 65.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account Corporation business needs and work demands.
 - 65.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
 - 65.1.3 The leave will count as service for all purposes.
- 65.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.
- 65.2.1 Purchased leave rate of pay means the rate of pay an employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
 - 65.2.2 To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 65.3 Purchased leave is subject to the following provisions:
- 65.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
 - 65.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
 - 65.3.3 Sick leave cannot be taken during a period of purchased leave.
 - 65.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - 65.3.5 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.
 - 65.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.

- 65.4 Specific conditions governing purchased leave may be amended from time to time by the DPE in consultation with the Association. The Corporation may make adjustments relating to their salary administration arrangements.

66. Recreation Leave

66.1 Accrual

66.1.1 Except where stated otherwise in this award, paid recreation leave for full time employees and recreation leave for employees working part time, accrues at the rate of 20 working days per year. Employees working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.

66.1.2 Recreation leave accrues from day to day.

66.2 Limits on Accumulation and Direction to Take Leave

66.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement with the Chief Executive Officer in special circumstances.

66.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Chief Executive Officer according to the wishes of the employee.

66.2.3 The Chief Executive Officer shall notify the employee in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Corporation.

66.2.4 The Chief Executive Officer shall notify the employee in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Corporation.

66.2.5 An employee must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Corporation must cooperate in this process. The Corporation may direct an employee with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by the beginning of February of the following year.

- 66.3 Conservation of Leave - If the Chief Executive Officer is satisfied that an employee is prevented by operational or personal reasons from taking sufficient recreation 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:-

66.3.1 Specify in writing the period of time during which the excess leave shall be conserved; and

66.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.

66.3.3 The Chief Executive Officer will inform an employee in writing on a regular basis of the employee's recreation leave accrual.

66.4 Miscellaneous

66.4.1 Unless a local arrangement has been negotiated between the Chief Executive Officer and the Association, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.

- 66.4.2 Recreation leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 66.4.3 Recreation leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 66.4.4 of this subclause.
- 66.4.4 Recreation 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.
- 66.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 66.4.4 of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 66.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 66.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 64, Parental Leave of this award.
- 66.4.8 On cessation of employment, an employee is entitled to be paid the money value of accrued recreation leave which remains untaken.
- 66.4.9 An employee to whom paragraph 66.4.8 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.
- 66.5 Death - Where an employee dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the employee's nominated beneficiary.
- 66.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
- 66.6.1 To the widow or widower of the employee; or
- 66.6.2 If there is no widow or widower, to the children of the employee 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
- 66.6.3 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 employee's death, a dependent relative of the employee; or
- 66.6.4 If there is no person entitled under paragraphs 66.6.1, 66.6.2 or 66.6.3 of this subclause to receive the money value of any leave not taken or not completed by an employee or which would have accrued to the employee, the payment shall be made to the personal representative of the employee.
- 66.7 Recreation leave does not accrue during leave without pay other than
- 66.7.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 66.7.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 66.7.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;

66.7.4 incapacity for which compensation has been authorised under the Workplace Injury Management and Workers Compensation Act 1998; or

66.7.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.

67. Annual Leave Loading

67.1 General - Unless more favourable conditions apply to an employee under another industrial instrument, an employee, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 67.2 to 67.4 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.

67.2 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the employee is paid, the annual leave loading payable shall not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.

67.3 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.

67.4 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:

67.4.1 Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when an employee takes at least two (2) consecutive weeks recreation leave. Where an employee does not have at least 2 weeks recreation leave available, the employee may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The employee shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.

67.4.2 If at least two weeks leave, as set out in paragraph 67.4.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the employee as at 30 November of the current year.

67.4.3 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 67.4.1 of this subclause, is taken.

67.4.4 An employee who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the Corporation for any reason other than the employee's serious and intentional misconduct.

67.4.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

68. Sick Leave

68.1 Illness in this clause and in clauses 69 and 70 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.

68.2 Payment for sick leave is subject to the employee:

68.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and

68.2.2 Providing evidence of illness as soon as practicable if required by clause 69, Sick Leave - Requirements for Evidence of Illness of this award.

- 68.3 If the Chief Executive Officer is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of his/her family member, the Chief Executive Officer:
- 68.3.1 Shall grant to the employee sick leave on full pay; and
 - 68.3.2 May grant to the employee, sick leave without pay if the absence of the employee exceeds the entitlement of the employee under this award to sick leave on full pay.
- 68.4 The Chief Executive Officer may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:
- 68.4.1 is unable to carry out their duties without distress; or
 - 68.4.2 risks further impairment of their health by reporting for duty; or
 - 68.4.3 is a risk to the health, wellbeing or safety of other employees, Corporational clients or members of the public.
- 68.5 The Chief Executive Officer may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.
- 68.6 Entitlements. Existing employees at 13 November 2008 commenced accruing sick leave in accordance with this clause from 1 January 2009 onwards.
- 68.6.1 At the commencement of employment with the Public Service, a full-time employee is granted an accrual of 5 days sick leave.
 - 68.6.2 After the first four months of employment, the employee shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
 - 68.6.3 After the first year of service, the employee shall accrue sick leave day to day at the rate of 15 working days per year of service.
 - 68.6.4 All continuous service as an employee 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.
 - 68.6.5 Notwithstanding the provisions of paragraph 68.6.4 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.
 - 68.6.6 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.
 - 68.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
 - 68.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 68.7 Payment during the initial 3 months of service - Paid sick 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 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.
- 68.8 Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

69. Sick Leave - Requirements for Evidence of Illness

- 69.1 An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Chief Executive Officer in respect of the absence.
- 69.2 In addition to the requirements under subclause 68.2 of clause 68, Sick Leave of this award, an employee may absent themselves for a total of 5 working days per annum due to illness without the provision of evidence of illness to the Chief Executive Officer. Employees who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the Chief Executive Officer for each occasion absent for the balance of the calendar year.
- 69.3 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 sick leave for the whole period if the Chief Executive Officer is satisfied that the reason for the absence is genuine.
- 69.4 If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Chief Executive Officer will advise them in advance.
- 69.5 If the Chief Executive Officer is concerned about the 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 the Department of Health for advice.
- 69.5.1 The type of leave granted to the employee will be determined by the Chief Executive Officer based on Department of Health advice.
- 69.5.2 If sick leave is not granted, the Chief Executive Officer will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.
- 69.6 The granting of paid sick leave 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 sick leave dealt with confidentially by an alternate manager or the human resources section of the Corporation.
- 69.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 69.7.1 up to one week may be 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, or
- 69.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 69.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 69.7.3 at the Chief Executive Officer's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 69.8 If an employee who is absent on recreation leave or extended leave, furnishes to the Chief Executive Officer satisfactory evidence of illness 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 employee as follows:
- 69.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 69.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 69.9 Subclause 69.8 of 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.

70. Sick Leave to Care for a Family Member

- 70.1 Where family and community service leave provided for in clause 60 of this award is exhausted or unavailable, an employee with responsibilities in relation to a category of person set out in subclause 70.4 of this clause who needs the employee'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.
- 70.2 The sick leave shall initially be taken from 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 employee's eligible service.
- 70.3 If required by the Chief Executive Officer to establish the illness of the person concerned, the employee must provide evidence consistent with subclause 69.6 of clause 69, Sick Leave - Requirements for Evidence of Illness of this award.
- 70.4 The entitlement to use sick leave in accordance with this clause is subject to:
- 70.4.1 The employee being responsible for the care and support of the person concerned; and
- 70.4.2 The person concerned being:
- (a) a spouse of the employee; or
 - (b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; 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 employee or of the 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 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.

71. Sick Leave - Workers Compensation

- 71.1 The Chief Executive Officer shall advise each employee 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.
- 71.2 A employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the *Workers Compensation Act 1987* shall be required to lodge a claim for any such compensation.

- 71.3 Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Chief Executive Officer shall assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.
- 71.4 The Chief Executive Officer will ensure that, once received by the Corporation, an employee's workers compensation claim is lodged by the Corporation with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- 71.5 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 employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued recreation leave or extended leave.
- 71.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.
- 71.7 An employee 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 employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the employee.
- 71.8 If an employee 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 employee's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 71.9 An employee 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 an employee refuses to submit to a medical examination without an acceptable reason, the employee shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- 71.10 If the Chief Executive Officer provides the employee 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 employee fails, to resume or perform such duties, the employee shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 71.11 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*.
- 71.12 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:
- 71.12.1 The employee's claim for workers compensation;
 - 71.12.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 71.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 71.12.4 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.

72. Sick Leave - Claims Other Than Workers Compensation

- 72.1 If the circumstances of any injury to or illness of an employee 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 employee on completion of an acceptable undertaking that:-
- 72.1.1 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 employee; and
- 72.1.2 In the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Corporation the monetary value of any such period of sick leave.
- 72.2 Sick leave on full pay shall not be granted to an employee 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.
- 72.3 On repayment to the Corporation of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, shall be restored to the credit of the employee.

73. Special Leave

- 73.1 Special Leave - Jury Service
- 73.1.1 An employee shall, as soon as possible, notify the Chief Executive Officer of the details of any jury summons served on the employee.
- 73.1.2 A employee who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge 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 employee during any such period and the details of any payment or payments made to the employee under section 72 of the Jury Act 1977 in respect of any such period.
- 73.1.3 When a certificate of attendance on jury service is received in respect of any period during which an employee was required to be on duty, the Chief Executive Officer shall grant, in respect of any such period for which the employee 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 employee, available recreation leave on full pay, flex leave or leave without pay.
- 73.2 Witness at Court - Official Capacity - When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity shall be paid by the Corporation.
- 73.3 Witness at Court - Other than in Official Capacity - Crown Witness - An employee 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:
- 73.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 73.3.2 Pay into the Treasury of the State of New South Wales all money paid to the employee 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.

- 73.3.3 Association Witness - an employee called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the Corporation for the required period.
- 73.4 Called as a witness in a private capacity - An employee 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 employee's election, available recreation leave on full pay or leave without pay.
- 73.5 Special Leave - Examinations -
- 73.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to employees for the purpose of attending at any examination approved by the Chief Executive Officer.
- 73.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 73.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the employee, no further leave is granted for any examination.
- 73.6 Special Leave - Union Activities - Special leave on full pay may be granted to employees who are accredited Association delegates to undertake Association activities as provided for in clause 43, Trade Union Activities Regarded as Special Leave of this award.
- 73.7 An employee who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and employee.
- 73.8 Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Chief Executive Officer for such other purposes, subject to the conditions specified in the Personnel Handbook at the time the leave is taken.

SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

74. Staff Development and Training Activities

- 74.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
- 74.1.1 All staff development courses conducted by a NSW Public Sector organisation;
- 74.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
- 74.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 74.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:
- 74.2.1 Activities for which study assistance is appropriate;
- 74.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
- 74.2.3 Activities which are of no specific relevance to the NSW Public Sector.

- 74.3 Attendance of an employee at activities considered by the Chief Executive Officer to be:
- 74.3.1 Essential for the efficient operation of the Corporation; or
 - 74.3.2 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.
- 74.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Corporation:
- 74.4.1 Recognition that the employees are performing normal duties during the course;
 - 74.4.2 Adjustment for the hours so worked under flexible working hours;
 - 74.4.3 Payment of course fees;
 - 74.4.4 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
 - 74.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Chief Executive Officer is satisfied that the approval to attend constitutes a direction to work overtime under clause 76, Overtime - General of this award.
- 74.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Corporation:
- 74.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
 - 74.5.2 Payment of course fees;
 - 74.5.3 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
 - 74.5.4 Such other conditions as may be considered appropriate by the Chief Executive Officer given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 74.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the public service, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Chief Executive Officer 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.
- 74.7 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.

75. Study Assistance

- 75.1 The Chief Executive Officer shall have the power to grant or refuse study time for an employee.

- 75.2 Where the Chief Executive Officer approves the grant of study time for an employee, the grant shall be subject to:
- 75.2.1 The course undertaken by the employee being a course relevant to the Corporation and/or the public service and approved by the Chief Executive Officer;
 - 75.2.2 The time being taken at the convenience of the Corporation; and
 - 75.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 75.3 Study time may be granted to both full and part-time employees. Part-time employees however shall be entitled to a pro-rata allocation of study time to that of a full-time employee.
- 75.4 Study time may be used for:
- 75.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 75.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - 75.4.3 Private study; and/or
 - 75.4.4 Accumulation, subject to the conditions specified in subclauses 75.6 to 75.9 of this clause.
- 75.5 Employees requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- 75.5.1 Face-to-Face - Employees may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - 75.5.2 Correspondence - Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - 75.5.3 Accumulation - Employees may choose to accumulate part or all of their study time as provided in subclauses 75.6 to 75.9 of this clause.
- 75.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Corporation.
- 75.7 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 75.8 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 75.9 Where an employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 75.10 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.

- 75.11 Correspondence Courses - Study time for employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 75.12 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 75.13 Repeated subjects - Study time shall not be granted for repeated subjects.
- 75.14 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 75.15 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 75.16 The period granted as examination leave shall include:
- 75.16.1 Time actually involved in the examination;
- 75.16.2 Necessary travelling time, in addition to examination leave,
- but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the employee.
- 75.17 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 75.18 Study Leave - Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 75.19 All employees are eligible to apply and no prior service requirements are necessary.
- 75.20 Study leave shall be granted without pay, except where the Chief Executive Officer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Chief Executive Officer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 75.21 Where financial assistance is approved by the Chief Executive Officer for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.
- 75.22 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the Corporation may choose to identify courses or educational programmes of particular relevance or value and establish a Corporation scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SECTION 8 - OVERTIME

76. Overtime - General

- 76.1 An employee may be directed by the Chief Executive Officer 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:

- 76.1.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 76.1.2 Any risk to employee health and safety,
 - 76.1.3 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,
 - 76.1.4 The notice (if any) given by the Chief Executive Officer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
 - 76.1.5 Any other relevant matter.
- 76.2 Payment for overtime shall be made only where the employee works directed overtime.
- 76.3 Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement provided that, on the day when overtime is required to be performed, the employee shall not be required by the Chief Executive Officer to work more than 7 hours after finishing overtime or before commencing overtime.
- 76.4 Payment for overtime worked shall not be made under this clause if the employee is eligible, under any other industrial instrument, to:
- 76.4.1 Compensation specifically provided for overtime; or
 - 76.4.2 Be paid an allowance for overtime; or
 - 76.4.3 A rate of salary which has been determined as inclusive of overtime.

77. Overtime Worked By Day Workers

- 77.1 The provisions of this clause shall not apply to:
- 77.1.1 Employees covered by formal local arrangements in respect of overtime negotiated between the Chief Executive Officer and the Association;
 - 77.1.2 Employees to whom overtime provisions apply under another industrial instrument;
 - 77.1.3 Employees whose salary includes compensation for overtime; and
 - 77.1.4 Employees who receive an allowance in lieu of overtime.
- 77.2 Rates - Overtime shall be paid at the following rates:
- 77.2.1 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 employee's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements apply;
 - 77.2.2 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;
 - 77.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
 - 77.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.

- 77.3 If an employee 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 employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.
- 77.4 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.
- 77.5 Rest Periods
- 77.5.1 An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- 77.5.2 Where an employee, at the direction of the supervisor, 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.

78. Overtime Meal Breaks

- 78.1 Employees not working flexible hours - An employee required to work overtime on weekdays for an hour and a half or more after the employee's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 78.2 Employee working flexible hours - An employee required to work overtime on weekdays beyond 6.00 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.
- 78.3 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.

79. Overtime Meal Allowances

- 79.1 If an adequate meal is not provided by the Corporation, a meal allowance shall be paid by the Corporation at the appropriate rate specified in Item 8 of Table 1 - Allowances of Part B, Monetary Rates, provided the Chief Executive Officer is satisfied that:
- 79.1.1 the time worked is directed overtime;
- 79.1.2 the employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 79.1.3 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
- 79.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 79.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Chief Executive Officer shall approve payment of actual expenses.
- 79.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 79.4 Receipts shall be provided to the Chief Executive Officer or his/her delegate in support of any claims for additional expenses or when the employee is required to substantiate the claim.

79.5 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.

80. Rate of Payment for Overtime

An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 (as set out in the Crown Employees (Public Sector - Salaries 2017) Award and any variation or replacement award), as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Chief Executive Officer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.

81. Payment for Overtime Or Leave in Lieu

81.1 The Chief Executive Officer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the employee so elects, by the grant of leave in lieu in accordance with subclause 81.2 of this clause.

81.2 The following provisions shall apply to the leave in lieu:-

81.2.1 The employee shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the employee intends to take leave in lieu of payment.

81.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.

81.2.3 The leave must be taken at the convenience of the Corporation, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 70, Sick Leave to Care for a Sick Family Member of this award apply.

81.2.4 The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the employee's Corporation or section;

81.2.5 Leave in lieu accrued in respect of overtime shall be given by the Corporation and taken by the employee within three months of accrual unless alternate local arrangements have been negotiated between the Chief Executive Officer and the Association.

81.2.6 An employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

82. Calculation of Overtime

82.1 Unless a minimum payment in terms of subclause 77.4 of clause 77, Overtime Worked by Day Workers of this award applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.

82.2 The formula for the calculation of overtime at ordinary rates for employees employed on a five (5) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

82.3 To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.

82.4 Overtime is not payable for time spent travelling.

83. Provision of Transport in Conjunction With Working of Overtime

- 83.1 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 administrative units of Corporations where knowledge of each particular situation will enable appropriate judgements to be made.

- 83.2 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.

- 83.3 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.

SECTION 9 - MISCELLANEOUS

84. Anti-Discrimination

- 84.1 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.

- 84.2 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.

- 84.3 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.

- 84.4 Nothing in this clause is to be taken to affect:

84.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;

84.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

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

84.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

- 84.5 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.

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

84.5.2 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."

85. Secure Employment

85.1 Objective of this Clause

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

85.2 Casual Conversion

85.2.1 A casual employee engaged by the Corporation 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.

85.2.2 Where the Corporation employs such a casual employee, the Corporation 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 Corporation fails to comply with this notice requirement.

85.2.3 Any casual employee who has a right to elect under paragraph 85.2.1, upon receiving notice under paragraph 85.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Chief Executive Officer 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 Chief Executive Officer shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Chief Executive Officer 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.

85.2.4 Any casual employee who does not, within four weeks of receiving written notice from the Chief Executive Officer, 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.

85.2.5 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 Chief Executive Officer.

85.2.6 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 paragraph 85.2.3, the Chief Executive Officer and employee shall, in accordance with this paragraph, and subject to paragraph 85.2.3, 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 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 Chief Executive Officer and the employee.

85.2.7 Following an agreement being reached pursuant to paragraph 85.2.6, 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.

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

85.3 Work Health and Safety

85.3.1 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.

85.3.2 If the Corporation engages a labour hire business and/or a contract business to perform work wholly or partially on the Corporation'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 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.

85.3.3 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.

85.4 Disputes Regarding the Application of this Clause

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

85.5 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 ANTA Ministerial Council.

86. Existing Entitlements

The provisions of this award shall not affect any entitlements existing in the Corporation or section of the Corporation 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.

87. Area, Incidence and Duration

87.1 This award removes any doubt that the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (368 I.G. 884) and all variations thereof do not apply to the employees who are now covered under this award.

87.2 This award rescinds and replaces the Crown Employees (SAS Trustee Corporation) Award 2016 published on 24 June 2016 (379 IG 723).

87.3 This Award shall take effect on and from 1 July 2017 and will remain in force until 30 June 2018.

88. 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.

PART B

Table 1: Allowances of Part B - Monetary Rates of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys	ATO rates (2017-2018)
		Capital cities and high cost country centres (see list in item 2)	
		29.1.1 Breakfast	
		29.1.2 Dinner	
		29.1.3 Lunch	
		Tier 2 and other country centres (see list in item 2)	
		29.1.1 Breakfast	
		29.1.2 Dinner	
		29.1.3 Lunch	
		2	
Capital cities			
Adelaide			
Brisbane			
Canberra			
Darwin			
Hobart			
Melbourne			
Perth			
Sydney			

	26.8.2	High cost country centres Albany (WA) Alice Springs (NT) Bordertown (SA) Bourke (NSW) Bright (VIC) Broome (WA) Bunbury (WA) Burnie (TAS) Cairns (QLD) Carnarvon (WA) Castlemaine (VIC) Chinchilla (QLD) Christmas Island (WA) Cocos (Keeling) Islands (WA) Colac (VIC) Dalby (QLD) Dampier (WA) Derby (WA) Devonport (TAS) Emerald (QLD) Exmouth (WA) Geraldton (WA) Gladstone (QLD) Gold Coast (QLD) Gosford (NSW) Halls Creek (WA) Hervey Bay (QLD) Horn Island (QLD) Jabiru (NT) Kalgoorlie (WA) Karratha (WA) Katherine (NT) Kingaroy (QLD) Kununurra (WA) Mackay (QLD) Maitland (NSW) Mount Isa (QLD) Mudgee (NSW) Newcastle (NSW) Newman (WA) Norfolk Island Northam (WA) Orange (NSW) Port Hedland (WA) Port Pirie (SA) Queanbeyan (NSW) Roma (QLD) Thursday Island (QLD) Wagga Wagga (NSW) Weipa (QLD) Whyalla (SA) Wilpena-Pound (SA) Wollongong (NSW) Wonthaggi (VIC) Yulara (NT)	ATO rates (2017-2018)
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26.8.2	Tier 2 country centres	ATO rates (2017-2018)
	Albury (NSW)	
	Ararat (VIC)	
	Armidale (NSW)	
	Ayr (QLD)	
	Bairnsdale (VIC)	
	Ballarat (VIC)	
	Bathurst (NSW)	
	Benalla (VIC)	
	Bendigo (VIC)	
	Broken Hill (NSW)	
	Bundaberg (QLD)	
	Ceduna (SA)	
	Charters Towers (QLD)	
	Coffs Harbour (NSW)	
	Cooma (NSW)	
	Dubbo (NSW)	
	Echuca (VIC)	
	Esperance (WA)	
	Geelong (VIC)	
	Goulburn (NSW)	
	Gunnedah (NSW)	
	Hamilton (VIC)	
	Horsham (VIC)	
	Innisfail (QLD)	
	Kadina (SA)	
	Launceston (TAS)	
	Mildura (VIC)	
	Mount Gambier (SA)	
	Muswellbrook (NSW)	
	Naracoorte (SA)	
	Nowra (NSW)	
	Port Augusta (SA)	
	Portland (VIC)	
	Port Lincoln (SA)	
	Port Macquarie (NSW)	
	Queenstown (TAS)	
	Renmark (SA)	
	Rockhampton (QLD)	
	Sale (VIC)	
	Seymour (VIC)	
Shepparton (VIC)		
Swan Hill (VIC)		
Tamworth (NSW)		
Tennant Creek (NT)		
Toowoomba (QLD)		
Townsville (QLD)		
Tumut (NSW)		
Warrnambool (VIC)		
26.8.2	Other country centres	ATO rates (2017-2018)
26.8.2	Incidental expenses when claiming actual expenses - all locations	ATO rates (2017-2018)
26.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	ATO rates (2017-2018)

3	25.8.1	Incidental expenses	ATO rates 2017-2018
4	34.2.1	Camping allowance	Per night
	34.2.2	Established camp	\$31.05
		Non established camp	\$41.00
		Additional allowance for staff who camp in excess of 40 nights per year	\$9.80
5	35.2	Composite allowance (per day)	\$148.05
6	36.3	Use of private motor vehicle	Cents per kilometre
	36.3	Official business	ATO rates 2017-2018
	36.3	Casual rate	ATO rates 2017-2018
	36.7	Motor cycle allowance	ATO rates 2017-2018
		Towing trailer or horse float	ATO rates 2017-2018
7	38.2	Camping equipment allowance	Per night
	38.3	Camping equipment allowance	\$30.70
		Bedding and sleeping bag	\$5.20
8		Remote areas allowance	Per annum
		With dependants	
	39.2.1	- Grade A	\$1964 pa
	39.2.2	- Grade B	\$2605 pa
	39.2.3	- Grade C	\$3480 pa
		Without dependants	
	39.2.1	- Grade A	\$1371 pa
	39.2.2	- Grade B	\$1826 pa
	39.2.3	- Grade C	\$2437 pa
9	40.1	Assistance to employees stationed in a remote area when travelling on recreation leave	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$48.40
		Other transport - with dependants	Actual reasonable expenses in excess of \$48.40 and up to \$324.40
		Other transport - without dependants	Actual reasonable expenses in excess of \$48.40 and up to \$160.20
		Rail travel	Actual rail fare less \$48.40
10	41	Insurance cover	Up to \$1,173
11	42.2	Exchanges	Actual cost
12	43.1	Room at home used as office	\$894 pa
13	92.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2017)	0.96 per hour
14	45	Flying allowance (effective ffpp on or after 1 July 2017)	\$20.70 per hour

15	46.1	Uniforms, protective clothing and laundry allowance	\$4.70 per week
16	48.1	Garage and carport allowance	Per annum
		- Garage allowance	\$633 pa
		- Carport allowance	\$14 1pa
17	50.1	Community language allowance scheme (effective ffpp on or after 1 July 2017)	Per annum
		- Base Level Rate	\$1379 pa
		- Higher Level Rate	\$2070 pa
18	51.1	First aid allowance (effective ffpp on or after 1 July 2015)	Per annum
		- Holders of basic qualifications	\$888 pa
		- Holders of current occupational first aid certificate	\$1334 pa
19	94.1	Overtime meal allowances	Effective 1 July 2017
		Breakfast	ATO rates (2017-2018)
		Lunch	ATO rates (2017-2018)
		Dinner	ATO rates (2017-2018)
		Supper	ATO rates (2017-2018)

Table 2 - Salary Rates

Clauses 3.14, 6 and 87.2

Grade	Salary rate from first full pay period on or after 1 July 2017 \$
STC Grade 4	77,702
STC Grade 5	86,293
STC Grade 6	91,559
STC Grade 7	98,043
STC Grade 8	105,375
STC Grade 9	111,568
STC Grade 10	120,731

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

LOCAL GOVERNMENT (ELECTRICIANS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of employees.

(Case No. 2017/125373)

Before Chief Commissioner Kite

5 June 2017

VARIATION

1. Delete Part B, Monetary Rates, of the award published 30 November 2007 (364 I.G. 453) and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 Wage Rates**

Clause 5 Wage Rates	SWC 2016 (2.4%)
Technical / Trades Band Level 1	850.80
Technical / Trades Band Level 2	935.90
Technical / Trades Band Level 3	1070.70
Professional Band Level 1	935.90
Professional Band Level 2	1070.70
Professional Band Level 3	1200.30
Professional Band Level 4	1402.70
Apprentice 1 year	471.00
Apprentice 2 year	556.10
Apprentice 3 year	639.00
Apprentice 4 year	719.60

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 27 April 2017.

Note: The rates of pay and allowances in this award include the adjustments payable under the State Wage Case 2014, 2015 and 2016. These adjustments may offset against:

- (i) Any equivalent over-award payments, and/or
- (ii) award wage increases other than State Wage Case adjustments.

Table 2 Other Rates and Allowances

Special Allowance	Amount \$
(a) Dirty work	0.36
(b) Wet places	0.41
(c) Confined spaces	0.41
(d) Working underground	0.36
(e) Working with raw sewerage	7.94
Clause 8 Tool Allowance	
(i) Tools Electrical Tradesperson	32.70
(iv) (b) Compensation for lost tools	83.30
Clause 14 On call	
(iii) on call allowance	108.30
Clause 15 Meal Time Allowance	
(i) meal allowance	14.90
(ii) (a) meal allowance	14.90
(ii) (b) meal allowance on overtime	11.50
Clause 24 Traveling Allowance	
3-10km	5.00
10-20km	9.20
20-30km	13.10
30-40km	16.90
40-50km	20.90
Each additional km	0.40
Clause 27 Driving of Motor Vehicles	
(ii) (a) Use of private motor vehicle	
Under 2.5 litres cents per Km	0.68
2.5 litres and over cents per Km	0.78
(b) Minimum yearly allowance	7556.60
Clause 28 Industry Allowance	
Industry allowance	54.60
Clause 31 Miscellaneous	
(ii) (a) West of the line allowance	1.03
(iii) First aid allowance	3.17

2. This variation shall take effect from the first full pay period commencing on and from 27 April 2017.

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

LOCAL GOVERNMENT (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of employees.

(Case No. 2016/214552)

Before Commissioner Murphy

30 June 2017

AWARD**PART A****1. Arrangement**

Clause No.	Subject Matter
1	Arrangement
2	Statement of Intent
3	Anti-discrimination
4	Definitions
5	Skill Descriptors
6	Rates of Pay
7	Salary System
8	Use of Skills
9	Performance Evaluation and Reward
10	Payment for Relief Duties/Work
11	Payment of Employees
12	Annualised Salaries
13	Salary Sacrifice
14	Superannuation and Related Arrangements
15	Allowances, Additional Payments and Expenses
16	Motor Vehicle Arrangements
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37	Work Health and Safety
38	Termination of Employment
39	Workplace Change
40	Termination of Employment due to Redeployment and Redundancy
41	Council Agreements
42	Savings and Transitional
43	Leave Reserved
44	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

Schedule 1 - Minimum Standards of Caravan
Accommodation to be provided to Employees
Required to Camp Out.

2. Statement of Intent

The parties to the Award are committed to co-operating positively to increase the productivity, structural efficiency and financial sustainability of Local Government and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:

- improve skill levels and establish skill-related career paths;
- eliminate impediments to multi-skilling;
- broaden the range of tasks which a worker may be required to perform;
- achieve greater flexibility in workplace practices;
- eliminate discrimination;
- establish rates of pay and conditions that are fair and equitable;
- work reasonable hours;
- promote job security;
- ensure and facilitate flexibility for work and family responsibilities;
- ensure the delivery of quality services to the community and continuous improvement;
- encourage innovation;
- promote cooperative and open change management processes; and
- promote the health and safety of workers and other people in the workplace.

3. 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* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- (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* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (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* (NSW);
 - (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

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

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

4. Definitions

- (i) Association means the Local Government and Shires Association of New South Wales, which is also known as Local Government NSW (LGNSW).
- (ii) Council means a Municipal, City, Shire, County Council or Council within NSW as defined in the *Local Government Act 1993*. This definition shall be read subject to the allocation of responsibilities as specified in the *Local Government Act 1993* (NSW).
- (iii) Competency based training refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
- (iv) Complying superannuation fund has the same meaning as in the *Superannuation Industry (Supervision) Act 1993* (Cth).
- (v) Days - unless otherwise specified, any reference to 'days' shall mean calendar days.
- (vi) Employer means all employers in local government or in the local government industry within NSW that are covered by clause 44, Area, Incidence and Duration of this Award.
- (vii) General Manager shall mean a person appointed in accordance with section 334 of the *Local Government Act 1993* (NSW) to discharge the duties and responsibilities of the office of general manager as set out in section 335 of the *Local Government Act 1993* (NSW) and such other duties that a

council may delegate to the general manager. When carrying out these duties, the general manager is acting on behalf of the council.

(viii) Ordinary Pay means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following penalties and allowances where they are regularly received:

- Saturday, Sunday and shift penalties
- hours of work flexibility agreements allowances
- adverse working conditions allowances
- climatic, west of the line allowances
- civil liability allowance
- tool allowances
- on call allowance
- first aid allowance
- community language and signing work allowances.

provided that subject to the exclusions below and at clauses 10(ii) and 21D(ix), an employee's ordinary pay during periods of paid leave under this Award shall not be more or less than what the employee would have received had the employee not been on paid leave.

The following allowances shall be excluded from the composition of ordinary pay:

- overtime payments
- camping allowance
- travelling allowances
- sewer chokes allowance
- vehicle allowances
- meal allowances.

(ix) Rostered Day Off means, a non-working day for full-time employees pursuant to an arrangement of ordinary hours under clause 18A, where the employee:

- (a) within two weeks, is granted four days off and one additional day off (the "rostered day off"); or
- (b) within three weeks, is granted six days off and one additional day off (the "rostered day off"); or
- (c) within four weeks, is granted eight days off and one additional day off (the "rostered day off").

(x) Seven day a week rotating roster system means a work roster system in which the employee is regularly required to work:

- (a) ordinary hours on each of the seven calendar days of the week; and
- (b) ordinary hours on at least one Saturday and one Sunday in every four, or in the case of a seasonal worker an average of at least twelve Saturdays and twelve Sundays during a twelve month period; and
- (c) on Public Holidays; and
- (d) at different agreed commencement times during the roster period (i.e. different shifts)

provided that where, prior to the commencement of this Award, an employee regularly worked according to a roster system that the employer regarded as a seven day a week rotating roster system, and the employee continues to work according to the same roster system, the roster system shall be deemed to be a seven day a week rotating roster system for that employee.

- (xi) Significant effects include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (xii) Superannuation contributions means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the Superannuation Guarantee (Administration) Act 1992 (Cth), and any additional superannuation contributions made by way of salary sacrifice.
- (xiii) Union means the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union (USU); the Local Government Engineers' Association of New South Wales (LGEA); the Development and Environmental Professionals' Association (DEPA); and the Nurses' and Midwives Association of New South Wales.

5. Skill Descriptors

The Award structure consists of skill based bands and levels that are defined according to the following skill descriptors:

(i) Operational Band 1, Level 1

Authority and accountability: Completion of basic tasks with work closely monitored by the team leader or supervisor.

Judgement and problem solving: Judgement is limited and coordinated by other workers.

Specialist knowledge and skills: Specialist knowledge and skills are obtained through on-the-job training and employer-based induction training. Off-the-job training may lead to trade, technical or professional qualifications.

Management skills: Not required.

Interpersonal skills: Limited to communications with other staff and possibly, with the public.

Qualifications and experience: Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work/skills experience is desirable.

(ii) Operational Band 1, Level 2

Authority and accountability: Responsible for completion of basic tasks with individual guidance or in a team.

Judgement and problem solving: Applies standard procedures with normally few if any options in the application of skills.

Specialist knowledge and skills: Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.

Management skills: Not required.

Interpersonal skills: Frequent communication with other staff and/or the public common but normally at a routine level.

Qualifications and experience: Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

(iii) Operational Band 1, Level 3

Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis.

Judgement and problem solving: Judgement is required to follow predetermined procedures where a choice between more than two options are present.

Specialist knowledge and skills: Application of skills, including machine-operation skills, following training "on the job" or accredited external training over a number of months.

Management skills: Some guidance/supervision may be required. May assist a co-ordinator/trainer with on-the-job training.

Interpersonal skills: Skills required for exchange of information on straightforward matters.

Qualifications and experience: Suitable experience or qualifications in a number of defined skill areas.

(iv) Operational Band 1, Level 4

Authority and accountability: Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.

Judgement and problem solving: Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.

Specialist knowledge and skills: The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.

Management skills: Supervisory skills in the communication of instructions, training and the checking of work may be required.

Interpersonal skills: Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.

Qualifications and Experience: Experience to adapt procedures to suit situations and a thorough knowledge of the most complex operational work procedures to achieve work objectives.

(v) Administrative/Technical/Trades Band 2, Level 1

Authority and accountability: Responsible for the completion of work requiring the application of trades, administrative or technical skills.

Judgement and problem solving: Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.

Specialist knowledge and skills: Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.

Management skills: Positions may require skills in the supervision or co-ordination of small groups.

Interpersonal skills: Communication skills to explain situations or advise others.

Qualifications and experience: Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

(vi) Administrative/Technical/Trades Band 2, Level 2

Authority and accountability: Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical/administrative skills.

Judgement and problem solving: Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems.

Specialist knowledge and skills: Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.

Management skills: May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.

Interpersonal skills: In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.

Qualifications and experience: Thorough working knowledge and experience of all work procedures for the application of technical/trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

(vii) Administrative/Technical/Trades Band 2, Level 3

Authority and accountability: May be responsible to provide a specialised/technical service and to complete work which has some elements of complexity. Make recommendations within the employer and represent the employer to the public or other organisations.

Judgement and problem solving: Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.

Specialist knowledge and skills: Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

Management skills: May supervise groups of operational and/or other administrative/trades/technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.

Interpersonal skills: Skills to communicate with subordinate staff and the public and/or negotiation/persuasive skills to resolve disputes with staff or the public.

Qualifications and experience: An advanced certificate, associate diploma, appropriate in-house training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

(viii) Professional/Specialist Band 3, Level 1

Authority and accountability: Provides specialised/technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.

Judgement and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources

within the employer, and assistance is usually available from other professional/specialist staff in the work area.

Specialist knowledge and skills: Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

Management skills: Positions at this entry level to the Professional/Specialist Band are not required to possess management skills.

Interpersonal skills: Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

Qualifications and experience: Professional/specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

(ix) Professional/Specialist Band 3, Level 2

Authority and accountability: Provides a specialised/technical service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

Judgement and problem solving: Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and/or determine progress.

Specialist knowledge and skills: Experience in the application of technical concepts and practices requiring additional training are required at this level.

Management skills: May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.

Interpersonal skills: Interpersonal skills in leading and motivating staff in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

Qualifications and experience: Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

(x) Professional/Specialist Band 3, Level 3

Authority and accountability: Provides a professional advisory role to people within or outside the employer. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position may manage several major projects or sections within a department of the employer.

Judgement and problem solving: Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

Specialist knowledge and skills: The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.

Management skills: May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.

Interpersonal skills: Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels.

Communication skills are required to enable provision of key advice both within and outside the employer and to liaise with external bodies.

Qualifications and experience: Tertiary qualifications combined with a high level of practical experience and an in-depth knowledge of work.

(xi) Professional/Specialist Band 3, Level 4

Authority and accountability: Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to the employer on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.

Judgement and problem solving: Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management. At this level, the position may represent senior management or the employer in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

Management skills: Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.

Interpersonal skills: Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.

Qualifications and experience: Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

(xii) Executive Band 4

Authority and accountability: Accountable for the direction and control of the employer or a department or the like. Influence and commit the employer or a department or the like to long-term strategic directions. Lead policy development and implementation.

Judgement and problem solving: Positions solve problems through analytic reasoning and integration of wide-ranging and complex information, and have a high level of independence in determining direction and approach to issues.

Specialist knowledge and skills: The position requires the application of a range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent. Ability to provide authoritative advice to the employer.

Management skills: Application of corporate management skills in a diverse organisation to establish goals and objectives. Manage and control staff, budgets and work programs or major projects of the employer or a department or the like utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve service to the employer's clients.

Interpersonal skills: Positions use persuasive skills with external parties on major items of critical importance to the employer. They motivate managers and staff at all levels by leading and influencing others to achieve complex objectives. They influence the development of the employer.

Qualifications and experience: Positions will have a relevant degree or equivalent and management experience, combined with accredited management qualifications.

6. Rates of Pay

- (i) The rates of pay are established for positions with the skills descriptors as defined in Clause 5, Skill Descriptors of this Award.
- (ii) The rates of pay are set out in Table 1 of Part B of this Award and are entry level rates of pay only, except for Operational Band 1, Level 1, which are actual rates of pay.
- (iii) The employer shall introduce a salary system to complement the skills-based structure and rates of pay of the Award.

7. Salary System

- (i) A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (ii) The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in the Award by identifying grades. Each grade shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.
- (iii) Positions shall be assigned a salary grade(s) within the structure. A position may extend across more than one grade in the employer's salary system or level as prescribed by Clause 5 Skills Descriptors of this Award.
- (iv) Progression through the salary system shall be based upon:
 - (a) the acquisition and use of skills; or
 - (b) employee performance, provided that progression beyond the award entry level based upon the acquisition and use of skills is also available.
- (v) Where Skills Based Progression is Not Reasonably Available Within the Salary Range for the Position, Employees Shall Have Access to Progression Based on the Achievement of Performance Objectives Relating to the Position. Such Performance Objectives Shall be Set in Consultation With the Employee(S).
- (vi) Subject to subclauses (iv) and (v), skills for progression relevant to the position shall be assigned to each salary point/step within the grade, or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system.
- (vii) Except where otherwise provided, employees shall be assessed for progression through the salary range for their position at least annually or when they are required to use skills that would entitle them to progress in the salary system.
- (viii) The employer shall not be required to conduct annual assessments for those employees who have progressed through the salary system to the maximum point/step for their position, provided that if an employee on or above the maximum point/step for their position requests an annual assessment in writing, the employer will provide one.
- (ix) At the time of assessment, the employer shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs.
- (x) The salary system shall include a process by which employees can appeal against their assessment.
- (xi) Employees shall have access to information regarding the grade, salary range and progression steps of the position.

- (xii) Where the employer changes its salary system structure, employees shall not suffer a reduction in pay or salary range. Further, employees shall not suffer a reduction in progression steps based on the acquisition and use of skill, unless otherwise agreed.

8. Use of Skills

- (i) The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.
- (ii) The employer may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- (iii) An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (iv)
 - (a) The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by the employer to be used as an adjunct to the employee's normal duties.
 - (b) Subject to subclauses (xii) and (xiii) of Clause 15, Allowances, Additional Payments and Expenses, employees who are required by the employer to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position.

9. Performance Evaluation and Reward

A. ENTERPRISE

- (i) It is the intention of the parties to create a flexible award in which employers can increase the overall efficiency and effectiveness of local government services.
- (ii) Employers should consider the development of enterprise key performance indicators which are specific to local needs.
- (iii) Where the employer develops enterprise key performance indicators regard shall be had to the following:
 - (a) measurement of the manner and process by which services are provided;
 - (b) measurement of both qualitative and quantitative aspects of service provision e.g. community satisfaction, timeliness, service quality, output and cost data.
- (iv) Employers shall discuss enterprise key performance indicators relating to human resources activities and/or job redesign with the consultative committee.
- (v) Employee(s) or the employer may seek assistance from the appropriate union or Association in developing and implementing enterprise key performance indicators.

B. INDIVIDUAL/TEAM

- (i) Enterprise key performance indicators may be used to develop performance targets for teams or individual employees.
- (ii) All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance. A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard

performance. A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.

- (iii) This Award recognises that all employees shall have on-going feedback about performance. The performance development process can be simplified to three stages:
 - (1) joint development on objectives and performance standards;
 - (2) progress reviews; and
 - (3) a formal performance review which is followed by decisions and outcomes.

C. BONUS AND ADDITIONAL PERFORMANCE PAYMENTS

- (i) Employers may make available access to bonus payments or other opportunities for additional reward for those employees who have progressed through the salary system to the maximum point/step for their position.
- (ii) Where a salary system provides for the payment of a performance component separate from a skills component, variations to payments under the performance component shall not affect payments under the skills component.

10. Payment for Relief Duties/Work

- (i) An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills/experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- (ii) Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an award holiday. An employee on annual leave may be entitled to a higher rate of pay in accordance with the provisions of Clause 21D(ix) of this Award.
- (iii) An award employee who is required to relieve in a senior staff position, so designated under the *Local Government Act 1993* (NSW), shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.
- (iv) An employee who is required to relieve an employee in a higher level position, who is on a rostered day off, shall not be entitled to be paid for that relief, except for employees who were being paid for such relief prior to the operative date of this award.

11. Payment of Employees

- (i) Employees shall be paid either weekly or fortnightly, or any other period by agreement, on a fixed regular pay day.
- (ii) The employer shall fix a regular payday, between Monday and Friday inclusive. The employer may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- (iii) Payment shall be by cash, cheque or direct credit to the employee's nominated account.
- (iv) The employer shall deduct and pay on behalf of the employee from any remuneration payable to the employee union membership fees where authorised by the employee in writing. The employer can deduct and pay on behalf of the employee from any remuneration payable to the employee such other amounts as the employee authorises in writing.

- (v) An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control, provided that this subclause shall not apply if:

alternative duties are available that the employee can usefully perform, or

the bushfire or other climatic circumstance occurred outside of the State of New South Wales, or

the employee has been unable to attend work for more than one week per bushfire or other climatic circumstance event. The employee may, in exceptional circumstances, apply to the employer for paid special leave and such request shall not be unreasonably refused.

- (vi) Where an employee takes a period of sick leave and subsequently becomes entitled to the payment of workers compensation for the same period but at a lesser amount than the sick leave already paid, the employer shall be entitled to deduct from the employee's remuneration the difference between the sick leave payment and the workers' compensation payment.

12. Annualised Salaries

- (i) Annual salary instead of award provisions

Notwithstanding any other provision of this Award, the employer and an employee may agree that the employer may pay the employee an annual salary in satisfaction of any or all payments arising under the following provisions of the Award:

- (a) Rates of Pay - clause 6;
- (b) Use of Skills - clause 8;
- (c) Performance Evaluation and Reward - clause 9
- (d) Payment for Relief Duties/Work - clause 10
- (e) Salary Sacrifice - clause 13
- (f) Allowances, Additional Payments and Expenses - clause 15
- (g) Residence - clause 17
- (h) Hours of Work - clause 18
- (i) Overtime - clause 19
- (j) Holidays - clause 20

- (ii) Annual salary not to disadvantage employees

- (a) The annual salary must be no less than the amount the employee would have received under this Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.
- (c) Employees shall not be denied the opportunity to apply for new or vacant positions as a result of the operation of this clause.

- (iii) An annual salary agreement must:
 - (a) be in writing and signed by both parties;
 - (b) state the date on which the arrangement commences;
 - (c) be provided to the employee;
 - (d) contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all award obligations had been met, taking account of the value of the provision of matters not comprehended by the award such as private use of an employer provided motor vehicle;
 - (e) be subject to an annual review;
 - (f) contain details of any salary package arrangements, including the annual salary that is payable;
 - (g) contain details of any other non-salary benefits provided to the employee such as an employer provided motor vehicle;
 - (h) contain details of any performance pay arrangements and performance measurement indicators;
 - (i) contain the salary for the purposes of accident make up pay (if applicable); and
 - (j) contain the award band and level for the role.
- (iv) An annual salary agreement may be terminated:
 - (a) by the employer or the employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the employee.
- (v) On termination of an annual salary agreement, the employee will revert to the Award entitlements unless a new annual salary agreement is reached.
- (vi) Notwithstanding the above, annualised salary arrangements entered into prior to 1 July 2014 may continue to operate in accordance with their terms.

13. Salary Sacrifice

- (i) The employer and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed include, but shall not be limited to, child care facilities operated by the employer on its premises; and additional superannuation and motor vehicles supplied by the employer under lease back arrangements where the amount to be salary sacrificed for leaseback of the employer's motor vehicle is that part of the lease back fee that exceeds the employer's fringe benefit tax liability.
- (iii) The value of the benefits shall be agreed between the employer and employee and shall include fringe benefits tax where applicable.
- (iv)
 - (a) The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both the employer and the employee.

- (b) The employee may request in writing to change the benefits to be salary sacrificed once each year and the employer shall not unreasonably refuse the request.
- (v) The employee's gross pay is their pre tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- (vi) The value of a salary sacrifice benefit and applicable fringe benefit tax, shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- (vii) The value of salary sacrifice benefits and applicable fringe benefits tax shall be ordinary pay for calculating overtime and termination payments.
- (viii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (ix)
 - (a) The employer will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
 - (b) The employer has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (x) A salary sacrifice arrangement shall cease on the day of termination of employment.
- (xi) A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- (xii) The employer may maintain and/or enter into other salary sacrifice arrangements with employees.

14. Superannuation and Related Arrangements

- (i) Superannuation Fund Contributions
 - (a) Subject to the provisions of the *Industrial Relations Act 1996 (NSW)*, the employer shall make superannuation contributions to the Local Government Superannuation Scheme and not to any other superannuation fund.
- (ii) Salary Sacrifice Arrangements specific to Superannuation
 - (a) For the purposes of this sub-clause:
 - i. "Eligible employee" means an employee with at least ten (10) years continuous service with the employer who has an accrued entitlement to long service leave under the Award that is in excess of the long service leave entitlement that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955 (NSW)*.
 - ii. "Excess LSL" means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955 (NSW)*.
 - iii. "LSL" means Long Service Leave.
 - iv. "LSL Act" means the *Long Service Leave Act 1955 (NSW)*.
 - v. "Ordinary Time Earnings" has the same meaning as in section 6(1) of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

- vi. "Superannuation Fund" means the Local Government Superannuation Scheme.
- (b) Subject to this clause, eligible employees may, with the consent of the employer, cash out some or all of their Excess LSL.
- (c) Any Excess LSL cashed out in accordance with clause shall be paid to the employee at the employee's ordinary pay.

Example: A full-time employee with 10 years' continuous service with the employer accrues 13 weeks LSL under the Award, whereas they would have only accrued 8 weeks LSL if covered by s4 of the LSL Act. After 10 years' service, the employee would have up to 5 weeks Excess LSL which may, with the consent of the employer, be cashed out.

- (d) Eligible employees who have Excess LSL cashed out under this clause must enter into a Salary Sacrifice Arrangement for the equivalent amount to be paid into the Superannuation Fund as Ordinary Time Earnings, unless the employee has reached their concessional contribution cap.
- (e) Notwithstanding clause 13(vi) of the Award, any Salary Sacrifice Arrangement made under this clause shall not be treated as an approved benefit for superannuation purposes.

15. Allowances, Additional Payments and Expenses

- (i) Level 1 Adverse Working Conditions Allowance
- (a) A level 1 adverse working conditions allowance in addition to the weekly rate of pay shall be payable to designated employees to compensate for the special disabilities associated with working outdoors and/or for moderately obnoxious, offensive or dirty working conditions.
- (b) The level 1 adverse working conditions allowance shall be paid at the rate set out in Table 2 of Part B of this Award and shall be paid for all purposes of the Award but shall not attract any penalty.
- (c) All employees in Levels 2, 3 and 4 of the Operational Band 1 and employees engaged in the gardening, building, metal and mechanical trades of the Administrative/Technical/Trades Band 2 shall be paid the level 1 adverse working conditions allowance for all hours worked, excepting staff engaged in the following functions:
- Administration
 - Civic Centre, Recreation and Theatre
 - Community Services
 - Finance
 - Garbage, Sanitary and Sullage
 - Managing Saleyards
 - Noxious Plant Inspection
 - Ordinance Control
 - Public Relations
 - Supervising in Band 2
 - Technical Services
 - Works Supervisor
- (d)
- (1) Designated employees in Operational Band 1 and Administrative / Technical / Trades Band 2 who do not qualify for the allowances at subclauses 15(i)(c) and 15(ii)(a) shall be paid the level 1 adverse working conditions allowance for the actual time worked by direction performing the following work, with a minimum payment of one (1) hour per day on which the work is performed:

Childcare employees - whilst changing nappies

Employees whose duties involve animal destruction - whilst destroying companion animals and/or manual handling the remains or faeces of such companion animals. For the purpose of this subclause, companion animals means cats and dogs.

- (2) The employer may make an average payment equivalent to an agreed number of hours per week where the employee is regularly required to perform such work.

(ii) Level 2 Adverse Working Conditions Allowance

- (a) All employees classified in the Operational Band 1, of this Award (except for supervisors), who are employed in garbage, sanitary and sullage collection work or engaged at garbage tips, in street sweeping and in cleaning offensive materials from gutters or storm water drains, shall in addition to their weekly rate of pay, be paid a level 2 adverse working conditions allowance at the rate set out in Table 2 of Part B of this Award. This allowance shall be paid for all purposes of the Award but shall not attract any penalty.
- (b) The level 2 adverse working conditions allowance is to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of duties performed by employees engaged in this work.

(iii) Sewer Chokes

The sewer choke allowance is to compensate for the highly obnoxious working conditions associated with the clearing of blockages in live sewers, which typically includes:

- (a) the clearing of blockages in sewer mains (of any diameter) carrying raw or partially treated sewerage to sewerage treatment plants, often in circumstances where direct contact with the raw sewerage is unavoidable; and
- (b) the clearing of blockages in other parts of the sewerage system where disassembly is required and direct contact with raw sewerage is unavoidable.

Employees clearing sewer chokages and/or other parts of the sewerage system as provided above shall be paid at the rate set out in Table 2 of Part B of this Award whilst so engaged.

For the purposes of this subclause, a live sewer shall mean part of a sewerage system that transports raw or partially treated sewerage from a building to a septic tank or sewerage treatment works, typically at or below ground surface level.

For the purposes of this subclause, a sewer choke shall mean a partial or total blockage that may result in a spill to the external environment from the sewer system.

The sewer choke allowance is paid per shift, including overtime shifts which are not continuous with an ordinary shift.

The sewer choke allowance shall not be paid in addition to the septic tanks allowance at subclause 15(iv) or sewerage treatment works allowance at subclause 15(v) of this Award.

(iv) Septic Tanks

Employees shall be paid treble rates in addition to their normal rates for all time occupied on work in connection with the cleaning of septic tanks, and/or septic closets and/or chemical closets by other than mechanical means. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

(v) Sewerage Treatment Works

Employees required during their ordinary hours of work to enter and clean or enter and maintain digestion tanks at sewerage treatment works, aeration ponds or wet wells at sewer pump stations, where

direct contact with raw sewerage is unavoidable, shall be paid at the rate of double ordinary rates for all time worked. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

(vi) Employee Providing Tools

- (a) Where the employee and the employer agree that the employee shall supply their own tools, a tool allowance shall be paid as follows: -

	PER WEEK \$
Bricklayer	Table 2 of Part B
Carpenter and Plumber	Table 2 of Part B
Metals and Mechanical Trades	Table 2 of Part B
Painter and Signwriter	Table 2 of Part B
Plasterer	Table 2 of Part B

- (b) Complete Tool Kits - allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.
- (c) Special Purpose Tools - allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.
- (d) Compensation of Tools - The employer shall reimburse the employee to a maximum per annum as set out in Table 2 of Part B for loss of tools by breaking and entering whilst securely stored at the employer's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.
- (e) Provided for the purposes of this clause: -
- (1) Only tools used by the employee in the course of their employment shall be covered by this clause;
 - (2) The employee shall, if requested to do so, furnish the employer with a list of tools so used;
 - (3) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
 - (4) The employee shall report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

(vii) Telephone

Where an employee and the employer agree that a fixed line telephone installed at the employee's residence can be used as a means of communication to such employee and there is no reliable and accessible mobile network telephone coverage at the residence, the employer shall reimburse the employee the annual rental of such fixed line telephone and for the actual charge made for all outward calls made on the employer's behalf.

(viii) Expenses

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the employer and, where practicable shall be included in the next pay period. The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between the employer and the employee. Travelling arrangements shall be agreed between the employer and the employee.

(ix) Certificates, Licences and other Approvals

- (a) Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of the Award is required by the employer to hold a WorkCover NSW approved certificate or licence the employer shall reimburse the employee for the cost of such certificate or licence.
- (b) Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of the Award is required by the employer to hold a drivers licence other than a Class C (car) or Class R (rider) licence, the employer shall reimburse the employee the difference between the cost of the licence and the cost of a Class C (car) drivers licence.
- (c) Where an employee engaged in child-related work is required by the employer to undertake a Working with Children Check as provided by the Child Protection (Working with Children) Act 2012 (NSW), the employer shall reimburse the employee for the cost of such Working With Children Check.

(x) Travelling Allowance

- (a) This subclause shall apply to employees who are required to start and/or finish work at a location away from the employer's depot, workshop or other agreed normal place of work, and travel to and/or from such location in their own time.
- (b) For the purposes of this subclause "normal place of work" shall mean:
 - (1) the employer's workshop or depot;
 - (2) an office or building of the employer to which the employee is usually assigned;
 - (3) any other agreed starting and/or finishing point.
- (c) Unless otherwise provided, each employee will be assigned to one normal place of work only.
- (d) An employee may be assigned to more than one normal place of work by agreement.
- (e) An employee may be transferred to a different normal place of work at any time by agreement or by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee. In the event of a dispute Clause 35, Grievance and Dispute Procedures, shall apply.
- (f) Where an employee is required to commence and/or finish work at a location away from the employee's normal place of work and the distance travelled is greater than the distance usually travelled by the employee between their place of residence and normal place of work, the employee shall be paid a travelling allowance for each journey of excess travel, according to the following scale, provided that reasonable transport is available:

EXCESS DISTANCE TRAVELLED	ENTITLEMENT
Less than 3kms	Nil
3km but not more than 10km	Table 2 of Part B
More than 10km but not more than 20km	Table 2 of Part B
More than 20km but not more than 33km	Table 2 of Part B
More than 33km but not more than 50km	Table 2 of Part B
Plus (See Table 2 of Part B) for each additional 10km in excess of 50kms.	Table 2 of Part B

Note: On and from 1 July 2014, an employee may be entitled to two travelling allowances on the one day.

- (g) For the purpose of this subclause a residence shall not be reckoned as such unless it is situated within the council area. Where the employee resides outside the council area the travelling allowance is payable from the council boundary of the employer by which they are employed.
- (h) For the purpose of this subclause distance shall mean the nearest trafficable route to work.
- (i) Where transport is provided by the employer the conveyance shall have suitable seating accommodation and a cover to protect the employees from the weather. Explosives shall not be carried on vehicles which are used for the conveyance of employees.
- (j) Where the employer and employee agree that the employee is to use their own vehicle to transport other employee(s) or materials to and/or from a worksite located away from the employee's normal place of work, a vehicle allowance for the use and depreciation of the vehicle shall be paid as follows:

	Kilometres travelled transporting other employee(s) or materials Cents per kilometre
Under 2.5 litres (nominal engine capacity)	Table 2 of Part B
2.5 litres (nominal engine capacity) and over	Table 2 of Part B

Such vehicle allowance shall be paid in addition to travelling allowances provided by this subclause.

For the purposes of this subclause, materials shall not include incidental items (including but not limited to keys, mobile phones, lap-top computers and personal protective clothing).

Where the employer provides transport but the employee elects to make their own travel arrangements, the vehicle allowances in this subclause shall not apply.

- (k) This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in Clause 35 of this Award shall be applied.
 - (l) This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
 - (m) Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause. Nothing in this subclause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.
- (xi) Camping Allowance
- (a) Employees who are required by the employer to camp out or where no reasonable transport facilities are available to allow them to proceed to and from their homes each day shall be paid a camping allowance at a rate set out in Table 2 of Part B for each night the employee camps out.
 - (b) The employer shall pay the camping allowance in advance if requested, where the employer requires the employee to camp out for all of the rostered working days in a week. The employer shall be reimbursed the camping allowance that has been paid in advance excepting where the camp has been shortened or cancelled for reasons beyond the employee's control.
 - (c) When employees are required to camp, all travelling between their respective depots and camp site at the beginning and/or completion of the camp be undertaken during normal working hours. If the employees are required to travel outside normal working hours they shall be paid the appropriate travelling allowance in accordance with subclause (xi) of this clause.

- (d) All time occupied in setting up or in shifting camps during the ordinary working hours shall be paid for at ordinary rates. Should employees be required to shift camp at times other than during their ordinary hours of work they shall be paid time and a half rates for the time occupied.
- (e)
 - (1) The employer shall provide transport for employees, who are required to camp out from the employer depot at the commencement of each working week and to return to such depot at the finish of each working week or when the employees are camped for a period less than one week at the commencement and finish of the period in which the employees are required to camp out.
 - (2) Notwithstanding (1) above, transport may be mutually arranged between the employer and the employee(s) and shall remain at all times with those employee(s) required to camp.
- (f) The employer shall provide free transport once each week to enable commodities for use in camp to be obtained by the employees from the nearest suitable location. For the purpose of this subclause, the camping allowance prescribed in paragraph (a) shall be payable to the employees so concerned.
- (g) No employee shall be required to camp without at least 24 hours' notice unless such employee agrees to do so.
- (h) Where reasonably practicable to do so the employer shall arrange for perishable foods to be purchased on the morning prior to the time of departure on that day.
- (i) Minimum standards of caravan accommodation to be provided to employees required to camp out are contained in Schedule 1 to this Award.

(xii) Community Language, and Signing Work

- (a) Employees using a community language skill as an adjunct to their normal duties to provide services to speakers of a language other than English, or to provide signing services to those with hearing difficulties, shall be paid an allowance in addition to the weekly rate of pay as set out in Table 2 of Part B. The allowance may be paid on a regular or irregular basis, according to when the skills are used.
- (b) Such work involves an employee acting as a first point of contact for non-English speaking residents or residents with hearing difficulty. The employee identifies the resident's area of inquiry and provides basic assistance, which may include face-to-face discussion and/or telephone inquiry.
- (c) Such employees convey straightforward information relating to services provided by the employer, to the best of their ability. They do not replace or substitute for the role of a professional interpreter or translator.
- (d) Such employees shall record their use of a community language according to the employer's established policy.
- (e) Where an employee is required by the employer to use community language skills in the performance of their duties:

The employer shall provide the employee with the opportunity to obtain accreditation from a language aide accreditation agency

Such training shall form part of the employer's training plan and budget, in accordance with the requirements of Clause 31 of this Award

The employee shall be prepared to be identified as possessing the additional skill(s)

The employee shall be available to use the additional skill(s) as required by the employer.

(f) Savings

These provisions identify minimum criteria only, and shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangement existing at the date the award was varied to give effect to this clause. They shall not however be cumulative upon such existing payments.

(xiii) First Aid in the Workplace

General

- (a) The parties to the Award recognise that providing immediate and effective first aid to employees or others who have been injured or become ill at the workplace may reduce the severity of the injury or illness and promote recovery. In some instances it could mean the difference between life and death.
- (b) All employees must be able to access a first aid kit.
- (c) First aid requirements will vary from one workplace to the next, depending on the nature of the work, the type of hazards, the workplace size and location, as well as the number of people at the workplace. These factors must be taken into account when deciding what first aid arrangements need to be provided.
- (d) Employers must ensure that an adequate number of employees are trained to administer first aid at the workplace or that employees have access to an adequate number of other people who have been trained to administer first aid.
- (e) Employers are encouraged to make available to employees, training in basic first aid, which may include, for example, training in:
 - administering first aid;
 - Cardio Pulmonary Resuscitation (CPR); or
 - use of defibrillators.

For further information, refer to the SafeWork NSW 'First aid in the workplace code of practice'.

First aid work allowance

- (a) Where an employee who holds an appropriate first aid qualification is appointed by the employer to perform first aid duty and be in charge of a first aid kit, such employee shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B.
- (b) This clause shall not apply where it is a requirement of the position for the employee to hold an appropriate first aid qualification and perform first aid duty, if the skills have been paid for in accordance with the employer's salary system.

(xiv) Meal Allowance

- (a) A meal allowance set out in Table 2 of Part B shall be paid to employees instructed to work overtime:
 - (i) for two hours or more prior to their agreed commencing time, or
 - (ii) for two hours immediately after their agreed finishing time and after subsequent periods of four hours, or

- (iii) after each four hours on days other than ordinary working days provided that a meal allowance is not payable where, by agreement, a meal is provided by the employer.

(xv) Civil Liability - Engineering Professionals

- (a) Subject to this clause, engineering professionals directly involved in the application of engineering principles to the asset management of the employer's assets that give rise to liability under the *Civil Liability Act 2002* (NSW) shall be paid a 3.5% allowance in addition to the weekly salary system rate of pay.
- (b) This allowance was introduced to ensure that engineering professionals whose work value had changed in response to the *Civil Liability Act 2002* (NSW) are paid for that change in work value. This allowance applies to functional management positions as well as engineering professionals working in asset management at the operational level.
- (c) This allowance is not payable where such responsibilities and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the employer.
- (d) Direct involvement in the application of engineering principles to the management of the employer's assets includes:
 - the planning for;
 - designing;
 - maintenance;
 - replacing;
 - rehabilitation; or
 - disposingof the employer's assets which may give rise to liability under the *Civil Liability Act 2002* (NSW).
- (e) To qualify for the payment of this allowance the position in question must be evaluated in accordance with the skill descriptors for Professional/Specialist Band 3 or Executive Band 4 of the Award.
- (f) The parties to the Award acknowledge that implementation of this allowance has been guided by the Joint Statement on the Implementation of the Civil Liability Allowance issued by the parties in October 2007. The parties remain committed to this document as a guide for the application of the allowance.
- (g) From 1 January 2015, claims for the payment of the civil liability allowance under this clause shall be made within 30 days of the work being performed, and any claims for back-payment of the civil liability allowance shall be limited to the date on which the employee made the claim. This subclause does not apply where it can be demonstrated that the employer incorrectly made representations to an employee that the civil liability allowance had already been paid for in accordance with their rate of pay and/or the salary system established by the employer.
- (h) This clause shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date the Award was varied to give effect to this clause.

(xvi) Accreditation of employees as Chartered Professional Engineers

- (a) Where an engineering employee is required by the employer to be accredited as a Chartered Professional Engineer the employer shall:

- (1) pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and
- (2) grant leave, without loss of pay, to attend course requirements in accordance with subclause (iv) of Clause 31, Training and Development, of this Award.
- (b) Subclause (a) shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.
- (c) The employer may grant an engineering employee undertaking a course to obtain accreditation as a Chartered Professional Engineer, although not at the employer's request, assistance in accordance with subclause (v) of Clause 31 of this Award.

(xvii) Accreditation of employees by the Building Professionals Board

- (a) Where an employee is required by the employer to be accredited by the Building Professionals Board under the *Building Professionals Act 2005* (NSW) the employer shall:
 - (1) pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and
 - (2) grant paid leave to attend course requirements in accordance with subclause (iv) of Clause 31, Training and Development, of this Award.
- (b) Subclause (a) shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.

16. Motor Vehicle Arrangements

A. VEHICLE ALLOWANCES

- (i) Where, by agreement, the employer requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such employee will be paid an allowance for each kilometre of authorised travel as follows:
 - (a) motor vehicle under 2.5 litres (normal engine capacity) - refer to Table 2 of Part B; and
 - (b) 2.5 litres (normal engine capacity) and over - refer to Table 2 of Part B.
- (ii) The employer may require an employee to record full details of all such official travel requirements in a log book.
- (iii) Minimum quarterly payment - Where the vehicle is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance in subclause 16A(i)(b) but with a minimum payment as set out in Table 2 of Part B. Periods of sick leave in excess of 3 weeks, annual leave in excess of 4 weeks, long service leave, paid and unpaid parental or maternity leave shall not be counted when calculating the minimum quarterly payment.
- (iv) Where the vehicle is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in paragraph (i) only and shall not be entitled to the minimum payment as set out in paragraph (iii).
- (v) Any agreement to pay the allowance under this clause may only be terminated by 12 months' notice by either party or by the employee's termination of employment.

B. LEASEBACK VEHICLES

(i) GENERAL

The parties to this Award recognise that leaseback vehicles may be provided to employees as a condition of employment (e.g. as an incentive for accepting employment) or as a discretionary benefit that is not a condition of employment.

A leaseback vehicle will be considered to be a condition of employment for an employee unless it was clearly identified that it was not being provided on such a basis at the time that it was provided.

(ii) TERMINATION OF LEASEBACK VEHICLE ARRANGEMENT

(a) Condition of employment - Unless otherwise provided in this clause, where the employer and an employee enter into a leaseback vehicle arrangement and the employee is entitled to a leaseback vehicle as a condition of employment, the arrangement may only be terminated by agreement.

(b) Not a condition of employment - Unless otherwise provided, where the employer and an employee enter into a leaseback vehicle arrangement and the employee is not entitled to a leaseback vehicle as a condition of employment, the employer shall give a minimum of six (6) months written notice of termination of the arrangement.

Notwithstanding the above, where the leaseback vehicle agreement was entered into prior to 1 November 2010, the employer shall give a minimum of 12 months' notice to terminate the agreement.

(c) Other - The employer may terminate or suspend access to a leaseback vehicle arrangement immediately on termination of employment, loss of licence, serious breach of the leaseback vehicle agreement or if the employee accepts a new position with the employer that does not include access to a leaseback vehicle. The employer may also terminate or suspend a leaseback vehicle arrangement where an employee is demoted, for the period of demotion, provided that at least two weeks' notice is given.

(iii) VARIATION OF LEASEBACK VEHICLE ARRANGEMENTS

(a) Variations to leaseback arrangements - Proposals to vary leaseback vehicle arrangements, including the formula for calculating the leaseback vehicle fees shall be referred to the consultative committee in accordance with clause 32 of this Award, before a definite decision is made.

(b) Variations to leaseback fees - Where an employer proposes to increase the leaseback fee an employee is required to pay in any twelve (12) month period by more than the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0), the employer shall provide in writing to the employee the reasons for the increase.

In any event the employer shall not increase the leaseback vehicle fee an employee is required to pay in any twelve (12) month period by more than 10%.

This subclause shall not apply where the leaseback vehicle fee is adjusted to reflect changes in the type of vehicle being used (including changes in vehicle options, the class, model or make of vehicle).

(c) Variations in hours of work and/or extended periods of absence - Where an employee's hours of work change significantly or the employee is absent on approved leave for an extended period, the employer and the employee shall discuss whether the employee will be allowed to retain

possession of the vehicle and/or whether the leaseback vehicle fee is to be adjusted. In the event that the leaseback vehicle fee is to be adjusted, subclause (v) above shall not apply.

In the absence of agreement, clause 35, Grievance and Disputes Procedures, shall apply.

C. NOVATED LEASES

A novated lease is a type of motor vehicle lease common in Australia between an employee, employer, and finance company, with the responsibility for the lease lying with the employee and the lease payments being made from the employee's pre-tax income.

The employer shall not make it a job requirement that an employee enter into a novated lease agreement for the use of a motor vehicle.

17. Residence

Where an employee is supplied by the employer with a residence, it shall be of a reasonable standard. The rental value of such residence shall be agreed upon between the employer and the employee. The rental value as agreed may be deducted from the pay of the employee.

18. Hours of Work

A. ORDINARY HOURS

- (i) Except as otherwise provided, the ordinary hours of work shall be 38 hours per week arranged on one of the following bases:
 - 38 hours within one week provided that at least two days off shall be granted; or
 - 76 hours within two weeks provided that at least four days off shall be granted; or
 - 114 hours within three weeks provided that at least six days off shall be granted; or
 - 152 hours within four weeks provided that at least eight days off shall be granted.
- (ii) The ordinary hours of work for employees engaged in the following functions shall be 35 hours per week:
 - Administration;
 - Building Surveying;
 - Community Services (Professional/Specialist Band 3);
 - Engineering (Professional and Trainees);
 - Executive Band;
 - Finance;
 - Health Surveying;
 - Library;
 - Public Relations;
 - Technical Services; and
 - Town Planning.

The ordinary hours for employees working 35 hours per week shall be arranged on one of the following bases:

- 35 hours within one week provided that at least two days off shall be granted; or
 - 70 hours within two weeks provided that at least four days off shall be granted; or
 - 105 hours within three weeks provided that at least six days off shall be granted; or
 - 140 hours within four weeks provided that at least eight days off shall be granted.
- (iii) Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday.

- (iv) Where the employer seeks to alter the spread of ordinary hours for a new or vacant position from Monday to Friday to Monday to Sunday for any of the following functions:
- Crematoriums and Cemeteries;
 - Road Constructions and Maintenance;
 - Sale Yards;
 - Stores and Depots; and
 - Trade functions
- (a) the employer shall refer the proposal to alter the spread of ordinary hours to the consultative committee prior to advertising the new or vacant position(s);
- (b) If the employer is satisfied that there are suitably qualified employees employed by the employer that can be redeployed to the new or vacant position(s) the employer shall call for expressions of interest from those employees for redeployment into the new or vacant position(s); and
- (c) employees employed prior to 1 July 2014 whose ordinary hours of work are from Monday to Friday shall not be compelled to agree to work ordinary hours of work on Saturdays and/or Sundays.
- (v) The ordinary hours for employees engaged in the following functions shall be between Monday and Friday:
- (a)
- Building Surveyors;
Engineering (Professional and Trainees);
Finance;
Health Surveyors; and
Town Planning.
- (b) The ordinary hours for employees engaged in general administration shall be between Monday and Friday except where such administrative duties are associated with work in functions where a different spread of hours is applicable.
- (vi) An employee's commencement and/or finishing times may be altered by agreement or by the employer with the provision of reasonable notice where there are genuine operational or safety reasons supporting the variation. For the purpose of this sub-clause, reasonable notice shall be determined having regard to:
- the employee's personal circumstances including any family and carer responsibilities;
and
- the needs of the workplace, including any genuine operational or safety reasons.

Unless otherwise agreed, at least two weeks prior to the proposed alteration the employer shall provide the employee with the reasons for the proposed alteration to commencement and/or finishing times in writing. At least one week prior to the proposed alteration the employee shall provide reasons in writing if they do not agree with the proposed alteration, provided that an employee shall not unreasonably withhold agreement. In the event of a dispute, Clause 35, Grievance and Disputes Procedures, shall apply.

This subclause only applies in relation to changes to commencement and/or finishing times and does not apply to changes in the days that an employee is required to work.

- (vii) The day of a rostered day off can be altered by mutual consent at any time and may be altered by the employer on two weeks' notice where there are genuine operational or safety reasons and the alteration does not unreasonably disadvantage the employee. Where an employee works on a rostered day off, Clause 19A Overtime shall apply.
- (viii) An employee will not be required to work more than five (5) hours without receiving an unpaid meal break of at least 30 minutes. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work. By agreement, or in the case of unforeseen circumstances (including where the taking of the meal break would cause unreasonable interference in operations), the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate work health and safety standards.
- (ix) Ordinary hours of work shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks.

B. SATURDAY AND SUNDAY WORK

- (i) Except as otherwise provided, ordinary hours worked on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the ordinary hourly rate of pay.
- (ii) The ordinary hours worked by employees engaged in the following functions shall attract a 50% penalty in addition to the ordinary hourly rate of pay for work on a Saturday and a 100% penalty in addition to the ordinary hourly rate of pay for work on a Sunday:
 - Beach inspectors;
 - Cleaning;
 - Crematoriums and Cemeteries;
 - Garbage;
 - Mechanical Trades (Workshops);
 - Parks and Reserves;
 - Rangers and parking officers;
 - Road Construction and Maintenance;
 - Sale Yards;
 - Sanitary;
 - Sewerage;
 - Stores and Depots;
 - Sullage;
 - Trade functions;
 - Waste; and
 - Water
- (iii) An employee may request to work ordinary hours on a Saturday and/or a Sunday in lieu of the ordinary hours the employee would otherwise be rostered to work.
 - (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
 - (b) The employer will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement shall not apply to new or vacant provisions;
 - (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this subclause, the employer shall not be required to pay the penalty rate provided by subclauses (i) and/or (ii).

C. SHIFT WORK

- (i) Except as otherwise provided ordinary hours worked outside the span of 6:00am to 6:00pm Monday to Friday shall attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified in this subclause.
- (ii) Employees engaged in the following functions will be entitled to a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the following times:

Aerodromes	5.00am to 10.00pm
Caretakers	5.00am to 10.00pm
Childcare	6.00am to 7.00pm
Cleaners	5.00am to 9.00pm
Entertainment, Theatres and Hospitality	6.00am to 11.00pm
Libraries	8.00am to 9.00pm
Leisure Centres	5.00am to 11.00pm
Parking Station Attendants	6.00am to 10.00pm
Pools	5.00am to 11.00pm
Rangers and parking officers	5.00am to 10.00pm
Security/watchpersons	5.00am to 10.00pm

- (iii) Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.
- (iv) With the exception of staff engaged in the function of street sweeping, employees in receipt of the Level 2 Adverse Working Conditions allowance provided under clause 15(ii) of this Award shall not also receive shift penalties for work performed outside the hours of 6:00am to 6:00pm Monday to Friday as provided by subclause (i).
- (v) An employee may request to work ordinary hours outside the span of 6:00am and 6:00pm or any of the other spans detailed in clause 18C(ii), in lieu of the ordinary hours the employee would otherwise be rostered to work.
 - (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
 - (b) The employer will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement shall not apply to new or vacant positions;
 - (d) Where an employee requests to work ordinary hours outside the relevant span of hours the employer shall not be required to pay a shift penalty for the actual time worked.

D. FACILITATIVE PROVISIONS

The employer and the Union may agree on hours of work, weekend penalties and shift penalties other than those prescribed in this clause.

19. Overtime

A. GENERAL

- (i) Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

- (ii) Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- (iii) Overtime worked on Sunday shall be paid for at the rate of double time.
- (iv) Overtime shall be claimed within 30 days of it being worked. The employer shall keep a record of such overtime. Accrued time in lieu of overtime shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.
- (v) An employee (other than a casual) who:
 - (a) works four or more hours overtime after the completion of an ordinary shift and does not receive ten (10) consecutive hours off duty in the fourteen (14) hours immediately preceding the commencement of their next ordinary shift, or
 - (b) works overtime after the completion of two consecutive ordinary shifts without receiving ten (10) consecutive hours off duty,

shall be released after the completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume work without receiving the ten consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a ten hour break without loss of pay.

Remote response - This subclause shall not apply where an employee works for less than four hours remote response on any one day.

- (vi)
 - (a) Where there is prior agreement between the employer and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked.
 - (b) The employer may direct an employee to take accrued time in lieu of overtime by the giving of at least two (2) weeks' notice in the following circumstances:
 - (1) Where the employee has accumulated in excess of one (1) weeks' time in lieu of overtime or,
 - (2) A period of annual close down of up to and including two (2) weeks where the employee does not have sufficient annual leave to cover the relevant close down period. The employer shall be able to rely on this provision prior to considering the provision of meaningful alternate duties.
 - (c) Time in lieu of overtime accruals standing to an employee's credit on termination of employment shall be paid at the appropriate overtime rate.
- (vii) Employees classified in the Executive Band 4 of this Award may be required, in addition to their ordinary hours, to attend meetings of council and standing and/or special committee meetings. For the purpose of this subclause, an employee who is required to attend meetings of the council and standing and/or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.

(viii)

- (a) Subject to paragraph (b), the employer may require an employee to work reasonable overtime at overtime rates.
- (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:
 - any risk to the employee;
 - the employee's personal circumstances including any family and carer responsibilities;
 - the needs of the workplace;
 - the notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
 - any other matter.

B. EXCESS HOURS AGREEMENTS

- (i) Subject to subclause (ii) of this clause, the employer and an individual employee in Professional/Specialist Band 3 or Executive Band 4 may agree to an 'Excess Hours Agreement' whereby the employee is paid an allowance of at least ten (10) percent of the employee's weekly salary system rate of pay in substitution for all overtime penalties under this Award.
- (ii) An employee shall be entitled to overtime in accordance with Clause 19A of this Award where the employee is directed to work additional hours that are in excess of the hours of work reasonably contemplated by the employer and the employee at the time the Excess Hours Agreement was made. The hours of work reasonably contemplated by the employer and the employee shall be determined having regard to the quantum of the allowance paid.
- (iii) Where the employer and an engineering professional employee who satisfies the eligibility criteria for payment of the civil liability allowance at subclause 15(xv) of this Award agree to an Excess Hours Agreement, the employee shall continue to be paid the civil liability allowance in addition to any allowance that is payable under the Excess Hours Agreement.
- (iv) An Excess Hours Agreement is subject to the following conditions:
 - (a) An employee who can demonstrate that they are required to routinely work unpaid additional hours in order to fulfill the requirements of their position has the right to request, in writing, to enter into an Excess Hours Agreement. Where the employer does not agree to the request the employer shall discuss the request with the employee with a view to reaching agreement on:
 - (1) reasonable ways to reduce the excess unpaid hours or
 - (2) alternative ways of compensating the employee for the excess hours.

In the event that no agreement is reached, the employer shall advise the employee, in writing, of the arrangements that will be made so that they are no longer required to work the excess hours.

- (c) The employer and the individual employee must have genuinely made the Excess Hours agreement without coercion or duress.
- (d) The Excess Hours Agreement must:
 - (1) be in writing;
 - (2) name the parties to the agreement and be signed by the employer and the individual employee;
 - (3) result in the employee being better off overall in comparison to the Award at the time the agreement is made than the employee would have been if no Excess Hours Agreement had been agreed to;
 - (4) state the date the agreement commences to operate.
- (e) The employee shall work such reasonable hours as are necessary to carry out the duties and functions of the position and the employee's obligations under their contract of employment, provided that the employee may refuse to work additional hours in circumstances where the working of such additional hours would result in the employee working hours which are unreasonable. For the purposes of this subclause, what is unreasonable or otherwise will be determined having regard to:
 - any risk to the employee;
 - the employee's personal circumstances including any family and carer responsibilities;
 - the needs of the workplace;
 - the notice, if any, given by the employer of the requirement for the employee to work additional hours and by the employee of their intention to refuse it; and
 - any other matter.
- (f) The employer may require the employee to attend work for the employer during core business hours and to attend meetings of the council/employer and standing and/or special committee meetings, provided that such requirement does not result in the employee working hours which are unreasonable.
- (g) The employer must give the individual employee a copy of the agreement and keep the original signed agreement as a time and wages record.
- (h) An employer seeking to enter into an agreement under this clause must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- (v) An Excess Hours Agreement may be terminated:
 - (a) by the employer or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- (vi) The allowance paid under this clause shall be paid for all purposes of the Award but shall not attract any penalty.

C. ON CALL

- (i) For the purposes of this Award, an employee shall be deemed to be on-call if required by the employer to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work and/or supervise the call-out of other employees.
- (ii) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by the employer. However, an on-call employee must be able to be contacted and be able to respond in a timely manner.
- (iii) Employees required to be on call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, in accordance with Clause 18, Hours of Work shall be paid an on call allowance at a rate set out in Table 2 of Part B of this Award for each such day the employee is required to be on call.
- (iv) Employees required to be on call on days other than their ordinary working days shall be paid an on call allowance at a rate set out in Table 2 of Part B of this award for each such day the employee is required to be on call.
- (v) Provided that the on call allowances in subclauses (iii) and (iv) of this clause shall not total more than the rate set out in Table 2 of Part B of this award for any one week.
- (vi) Employees on call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked and such rate shall be paid from the time that the employee departs for work. On call employees are not subject to the minimum payment provisions on a public holiday.
- (vii) Unless otherwise provided, the overtime paid to an employee that is required to work whilst on-call shall not be less than thirty (30) minutes per day on which they are called out.
- (viii) For each public holiday an employee is required to be on-call, the employee shall be granted one-half day's leave to be taken at an agreed time, provided that where there is prior agreement the employer may pay the employee an additional one-half day's pay in lieu of the one-half day's leave.

D. CALL BACK

- (i) For the purposes of this Award, an employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- (ii) Any employee who is called back to work as defined in subclause (i) shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.

Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

E. REMOTE RESPONSE

- (i) An employee who is in receipt of an on call allowance and available to immediately:
 - (a) respond to phone calls or messages;
 - (b) provide advice ('phone fixes');

- (c) arrange call out/rosters of other employees; and
- (d) remotely monitor and/or address issues by remote telephone and/or computer access,

will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter, except where the employee is recalled to work (Note: subclause 19C(vi) applies where an on-call employee is recalled to work).

- (ii) An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.
- (iii) The employer may, by agreement, make an average payment equivalent to an agreed period of time per week where the employee is regularly required to remotely respond as defined in subclause (i) of this clause.

20. Holidays

A. GENERAL

- (i) The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- (ii) In addition to subclause (i), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations. Eligible employees shall provide the employer with at least seven (7) days' notice of their intention to take the holiday in accordance with this subclause, provided that if less than seven (7) days' notice is given such leave shall not be unreasonably refused.
- (iii) Where any of the holidays prescribed by this Award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- (iv) Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this award, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- (v) All employees classified in the Operational Band 1 of this Award employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours work.
- (vi) Where an employee is required to work ordinary hours on a holiday as prescribed by this Award, the employer and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, be granted equivalent time off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- (vii) If a rostered day off falls on a public holiday as prescribed in clause 20A(i), the next working day will be substituted, or another day by agreement, except for employees engaged on a seven (7) day a week rotating roster system.
- (viii) An employee who prior to the operative date of this award was entitled to move a day off which was not a rostered day off where it fell on a public holiday shall retain that right.
- (ix) The employer may direct an employee to take accrued time in lieu for work on a public holiday by the giving of at least two (2) weeks' notice in the following circumstances:

- (a) Where the employee has accumulated in excess of one (1) weeks' time in lieu for work on a public holiday, or where the employee has accumulated a total of in excess of one (1) weeks' time in lieu when combining:
 - (1) time in lieu for work on public holiday's; and
 - (2) time in lieu of overtime under subclause 19A(vi)(a).
- (b) A period of annual close down of up to and including two (2) weeks where the employee does not have sufficient annual leave to cover the relevant close down period. The employer shall be able to rely on this provision prior to considering the provision of meaningful alternate duties.

B. UNION PICNIC DAY

- (i) Union Picnic Day shall for the purposes of this Award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between the employer and the union(s).
- (ii) The union(s) shall advise the employer of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (iii) Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- (iv) Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to the employer to take annual leave, long service leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by the employer, or may be required by the employer to make up time.

21. Leave Provisions

A. SICK LEAVE

- (i) Employees who are unable due to illness or injury to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay.
- (ii) Where a person is employed on a fixed-term or temporary basis of less than twelve (12) months duration the employee shall be entitled to one (1) weeks sick leave on commencement. The employee shall be entitled to a further one (1) weeks sick leave after each four (4) months of continuous service.
- (iii) The entitlement to sick leave is subject to the employer being satisfied that the illness or injury;
 - (a) is such that it justifies the time off; and
 - (b) does not arise from engaging in other employment.
- (iv) The employer may require an employee to provide proof that the illness or injury is such that it justifies the time off work, subject to the following:
 - (a) In each year of service proof of illness or injury to justify payment shall not be required for the first 3 separate periods of absence, provided such periods are not more than 2 working days, unless:
 - (1) It is reasonable for the employer to require the employee to provide proof of illness or injury having regard to the employee's pattern of sick and/or amount of sick leave taken by the employee, and

- (2) The employer has provided the employee with prior written notice of the requirement to provide proof of illness or injury.
- (b) The type of proof of injury or illness required by the employer must be reasonable having regard to the circumstances of the employer and the employee and may include, for example, certification from a qualified medical/health practitioner registered with the appropriate government authority or statutory declaration; and
- (c) when requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
- (v) The employer may require employees to attend a qualified medical/health practitioner nominated by the employer at the employer's cost.
- (vi) Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- (vii) The employer may, at its discretion, grant an employee sick leave at half pay if satisfied that extenuating circumstances exist. Where a public holiday falls during a period of sick leave at half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of sick leave at half pay on a proportionate basis.
- (viii) Accumulated sick leave shall be transferable on change of employment from employer to employer within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with the employer and appointment to the service of another employer does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.
- (ix) Where an employee has had five (5) years' service with the present employer and the sick leave entitlement as prescribed has been exhausted, that employer may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- (x) Section 50 of the *Workers Compensation Act 1987* (NSW) dealing with the relationship between sick leave and workers compensation applies.
- (xi) Where an employee had an entitlement under awards rescinded and replaced by this Award for the payment of unused sick leave arising out of the termination of employment due to ill-health or death and where such entitlement existed as at 15 February 1993 the following provisions shall apply
- (a) In the event of the termination of service of an employee on account of ill health and the employer is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid any accrued sick leave at full pay to which such employee would be entitled under this clause.
- (b) When the service of an employee is terminated by death, the employer shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
- (c) Payment under this clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensable under the *Workers Compensation Act 1987* (NSW).

- (d) For the purposes of this subclause such entitlement to payment of untaken sick leave shall be paid be in accordance with clause 14 of Schedule 4 of the *Industrial Relations Act 1996* (NSW).

B. CARER'S LEAVE

- (i) Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (v)(b) below 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 21A, Sick Leave of this Award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (ii)
 - (a) Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
 - (b) Where more than two weeks sick leave in any year of service is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.
 - (c) Where the parties are unable to reach agreement the grievance and disputes procedures at Clause 35 of this Award should be followed.
- (iii) In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- (iv) The employer may require the employee to provide proof of the need for carer's leave as follows:
 - (a) Less than two weeks - Where less than two weeks sick leave in any year of service is sought to be used for caring purposes the employer may require the employee to 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
 - (b) More than two weeks - Where more than two weeks sick leave in any year of service is sought to be used for caring purposes the employer may require the employee to produce a medical certificate from a qualified medical/health practitioner showing the nature of illness of the person concerned and such other information as may be reasonably necessary to demonstrate that the illness is such as to require care by the employee and that no other appropriate care arrangements are reasonably available, or
 - (c) 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.
- (v) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (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

- (3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
- (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
- (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) 'relative' means a person related by blood, marriage or affinity;
 - (b) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) 'household' means a family group living in the same domestic dwelling.
- (vi) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause (v)(b) above who is ill or who requires care due to an unexpected emergency.
- (vii) 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.
- (viii) Carer's Entitlement for Casual Employees
 - (a) Subject to the evidentiary and notice requirements in subclauses (iv) and (vii) 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 (v)(b) 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.
 - (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) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.
- (ix) Time off in Lieu of Payment for Overtime: An employee may, with the consent of the employer, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 19A of this Award for the purpose of providing care and support for a person in accordance with subclause (v) above.
- (x) Make-up time: An employee 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 a later time, within the spread of ordinary hours provided in the Award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause (v) above.
- (xi) Annual Leave and Leave Without Pay: An employee may elect with the consent of the employer to take annual leave or leave without pay for the purpose of providing care and support for a

person in accordance with subclause (v) above. Such leave shall be taken in accordance with Clause 21D, Annual Leave and Clause 21L, Special Leave of this Award.

C. EMERGENCY SERVICES LEAVE

- (i) Subject to subclause (ii) of this clause, an employee, other than a casual, who engages in a 'voluntary emergency management activity' shall be entitled to up to five (5) days paid emergency services leave per calendar year from their accrued sick leave balance to participate in such activity.
- (ii) An employee is not entitled to paid emergency services leave under this clause if:
 - (a) the employee has less than 12 months continuous service with the employer; or
 - (b) the taking of the emergency services leave will result in the employee having an accumulated sick leave balance of less than three (3) weeks.

Note: An employee who does not qualify for Emergency Services Leave under this clause may apply for special leave under clause 21L of this Award.

- (iii) For the purposes of this clause, an employee engages in a 'voluntary emergency management activity' if, and only if:
 - (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (b) the employee engages in the activity on a voluntary basis (Note: the activity is not on a voluntary basis if the employee receives remuneration from the recognised emergency management body for lost wages or salary); and
 - (c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
 - (d) either:
 - (1) the employee was requested by or on behalf of the body to engage in the activity; or
 - (2) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (iv) For the purposes of this clause, a 'recognised emergency management body' is:
 - (a) a body, or part of a body, that has a role or function under a plan that:
 - (1) is for coping with emergencies and/or disasters; and
 - (2) is prepared by the Commonwealth, a State or a Territory; or
 - (3) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (b) any other body, or part of a body, a substantial purpose of which involves:
 - (1) securing the safety of persons or animals in an emergency or natural disaster; or
 - (2) protecting property in an emergency or natural disaster; or
 - (3) otherwise responding to an emergency or natural disaster.

- (v) For the purposes of this clause, an 'emergency' means an event, actual or imminent, which endangers or threatens to endanger life, property or the environment and which requires a significant and coordinated response.
- (vi) The employer may require proof of participation in the voluntary emergency management activity to justify payment under this clause.

D. ANNUAL LEAVE

Amount of Annual Leave

- (i) For each year of service an employee (other than a casual) is entitled to:
 - (a) 4 weeks of paid annual leave; or
 - (b) 5 weeks of paid annual leave if the employee is regularly required to work a seven day a week rotating roster system.

Accrual of leave

- (ii)
 - (a) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
 - (b) Paid annual leave accrues up to when the employment ends.

Taking paid annual leave

- (iii) Unless otherwise provided, paid annual leave may be taken for a period agreed between the employee and the employer.
- (iv) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

Requirement to take annual leave

- (v) The employer may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:
 - (a) where the employee has accumulated in excess of eight weeks annual leave
 - (b) a period of annual close-down of up to and including two (2) weeks.

Provided that:

- (1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause (i) of this clause.
- (2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, the employer shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
- (3) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with the employer may take annual leave in advance of the entitlement provided that in the event of the employee

leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.

- (4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.
- (5) Any arrangements concerning annual close down made under previous Awards will continue to apply unless otherwise agreed, provided that any request to change the arrangement shall not be unreasonably refused.

Employee not taken to be on paid annual leave on Public Holidays

- (vi) If the period during which an employee takes paid annual leave includes a day or part-day that is a declared public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that declared public holiday.

Payment for annual leave

- (vii) Unless otherwise provided, if an employee takes a period of paid annual leave, the employer must pay the employee at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.

Resignation or termination of employment

- (viii) On resignation or termination of employment, the employer shall pay to the employee their ordinary rate of pay for all accrued untaken annual leave.

Varying rates of pay

- (ix) Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

E. LONG SERVICE LEAVE

- (i)

- (a) An employee shall be entitled to Long Service Leave at the ordinary rate of pay as follows: -

LENGTH OF SERVICE	ENTITLEMENT
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

- (b) Where an employee has completed more than five years service with the employer and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.
- (c) Where an employee has completed more than five (5) years of service with the employer, the employee shall be entitled to apply for long service leave accrued between each

completed five (5) years of service on a pro rata basis calculated monthly. Such an application shall not be unreasonably refused.

(ii)

- (a) An employee who is entitled to long service leave may, with the consent of the employer, take long service leave:
 - (1) on full pay; or
 - (2) on half pay; or
 - (3) on double pay.
- (b) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
 - (1) a period of leave on full pay - the number of days so taken; or
 - (2) a period of leave on half pay - half the number of days so taken; or
 - (3) a period of leave on double pay - twice the number of days so taken.
- (c) When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:
 - (1) a period of leave on full pay - the number of days so taken; or
 - (2) a period of leave on half pay - half the number of days so taken; or
 - (3) a period of leave on double pay - the number of days so taken.
- (d) Employees that take long service leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.

(iii)

- (a) Long service leave shall be taken at a time mutually convenient to the employer and employee, provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due. The employer may direct an employee to take long service leave accrued on or after 23 June 1988 and not taken within five years of it falling due provided that at least four weeks' notice is given to the employee.
- (b) Payment to an employee proceeding on long service leave shall be made by the employer at the employee's ordinary rate of pay calculated according to how the leave is taken (i.e. either full, half, or double ordinary pay) for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
- (c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.

(iv)

- (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause all prior continuous service with any other employer within New South

Wales shall be deemed to be service with the employer by which the employee is currently employed.

- (b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one employer to another provided the period between cessation of service with one employer and appointment to the service of another employer does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one employer and appointment to the service of another employer.
- (v)
 - (a) An employee who is entitled to long service leave, may, with the consent of the employer, cash out a particular amount of Excess Long Service Leave. Excess long Service Leave means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955*.
 - (b) Each cashing out of a particular amount of Excess Long Service Leave must be by separate agreement between the employer and the employee.
- (vi) For the purpose of this clause, service shall include the following periods: -
 - (a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of the employer.
 - (b) In the case of an employee, transferred to the service of an employer of a new or altered area - any period of service with the employer from which such employee was transferred.
 - (c) Service shall mean all service with the employer irrespective of the classification under which the employee was employed.
- (vii) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by the employer as service at the time leave was taken.
- (viii) When an employee transfers from one employer to another, the former employer shall pay to the newly employing employer the monetary equivalent of all long service leave accruing to the employee at the time of transfer, up to a maximum of five (5) years of accrual, calculated at the rate(s) of accrual applying to leave accrued in the five (5) years immediately prior to the transfer. By agreement between the former employer and the newly employing employer, more than the monetary equivalent of five (5) years of accrued long service leave may be transferred. However an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement. Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with the employer(s). A statement showing all prior continuous service with the employer(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money that shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the employer's Long Service Leave Record.
- (ix) The employer which has received under subclause (vii) of this clause a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing employer(s) shall if the employee subsequently leaves the service of that employing employer to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing employer (s) the amount paid.

- (x) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by clause 20, Holidays of this Award, occurring during the taking of any period of long service leave, provided that where a public holiday falls during a period where the employee has taken long service leave on half pay, the public holiday shall also be paid at half pay.
- (xi) When the service of an employee is terminated by death the employer shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- (xii) Where an employee's service is terminated at the end of a season or through shortage of work, material or finance or through illness certified by a duly qualified medical practitioner and such employee is re-employed by the same employer within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

F. PARENTAL LEAVE (GENERAL)

Relationship with federal legislation - Clauses 21F, 21G, 21H and 21I of this Award shall apply in addition to:

- (i) Chapter 2, Part 2-2, Division 5 - 'Parental leave and related entitlements' of the National Employment Standard (NES) under the *Fair Work Act 2009* (Cth); and
- (ii) the *Paid Parental Leave Act 2010* (Cth).

Note: Division 5 of the *Fair Work Act 2009* (Cth) relates to:

- unpaid parental leave, including unpaid adoption leave
- unpaid special maternity leave
- transfer to a safe job and no safe job leave

G. PAID PARENTAL LEAVE

- (i) Definitions - in this clause:
 - (a) PPL instalments shall mean instalments paid during the paid parental leave period under the *Paid Parental Leave Act 2010* (Cth).
 - (b) parental leave make-up pay shall mean the employee's ordinary pay, inclusive of PPL instalments. Where an employee works a varying number of ordinary hours for 6 months or more in the aggregate in the 12 month period immediately preceding leave associated with the birth of a child, the employee's ordinary hours shall be deemed to be the average weekly number of ordinary hours worked during the 12 month period.
- (ii) Eligibility

This clause shall apply to an employee who is receiving PPL instalments as a primary or secondary claimant under the *Paid Parental Leave Act 2010* (Cth) and who has had 12 months continuous service with the employer immediately prior to the commencement of paid parental leave.
- (iii) Entitlement to parental leave make-up pay
 - (a) An employee shall be entitled to parental leave make-up pay for the period that they are receiving PPL instalments, up to a maximum of 18 weeks.
 - (b) The period of parental leave make-up pay shall be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. Superannuation is calculated on the employee's ordinary rate of pay.

- (c) Requalification period - An employee shall not be entitled to a further period of parental leave make up pay unless the employee has returned to work for the employer for at least 3 months since their previous period of parental leave.
- (iv) Employee's right to choose
 - (a) An employee who satisfies the eligibility criteria for paid maternity leave or paid special maternity leave under Clause 19F, Paid Maternity Leave, of the Local Government (State) Award 2007, may elect to receive paid maternity leave and/or paid special maternity leave (9 weeks full pay or 18 weeks half pay) in accordance with the provisions of the Local Government (State) Award 2007 in lieu of the entitlement to parental leave make-up pay under this Award, provided that the requalification period in subclause (iii) above shall apply.
 - (b) This subclause shall not apply where another employee of the employer receives parental leave make-up pay in connection with the pregnancy or birth of the child.

H. CONCURRENT PARENTAL LEAVE

An employee, other than a casual, who is a supporting parent shall be entitled to up to two weeks paid concurrent parental leave from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with the employer immediately prior to the commencement of their concurrent parental leave.

I. ADOPTION LEAVE

(i) Eligibility

This clause applies to an employee who is entitled to adoption-related leave under the Fair Work Act 2009 (Cth).

(ii) Pre-adoption Leave

- (a) An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the *Fair Work Act 2009 (Cth)* is entitled to up to 2 days paid pre-adoption leave at ordinary pay for the period of such leave.
- (b) An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:
 - (1) single continuous period of up to 2 days; or
 - (2) any separate periods to which the employee and the employer agree.

(iii) Adoption Leave

- (a) Subject to subclause (c), an employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption according to the following scale:

AGE OF CHILD AT THE DATE OF PLACEMENT	ENTITLEMENT
Less than 5 years of age	9 weeks full pay, or 18 weeks half pay
Between 5 years of age and less than 16 years of age	4 weeks full pay, or 8 weeks half pay

- (b) Notwithstanding the above, where the adopted child is aged between 5 years of age and less than 16 years of age at the date of placement with the employee and there are special needs and reasons in the child's life, the employer shall not unreasonably refuse to grant up to nine weeks paid adoption leave at full pay or 18 weeks paid adoption leave at half pay.
 - (c) An employee is not entitled to paid adoption leave under this clause where the employee receives parental leave make-up pay in connection with the adoption of the child.
- (iv) Family reunion leave
- (a) An employee, other than a casual, able to establish that they were adopted under a "closed adoption" practice shall be entitled to up to five (5) days family reunion leave from their accumulated sick leave balance to reunite with their biological parent(s) for the first time.
 - (b) For the purpose of this sub-clause "closed adoption" means an adoption whereby the record of the biological parent(s) is kept sealed and the adopted child is thereby prevented from knowing the identity of such biological parent(s).

J. BEREAVEMENT LEAVE

- (i) Subject to this clause, where an employee, other than a casual, is absent from duty because of the death of a person and provides satisfactory evidence to the employer of such, the employee shall be entitled to bereavement leave as follows:
 - (a) Up to four days paid bereavement leave upon the death of a member of the employee's immediate family; or
 - (b) Up to two days paid bereavement leave upon the death of a member of the employee's extended family;
- (ii) For the purposes of this clause, immediate family shall mean the following:
 - (a) a spouse or de facto partner of the employee;
 - (b) a child of the employee;
 - (c) a parent of the employee;
 - (d) a sibling of the employee;
 - (e) a grandchild of the employee;
 - (f) a child of the spouse or de facto partner of the employee;
 - (g) a parent of the spouse or de facto partner of the employee;
 - (h) a sibling of the spouse or de facto partner of the employee; or
 - (i) a grandchild of the spouse or de facto partner of the employee; or
 - (j) a member of the employee's extended family living in the same domestic dwelling as the employee.
- (iii) For the purposes of this clause, extended family shall mean the following:
 - (a) a niece of the employee;
 - (b) a nephew of the employee;

- (c) an uncle of the employee;
 - (d) an aunt of the employee;
 - (e) a grandparent of the employee;
 - (f) a grandparent of the spouse or de facto partner of the employee;
 - (g) the spouse or de-facto partner of a sibling of the employee;
 - (h) the spouse or de-facto partner of the employee's child (son in law or daughter in law).
- (iv) The employer may grant an employee additional bereavement leave if satisfied that extenuating circumstances exist.
- (v) Bereavement Entitlements for Casual Employees
- (a) Subject to providing satisfactory evidence to the employer, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person as provided in subclauses (i) to (iv) of Clause 21K, Bereavement Leave.
 - (b) The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a casual employee are otherwise not affected.

K. OTHER PAID LEAVE

(i) Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

(ii) Union Training Leave

- (a) An eligible employee shall be entitled to five (5) days paid leave to attend courses which are specifically directed towards relevant training for eligible employees.
- (b) For the purpose of this clause relevant training for eligible employees is training directly related to:
 - (1) Eligible employees' rights and responsibilities in their capacity as union delegates.
 - (2) Understanding this Award, enterprise agreements, council agreements, and council policies.
 - (3) Grievance and dispute procedures, and disciplinary procedures;
 - (4) Code of Conduct;
 - (5) Bullying, harassment, and discrimination.

- (c) Such leave will be available to an individual eligible employee once only during their employment, provided that the employer shall not unreasonably refuse additional training where:
 - (1) There is a change in relevant provisions of this Award; or
 - (2) More than three (3) years has elapsed since the eligible employee last took leave for the purpose of this clause.
 - (d) An eligible employee is defined as a full-time or part-time employee:
 - (1) Who is a union delegate, who has been duly appointed by a union and the employer has been formally notified of that appointment; and
 - (2) Who has completed 12 months continuous service with the current employer, unless otherwise agreed.
 - (e) An eligible employee must comply with the following notice requirements:
 - (1) Provide the employer with at least four (4) weeks prior notice in writing of their request to attend a training course;
 - (2) Outline details of the type, content and duration of the course to be attended in the written notice.
 - (f) The employer will consider a request for leave in accordance with this clause having regard to:
 - (1) The operational requirements of the employer; and
 - (2) The capacity of the employer to make adequate staffing arrangements among current employees during the proposed period of leave.
 - (g) An employer must not unreasonably refuse to agree to a request by the employee to take training leave.
 - (h) An employer will not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary hourly ordinary time rate for such absence.
 - (i) An eligible employee will be required to provide the employer with proof of attendance at, and satisfactory completion of, the course to qualify for payment of leave.
 - (j) Nothing in this subclause prevents an employer and employee from agreeing to additional union training leave either with or without pay.
 - (k) Leave granted pursuant to this clause counts as service for all purposes of this award.
- (iii) Union Conference Leave

Accredited delegates to the unions' annual conferences shall be granted paid leave for the duration of the conference provided that the employer's operational requirements are met and the union notifies the employer of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.

L. SPECIAL LEAVE

- (i) The employer may grant special leave, either with pay or without pay, to an employee for a period as determined by the employer to cover any specific matter approved by the employer, including but not limited to:
 - (a) leave for victims of family and domestic violence;
 - (b) leave for engaging in a voluntary emergency management activity;
 - (c) compassionate leave for employees facing unforeseen circumstances such as injury or terminal illness; or
 - (d) leave to attend to duties as a member of the Australian Defence Force.
- (ii) Periods of leave without pay shall not be regarded as service for the purpose of computing entitlements under this Award. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.

22. Flexibility for Work and Family Responsibilities

- (i) In recognition of the commitment to provide flexibility for work and family responsibilities and the need to retain skills and experience within the industry, employers are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their work and family responsibilities.

RIGHT TO REQUEST CHANGES IN WORKING ARRANGEMENTS

- (ii) An employee may request a change in working arrangements if:
 - (a) The employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) The employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (c) The employee has a disability;
 - (d) The employee is 55 or older;
 - (e) The employee is experiencing violence from a member of the employee's immediate family;
 - (f) Such other circumstances where an employee can demonstrate a genuine need for flexible work and leave arrangements to attend to work and family responsibilities.
- (iii) The employee is not entitled to make the request unless:
 - (a) For an employee other than a casual employee- the employee has completed at least 12 months of continuous service with the employer immediately before making the request.

Formal requirements

- (iv) The request must:
 - (a) be in writing; and
 - (b) set out the details of the change sought and of the reasons for the change

Considering the request

- (v) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- (vi) The employer may refuse the request only on reasonable business grounds. Business grounds will include but not be limited to:
 - (a) that the new working arrangements requested by the employee would be too costly for the employer;
 - (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
 - (c) that it would be impractical to change the working arrangement of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
 - (d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity; and
 - (e) that the new working arrangements requested by the employee would be likely to have significant negative impact on customer service.
- (vii) If the employer refuses the request, the written response must detail the reasons for the refusal.
- (viii) Flexible work and leave arrangements include but are not limited to:
 - (a) make up time;
 - (b) flexi time;
 - (c) time in lieu;
 - (d) leave without pay;
 - (e) annual leave;
 - (f) part-time work;
 - (g) job share arrangements;
 - (h) variations to ordinary hours and rosters;
 - (i) purchased additional annual leave arrangements;
 - (j) working from home arrangements; and
 - (k) arrangements to accommodate breastfeeding women.
- (ix) The terms of agreed changes to working arrangements, including flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

23. Phased Retirement

- (i) In recognition of the ageing workforce in local government and the need to retain skills and experience within the industry, employers are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their transition into retirement.

- (ii) Examples of flexible work and leave arrangements include:
 - (a) Part-time work;
 - (b) Flexi time;
 - (c) Leave without pay;
 - (d) Job sharing arrangements;
 - (e) Variations to ordinary hours and rosters;
 - (f) Job redesign; and
 - (g) Purchased additional annual leave arrangements.
- (iii) The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either the employer or the employee.

24. Health and Wellbeing

- (i) The parties to the Award recognise that workplace health and wellbeing programs can lead to positive outcomes such as improved employee work performance and productivity, improved employee recruitment and retention, reduced absenteeism, and other benefits.
- (ii) Employers are encouraged to develop workplace health and/or wellbeing programs that are suited to the needs and resources of the employer.
- (iii) An employee may, with the consent of the employer, take up to two (2) days paid leave per calendar year from their accrued sick leave balance to participate in a health and/or wellbeing activity, subject to the following:
 - (a) the granting of paid leave under this clause is at the discretion of the employer; and
 - (b) the taking of paid leave under this clause must not result in the employee having an accumulated sick leave balance of less than two (2) weeks; and
 - (c) the employer may require proof of participation in the health and/or wellbeing activity to justify payment under this clause.

25. Part-Time Employment

- (i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 18, Hours of Work of this Award.
- (ii) Prior to commencing part-time work the employer and the employee shall agree upon the conditions under which the work is to be performed including:
 - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - (b) The nature of the work to be performed.
 - (c) The rate of pay as paid in accordance with this Award
- (iii) The conditions may also stipulate the period of part-time employment.
- (iv) The conditions may be varied by consent.

- (v) The conditions or any variation to them must be in writing and retained by the employer. A copy of the conditions and any variations to them must be provided to the employee by the employer.
 - (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
 - (b) In such cases the employer and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vi) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in clause 18, Hours of Work of this Award, the provisions of clause 19, Overtime, shall apply.
- (vii) Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- (viii) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- (ix) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

26. Casual Employment

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with clause 18, Hours of Work.
- (iii) Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by clause 18B. The penalties are calculated on the ordinary hourly rate.
- (iv) Casual employees who work outside the relevant spread of hours identified at clause 18C(i) and (ii) are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- (v) Subject to clause 19A (viii), a casual employee will not be offered to work overtime in a position held by a permanent employee of the employer, if such permanent employee is available to work that overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 18, Hours of Work.
- (vi) In addition to the amounts prescribed by subclause (ii) of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave (including but not limited to annual leave, long service leave and sick leave) and severance pay, except for paid parental leave prescribed by the Award. Casual loading is not payable on overtime.
- (vii) Casual employees engaged on a regular and systematic basis shall:
 - (a) Have access to annual assessment under the employer's salary system.
 - (b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on employer's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.

- (viii) A casual employee shall not replace an employee of the employer on a permanent basis.
- (ix) Carer's entitlements shall be available for casual employees as set out in subclause (viii) of Clause 21, Part B of this Award.
- (x) Bereavement entitlements shall be available for casual employees as set out in subclause (v) of Clause 21J of this Award.

27. Job Share Employment

- (i) Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- (ii)
 - (a) Job sharing shall be entered into by agreement between the employer and the employees concerned.
 - (b) Such agreement shall be referred to the consultative committee for information.
- (iii) The employer and the job sharers shall agree on the allocation of work between job sharers.
- (iv)
 - (a) The ordinary hours of work of the position shall be fixed in accordance with clause 18, Hours of Work of this Award.
 - (b) The job sharers in conjunction with the employer shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- (v)
 - (a) In the absence of a job sharer the remaining job sharer(s) may be required by the employer to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
 - (b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- (vi) A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in clause 18, Hours of Work of this Award the provisions of clause 19, Overtime, shall apply.
- (vii) The employer must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- (viii)
 - (a) Job sharers shall have access to all provisions of this Award including training and development.
 - (b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
 - (c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
 - (d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

- (ix) In the event of a job sharer vacating the position the employer shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- (x) The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the employer.

28. Labour Hire

An employee of a labour hire business shall not replace an employee of the employer on a permanent basis.

This clause does not apply to the employment of apprentices and/or trainees by a group training business.

For the purpose of this clause:

- (a) a "labour hire business" is a bona fide labour hire business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which supplies staff employed or engaged by it to the employer on an on-hire basis for the purpose of such staff performing work or services for that employer. Provided that a business is not a labour hire business if:
 - (1) the staff of that business are not performing the specific duties of a position(s) covered by the employer's organisation structure;
 - (2) the business is providing professional business services which cannot reasonably be fulfilled by the employer's employees, for a specified period of time or for a specific task (for example, legal, financial or accounting services);
 - (3) the business is a bona fide contractor providing both equipment and employees to the employer; or
 - (4) the business is another entity covered by this Award.
- (b) a "group training business" is a bona fide group training 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 apprentices and/or trainees to the employer for the purpose of such staff performing work or services as an apprentice or trainee for that employer.

Notwithstanding the provisions of subclause (i), the employer and the relevant union may agree in writing that the employer may replace an employee of the employer on a permanent basis with the employee of a labour hire business.

29. Multiple Employment

Where an employee is employed in a second position with the employer the second position may, for all purposes of the Award, be regarded as a separate and distinct employment engagement from the original employment provided that:

- (i) the positions involve different duties or are in different work function areas; and
- (ii) the employee agreed to the employment in the second position.

30. Junior and Trainee Employment

A. GENERAL

- (i) The rates of pay specified in Band 1/Level 1 are actual not minimum rates.
- (ii) Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.

B. JUNIOR EMPLOYMENT

- (i) The rates of pay as provided in Band 1/Level 1 are payable to juniors (15-18 years old).
- (ii) A junior employee shall be appointed to Band 1/Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (iii) Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

C. TRAINEE EMPLOYMENT AND APPRENTICESHIPS

- (i) The rates of pay as provided for in Band 1/Level 1 are payable to employees undertaking entry level training.
- (ii) An employee shall be appointed to Band 1/Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (iii) Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.
- (iv) If the employment is to be continued beyond the training period upon the successful completion of training, the employee shall proceed to the appropriate band and level in the structure.
- (v) In addition to the vocational training direction, the employer shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:
 - (a) the term of the apprenticeship;
 - (b) the course of studies to be undertaken by the apprentice;
 - (c) the course of on the job training to be undertaken by the apprentice.

D. SCHOOL BASED TRAINEES AND APPRENTICES

- (i) The object of Part D of this clause is to assist persons who are undertaking a traineeship or apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based traineeships/apprenticeships are undertaken at a minimum Certificate II Australian Qualifications Framework (AQF) qualification for traineeship level and a minimum Certificate III Australian Qualifications Framework (AQF) qualification for apprenticeship level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
- (ii) The hourly rates for school based trainees/apprentices for total hours worked including time deemed to be spent in off-the-job training shall be calculated by dividing the applicable weekly rate for full time apprentices as set out in Band 1/Level 1 by 38 or 35 in accordance with clause 18, Hours of Work.
- (iii) For the purpose of subclause (ii), where a school based trainee/apprentice is a full time school student, the time spent in off-the-job training for which the school based trainee/apprentice is

paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.

- (iv) School based trainees/apprentices progress through the rates of pay set out in Band 1/Level 1 subject to successful completion of appropriate training modules and satisfactory service.
- (v) Except as provided by this Award, school based trainees/apprentices are entitled to pro rata entitlements of all other conditions of employment.

E. GOVERNMENT FUNDED TRAINEESHIPS

- (i)
 - (a) Part E of this clause does not apply to apprentices or trainees who are already trained and job ready.
 - (b) A government funded traineeship shall not commence until the relevant Training Agreement has been registered with the relevant State Training Authority.
 - (c) Trainees shall not displace existing employees from employment.
- (ii)
 - (a) Except as in hereinafter provided, all other terms and conditions of this Award shall apply.
 - (b) Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this Award.
- (iii) The trainee shall attend an approved training course or training program prescribed in the Training Agreement or as notified to the trainee by the relevant State Training Authority in accredited and relevant Traineeship Schemes.
- (iv) The employer shall ensure that the trainee is permitted to attend the training course or program provided for in the Training Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Training Agreement.
- (v) The employer shall provide a level of supervision in accordance with the Training Agreement during the traineeship period.
- (vi) The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Training Agreement.
- (vii) A full-time trainee shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV traineeships which may extend up to two years full time, provided that a trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the relevant State Training Authority, the relevant employer and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.
- (viii) Where the trainee completes the qualification in the Training Agreement earlier than the time specified in the Training Agreement then the traineeship may be concluded by mutual agreement.
- (ix)
 - (a) The employer shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.

- (b) Where the employer chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.
- (x) A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with the employer on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- (xi) Where the employment of a trainee by the employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the employer for the purposes of this Award or any other legislative entitlements.
- (xii) Wages:
 - (a) The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this Award.
 - (b) The trainee wage rates contained in this Award are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

31. Training and Development

- (i) The parties to this Award recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce
 - (b) providing employees with opportunities through appropriate education and training to acquire additional skills and
 - (c) removing barriers to the utilisation of skills in accordance with employers' training plans.
- (ii)
 - (a) All employees shall have reasonable and equitable access to education and training, such education and training shall:
 - (1) be consistent with the employer's training plan
 - (2) enable employees to acquire the range of skills they are required to apply in their positions
 - (3) enhance employees' opportunities for career path development and mobility through employer's organisation structures, through participation in the employers' training plans.
 - (4) Employees who are required to either hold professional qualifications or complete further professional qualifications and whose positions are evaluated in Band 3 or Band 4 of this Award, shall have access to continuing professional development (CPD) that is consistent with the training plan for their position as follows:
 - (i) 10 hours per annum, or
 - (ii) in accordance with legislated CPD requirements,
 whichever is the greater.

- (b) Nothing in this clause prevents an employer and employee from agreeing to additional CPD training.
- (iii) Training Plan and Budget
- (a) The employer shall develop a training plan and budget consistent with:
 - (1) the current and future skill requirements of the employer.
 - (2) the size, structure and nature of the operations of the employer.
 - (3) the need to develop vocational skills relevant to the employer and the Local Government industry.
 - (b) In developing the training plan, the employer shall have regard to corporate, departmental and individual training needs.
 - (c) The training plan shall be designed in consultation with the consultative committee.
 - (d) The training plan shall, where appropriate, provide for training that is consistent with the relevant National Training Package.
 - (e) The training plan, shall provide for the assessment and recognition of employee's current competencies where possible.
 - (f) Selection of participants to receive the employer's required training in accordance with employer's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- (iv) If an employee is required by the employer to undertake training in accordance with the employer's training plan:
- (a) the employer shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;
 - (b) where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which the employer will grant paid leave to attend such course requirements shall be specified in the training plan;
 - (c) the employer shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
 - (d) the employer shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
 - (e) reasonable travel arrangements shall be agreed; and
 - (f) where an employee is required to complete major assignment(s) the employer and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- (v) The employer may grant an employee undertaking a course consistent with the employer's training plan, although not at the employer's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave the employer shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. The employer may pay course fees at its discretion.
- (vi) The parties shall continue to engage with the VET system to ensure that the skills needs of local government are addressed in training package development.

32. Consultative Committees

A. AIM

The parties to the Award are committed to consultative and participative processes. There shall be a consultative committee at each employer which shall:

- (i) provide a forum for consultation between the employer and its employees that encourages a free and open exchange of views;
- (ii) positively co-operate in workplace reform to enhance the efficiency and productivity of the employer and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

B. SIZE AND COMPOSITION

- (i) The size and composition of the consultative committee shall be representative of the employer's workforce and agreed to by the employer and the local representatives from the following unions: USU; depa and the LGEA and such agreement shall not be unreasonably withheld.
- (ii) The consultative committee shall include but not be limited to employee representatives of each of the unions who have members employed at the employer.
- (iii) Officers of the union(s) or Association(s) may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

C. SCOPE OF CONSULTATIVE COMMITTEES

- (i) The functions of the consultative committee include:
 - (a) Award implementation
 - (b) training
 - (c) consultation with regard to organisation restructure
 - (d) job redesign
 - (e) salary systems
 - (f) communication and education mechanisms
 - (g) performance management systems
 - (h) changes to variable working hours arrangements for new or vacant positions
 - (i) local government reform
 - (j) proposed variations to leaseback vehicle arrangements
 - (k) health and wellbeing programs.
- (ii) The consultative committee shall not consider matters which are being or should be processed in accordance with Award clause 35, Grievance and Disputes Procedures.

D. MEETINGS AND SUPPORT SERVICES

- (i) The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to the employer should note the dissenting views.
- (ii) The consultative committee shall meet as required.

33. Appointment and Promotion

- (i) Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:
 - (a) request in writing the reason(s) as to why they were not appointed, and upon such request, the employer shall provide the reason(s) in writing; and
 - (b) request a review of their individual education and training needs.

34. Term Contracts

- (i) The employer may only employ a person on a term contract of employment in the following situations:
 - (a) for the life of a specific task or project that has a definable work activity, or
 - (b) to perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding, or
 - (c) to perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is no longer than is reasonably necessary to undertake recruitment for the vacant position, or
 - (d) to temporarily replace an employee who is on approved leave, secondment, workers compensation, acting in a different position or working reduced hours under a flexible work and leave arrangement, or
 - (e) to undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution, or
 - (f) to trial a new work area, provided that the duration is no longer than is reasonably necessary to trial the new work area, or
 - (g) to perform the duties associated with a vacant position during the intervening period between when the employer has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented; or
 - (h) to accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions); or
 - (i) to perform seasonal work (also see subclause 21E(xi) of this Award).
- (ii) Notwithstanding the above, all term contracts of employment entered into prior to 1 November 2010 may continue until the expiry of their fixed or maximum term.

35. Grievance and Dispute Procedures

- (i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the employer represented by the Association.

- (ii) The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
- (iii) A grievance or dispute shall be dealt with as follows:
 - (a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
 - (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- (iv) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- (v) During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

36. Disciplinary Procedures

A. EMPLOYEE'S RIGHTS

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and/or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and/or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence of a union representative and/or the involvement of their union at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

B. EMPLOYER'S RIGHTS AND OBLIGATIONS

Notwithstanding the procedures contained below, the employer shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:

- (a) the suspension shall not be for longer than is reasonably necessary to conduct a proper investigation.
 - (b) the suspension shall be limited to circumstances where suspected unsatisfactory work performance or conduct, if substantiated, would constitute a serious breach of the employer's code of conduct, policies, procedures, or the employee's contract of employment.
 - (c) suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.
 - (d) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
 - (e) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
 - (f) The employer shall not unreasonably refuse an application for paid leave under this provision.
 - (g) By agreement an employee may be transferred to another position or place of work.
- (ii) Be entitled to request the presence of an Association and/or union representative at any stage.

C. Workplace investigations

- (i) The parties to the Award have agreed on guidelines ("guidelines") concerning workplace investigations.
- (ii) Failure to comply with the guidelines may be used as evidence that a person or employer has failed to properly conduct or speedily conclude a workplace investigation. However, a person or employer cannot be prosecuted only because of a failure to comply with the guidelines.
- (iii) Upon becoming aware of possible unsatisfactory work performance or conduct by an employee the employer may decide to investigate.
- (iv) Workplace investigations are a process by which employers gather information to assist the employer to make an informed decision. Workplace investigations typically involve enquiring, collecting information and ascertaining facts.
- (v) When deciding whether to investigate possible unsatisfactory work performance or conduct, factors that the employer should consider include:
 - The seriousness of the possible unsatisfactory work performance or conduct;
 - How recent the possible unsatisfactory work performance or conduct occurred;
 - Potential implications in not undertaking an investigation; and
 - Whether there are any mitigating factors (for example drug/alcohol dependency, health issues including mental health issues, or family/domestic violence issues).
- (vi) Employers shall properly conduct and speedily conclude workplace investigations concerning possible unsatisfactory work performance or conduct.

D. Disciplinary PROCEDURES

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of the employer. The employer and employee will discuss the reason(s) for the unsatisfactory work performance or conduct including matters external to the workplace, and, where appropriate, measures to assist the employee to improve their work performance or conduct. Such measures may include, for example, training, counselling and provision of an Employee Assistance Program (EAP).
- (ii) Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iii) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of the employer and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iv) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (v) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- (vi) All formal warnings shall be in writing.
- (vii) Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

E. PENALTIES

- (i) After complying with the requirements above, the employer may:
 - (a) Demote the employee to a lower paid position or a lower salary point/step provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
 - (b) Suspend the employee without pay from work for a specified period of time.
 - (c) Terminate the employment of the employee in accordance with Clause 38, Termination of Employment of this Award.
- (ii) Notwithstanding the above, the employer may take appropriate disciplinary action before and/or during the procedures in clause 36D in cases of misconduct or where the employee's performance warrants such action.

37. Work Health and Safety

A. STATEMENT OF INTENT

The parties to the Award are committed to co-operating positively to:

- (i) promote the safety and welfare of workers and other people in the workplace;
- (ii) eliminate unsafe work practices; and
- (iii) ensure that employers and employees understand and comply with their obligations under the *Work Health and Safety Act 2011 (NSW)*, *Work Health and Safety Regulation 2011 (NSW)* and associated codes of practice.

B. SPECIFIC PROVISIONS

In the case of extreme and unusual weather conditions which could be assessed as hazardous, employers will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.

C. FURTHER INFORMATION AND RESOURCES

Further information and resources are available from the following organisations:

- (i) Workcover NSW: www.workcover.nsw.gov.au
- (ii) Safe Work Australia: www.safeworkaustralia.gov.au

38. Termination of Employment

- (i)
 - (a) An employee in Operational Band 1 or the Administrative/Technical Trades Band 2 shall give to the employer two (2) weeks notice of their intention to terminate their employment.
 - (b) The notice of intention to terminate for an employee in Professional/Specialist Band 3 or Executive Band 4 of the Award shall be the same as that required of the employer in subclause (iv) of this clause.

If no such notice is provided, the employer shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Award.
- (ii) The employer and an employee may agree to a shorter period of notice for the purpose of this subclause.
- (iii) In cases of serious misconduct, the employer may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (iv) shall not apply.
- (iv) The employer shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- (v) The provision of this clause shall be read subject to the provisions of Clause 39, Workplace Change and Redundancy, of this Award.

39. Workplace Change

- (i) Employer's Duty to Notify a Proposed Change in Organisation Structure
 - (a) Where the employer proposes a change in organisation structure that is likely to have significant effects on employees and/or result in a reduction in the size of the employer's workforce, the employer shall notify the employee(s) who may be affected by the proposed change and the union(s) to which they belong, at least twenty-eight (28) days before the change is implemented.
 - (b) Notice to the union(s) of a proposed change in organisation structure under subclause 39(i)(a) shall include:
 - (1) the nature of the proposed change;
 - (2) the reason(s) for the proposed change; and
 - (3) the position(s) likely to be affected.
 - (c) Notice to the union(s) of a proposed change in organisation structure under subclause 39(i)(a) may be given either before or after a definite decision is made. The union(s) may, on being notified of the proposed change, respond to the employer in writing within the twenty-eight (28) days, addressed to the general manager. Any such response(s) received by the general manager shall be provided to the decision maker(s) within seven (7) days.
 - (d) Notice to the union(s) of a proposed change in organisation structure under subclause 39(i)(a) shall not form part of any notice of termination under subclause 40(i).
 - (e) Nothing in this subclause prevents the employer from immediately implementing a change in organisation structure with the consent of the affected employee(s), where the union(s) to which they belong have been provided at least seven (7) days' notice of the proposed change.
- (ii) Employer's Duty to Notify and Discuss Change after making a Definite Decision
 - (a) Where the employer has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, the employer shall notify the employee(s) who may be affected by the proposed changes and the union(s) to which they belong.
 - (b) The employer shall discuss with the employee(s) affected and the union(s) to which they belong, inter alia, the introduction of the changes referred to in sub-clause (ii)(a) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and/or their union in relation to the changes and may reconsider its original decision.
 - (c) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (ii)(a) of this clause.
 - (d) For the purposes of the discussion, the employer shall provide to the employee(s) concerned and the union(s) to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).
 - (e) Competitive tendering - Where employee(s) who are adversely affected by the proposed changes request the employer's assistance to submit an in-house bid and the employer refuses that request, the employer shall provide the reason(s) in writing.

(iii) Discussion Before Termination

- (a) Where the employer has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (ii)(a) of this clause and that decision may lead to the termination of employment, the employer shall hold discussions with the employee(s) directly affected and with the union(s) to which they belong.
- (b) The discussion shall take place as soon as it is practicable after the employer has made a definite decision which shall invoke the provision of paragraph (iii)(a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.
- (c) The employer shall not unreasonably refuse a request by an employee to work through the notice of termination period in subclause 40(i) to better enable the employee to explore opportunities to mitigate the adverse effects of workplace change. During such notice period, whilst the employee is able to undertake tasks and duties associated with their position, priority shall be given to activities that may enable the employee to find employment. Such activities may include, but not be limited to, training, redeployment opportunities, job interviews, financial advice and recruitment advice.
- (d) For the purposes of the discussion, the employer shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

40. Termination of Employment and Redeployment Due to Redundancy

(i) Notice of Termination

- (a) Where the employer terminates an employee's employment due to redundancy, the employer shall provide the employee with notice of termination as following:
 - (1) Subject to subclause (i)(a)(2) of this clause, five (5) weeks' notice to terminate or pay in lieu thereof; or
 - (2) Where the employee's employment is terminated because of the introduction of technology, three (3) months' notice to terminate or pay in lieu thereof,provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (b) Notice or payment of notice under this paragraph shall be deemed to be service with the employer for the purposes of calculating leave entitlements under this Award.

(ii) Notice to Centrelink

Where a decision has been made to terminate fifteen (15) or more employees for reasons of an economic, technological, structural or similar nature, or for reasons including such reasons, the employer shall notify Centrelink as soon as possible giving relevant information as provided at section 530 of the *Fair Work Act 2009* (Cth).

(iii) Severance Pay

- (a) This subclause shall apply where an employee is terminated due to redundancy except where the employee concerned has been offered, but has refused to accept, an alternative position within the employer's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- (b) In addition to any required period of notice, and subject to subclause (i) of this Clause, the employee shall be entitled to severance pay as follows:

COMPLETED YEARS OF SERVICE WITH THE EMPLOYER	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- (iv) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the employer's employment until the expiry of the notice period.
- (v) During a period of notice of termination given by the employer, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the employer the employee shall provide proof of attendance at an interview.
- (vi) A redundant employee shall be entitled to the payment of a job search allowance of up to the rate set out in Table 2 of Part B of this Award to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with the employer or until the employee secures alternative employment, whichever is the sooner.
- (vii) If the employee agrees to be redeployed by the employer into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and severance pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and severance pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (viii) The employer shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (ix) The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Human Services.
- (x) In the event that the employer determines that a position is redundant, the employer where practicable, shall firstly offer such redundancy on a voluntary basis.

- (xi) Nothing in this Award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the employers bound by this Award.
- (xii) Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, the employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (iii) above if the employer obtains acceptable alternative employment for an employee.
- (xiii) Nothing in this clause shall restrict an employee with ten years' service or more and the employer from agreeing to further severance payments.
- (xiv) Nothing in this clause restricts the elected council and/or general manager from exercising their right under the *Local Government Act 1993* to determine and/or re-determine the organisation structure from time to time, and to implement such determinations.

41. Council Agreements

- (i) The parties agree to review operations at the council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of the employer and its employees.
- (ii) The terms of any agreement reached between the parties shall substitute for the provisions of the Award provided that:
 - (a) the extent of the agreement shall be limited to the Award's Clause 9, Performance Evaluation and Reward; Clause 11, Payment of Employees; Clause 15, subclauses (xi) and (xii), Travelling and Camping Allowances; Clause 18, Hours of Work; Clause 19, Overtime; Clause 20, Holidays; Clause 25, Part time Employment; and Clause 27, Job Share Employment.
 - (b) the agreement does not provide less than the entry level rates of pay;
 - (c) the agreement is consistent with the *Industrial Relations Act 1996* (NSW) and current wage fixing principles; and
 - (d) the agreement shall be processed in accordance with subclause (iii) of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph (a) above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.
- (iii) A council agreement shall be processed as follows:
 - (a) the unions shall be notified prior to the commencement of negotiations;
 - (b) the agreement has been genuinely arrived at by negotiation without compulsion;
 - (c) the agreement shall be committed to writing and shall include a date of operation and a date of expiration;
 - (d) the employer and the appropriate union(s) shall sign the agreement and a copy sent to the Association;
 - (e) Any party to a council agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.

(iv)

- (a) Section 44 of the Industrial Relations Act 1996 (NSW) relating to the termination of enterprise agreements shall apply to the termination of council agreements made in accordance with this clause, and a council agreement may be terminated in the same manner as an enterprise agreement.
- (b) Where a council agreement is terminated at or after the end of its nominal term by the giving of written notice to each other party to the agreement, at least three (3) months' notice shall be given. The notice may be served before the end of the nominal term.
- (c) Termination of a council agreement is not effective until all of the parties to the agreement have been given written notice of the approval to terminate or of service of the notice of intention to terminate.

42. Savings and Transitional

- (i) The employer must ensure that employees engaged on incremental scales on or before 8 June 1992, continue to be paid in accordance with the incremental scales as adjusted. This subclause does not apply in the following circumstances:
 - (a) if the employer has an operative training plan which is sufficient to allow progression at least equal to that under the previous incremental scales;
 - (b) if an employee chooses not to undertake training consistent with the employer's training plan; and
 - (c) if the incremental scale provides a rate of pay less than the Award entry level rate of pay.
- (ii)
 - (a) No employee shall receive a reduction in pay as a result of the implementation of this Award or transfer to a salary system.
 - (b) Unless otherwise agreed, employees, including seasonal workers, who are in regular receipt of penalty rates and/or shift penalties, aggregate rates of pay or other arrangements that compensate for hours of work shall either continue to receive such benefits or the payments prescribed by clause 18, whichever is the higher.
 - (c) The provisions in subclause (ii)(b) shall apply where council and enterprise agreements are terminated.
 - (d) The provisions in subclause (ii)(b) shall apply in addition to the Award increases prescribed by clause 44.
- (iii) Where employees, employed in areas where the employer's office is situated upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), thence by straight lines passing through the following towns or localities in the order stated, viz: Conargo, Argoon, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Narrabri, Moree, Wialda, Ashford and Bonshaw; at the time of making this Award had an entitlement to receive one week's leave of absence with pay in addition to the annual leave provided at subclause 21D(i) of this Award, the employee shall retain this entitlement whilst still employed by the employer at which they were working at the time of the making this Award.
- (iv)
 - (a) **West of the Line Allowance**

Where employees of the undermentioned council areas and those employers situated to the west thereof at the time of making this Award were paid at the rate per week as set out in Table 2 of

Part B in addition to their rate of pay, those employees shall retain this entitlement whilst they continue to be employed by the employer at which they were working, at the time of the making of this Award; Moree Plains, Walgett, Narrabri, Coonamble, Warren, Lachlan, Carrathool, Leeton, Murrumbidgee, Windouran, Murray and Griffith.

(b) Climatic Allowance

Where employees working within the area bounded by the Shires of Snowy River, Tumut and Tumbarumba at the time of the making of this Award, were paid per week as set out in Table 2 of Part B or part thereof, those employees shall retain this entitlement whilst still employed by the employer at which they were working, at the time of the making of this Award.

(c) In addition to what is provided in paragraphs (a) and (b) of this subclause, the allowances shall be paid to those employees during periods of absence on paid sick leave, public holidays and annual leave, but not otherwise.

- (v) Where an employee prior to 11 May 1995, had an entitlement to transfer accumulated sick leave from one employer to another employer in New South Wales, under the Local Government Senior Officers' Award the employee shall retain this entitlement.
- (vi) The implementation of this Award shall not result in the removal of any existing arrangement for an additional payment made by the employer for the payment of wages, excepting when such payment relates to FID.
- (vii) Where an on call employee has been paid a minimum payment for a public holiday on a regular basis, such arrangements shall continue, unless otherwise agreed.
- (viii) Where a casual employee engaged in a position on a regular and systematic basis has been paid casual loading on overtime prior to 1 November 2007, such arrangements shall continue while such employee is engaged in that position, unless otherwise agreed.

43. Leave Reserved

- (i) Leave is reserved for the parties to the Award to apply to vary tool allowances as set out in Clause 15(vi)(a) and compensation of tools as set out in Clause 15(vi)(d) of this Award in line with the Crown Employees (Skilled Trades) Award.
- (ii) Following any adjustment to the federal Local Government Industry Award 2010, leave is reserved for the parties to apply to amend the vehicle allowances as set out in Clause 16A(i), Clause 16A(iii) and Clause 15(x)(j) of this Award to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0).
- (iii) Following any adjustment to the federal Local Government Industry Award 2010, leave is reserved for the parties to apply to amend the meal allowance set out in Clause 15(xiv) to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, take away and fast foods sub-group (Cat No 6401.0).
- (iv) Leave is reserved for the parties to the Award to apply to vary the traineeship wage rates in Clause 30E(xii) in accordance with the pay scales derived from the federal Local Government Industry Award 2010.
- (v) Leave is reserved for the parties to the Award to apply to vary Clause 30, Junior and Trainee Employment, to reflect industry training needs.
- (vi) Leave is reserved for the parties to apply to vary the Award consistent with the principles of the Industrial Relations Commission of New South Wales in relation to the accreditation of employees by the Building Professionals Board.

- (vii) Leave is reserved for the parties to apply to vary the Award to reflect legislative changes that relate to parental leave.
- (viii) Leave is reserved for the parties to apply to vary Clause 16B(iii)(b), variations to leaseback fees, to reflect future changes to fringe benefits tax.
- (ix) Subject to the necessary legislative changes occurring, which the parties undertake to pursue, leave is reserved for the parties to apply to vary Clause 21D, Annual Leave, to provide that employees may, with the consent of the employer, take annual leave at either full, half or double pay.

44. Area, Incidence and Duration

- (i) This Award shall apply to all employers and employees:
 - (a) in local government in New South Wales; and
 - (b) in the local government industry in New South Wales as defined in this clause.
- (ii) In this Award "local government industry in New South Wales" means all activities undertaken by local government entities, including activities undertaken by corporations controlled by one or more local government entities. For the purposes of this subclause a corporation is controlled by one or more local government entities if one or more local government entities have the capacity to determine the outcomes of decisions about the corporation's financial and operating policies.
- (iii) The Award does not cover those employers and employees:
 - (a) whose positions are determined pursuant to section 332 of the *Local Government Act 1993* (NSW) to be senior staff positions;
 - (b) covered by the Local Government (Electricians) State Award;
 - (c) covered by the Nursing Home &c Nurses (State) Award;
 - (d) covered by the Charitable Sector Aged and Disability Care Services (State) Award 2003;
 - (e) covered by the Charitable, Aged and Disability Care Services (State) Award; and
 - (f) covered by the Miscellaneous Workers Home Care Industry (State) Award;
 - (g) employed by The City of Sydney;
 - (h) employed by Wollongong City Council;
 - (i) employed by Broken Hill City Council (that being the County of Yancowinna);
 - (j) employed by Newcastle City Council and covered by the Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award;
 - (k) employed by the Moree Artesian Aquatic Centre and principally engaged in the duties of the MAAC Ltd Wellness Centre within the premises known as the MAAC Ltd; and
 - (l) employed by Newcastle Airport Pty Limited.
- (iv) This Award shall rescind and replace the Local Government (State) Award 2014 published 22 August 2014 (376 I.G. 817) and all variations thereof.
- (v) This Award shall operate from the commencement of the first pay period on or after the 1 July 2017 and shall remain in force for a period of three years.

- (vi) The Award in column (a) of Table 1 of Part B provides for a 2.35% increase in rates of pay with a minimum payment of \$20.40 per week to operate from the first full pay period to commence on or after 1 July 2017.
- (vii) The Award in column (b) of Table 1 of Part B provides for a 2.5% increase in rates of pay with a minimum payment of \$21.80 per week to operate from the first full pay period to commence on or after 1 July 2018.
- (viii) The Award in column (c) of Table 1 of Part B provides for a 2.5% increase in rates of pay with a minimum payment of \$22.30 per week to operate from the first full pay period to commence on or after 1 July 2019.
- (ix) The increases in rates of pay provided by this Award shall apply to the rates of pay in employer's salary system.
- (x) The increases granted by this Award may be absorbed into enterprise increases granted since 29 May 1991 exceeding any award increases since that date, that is an \$8 safety net adjustment and increases of 6%, 2.5%, 2.5%, 3.5%, 3.25%, 3.25%, 2.7%, 3.3%, 3.25%, 3.25%, 4.0%, 3.5%, 3%, 3.2%, 3.2%, 3.2%, 2.6%, 2.15%, 3.25%, 3.25%, 2.6%, 2.7% and 2.8% provided that the following increases shall not be absorbed:
 - (a) placement or progression within the employer's salary system;
 - (b) increases in hours of work; and
 - (c) incorporation of penalty rates and shift or other allowances into the employee's rate of pay.
- (xi) In agreeing to increases in rates of pay for the term of this Award, the parties recognise that employers and employees have and shall continue to engage in enterprise bargaining.

PART B

MONETARY RATES - TABLE 1

CLAUSE 6- RATES OF PAY

Band/Level	(a) Rate Per Week First Pay Period 01/07/17 \$	(b) Rate Per Week First Pay Period 01/07/18 \$	(c) Rate Per Week First Pay Period 01/07/19 \$
Operational Band 1			
Level 1 (Juniors and Trainees)			
T1 at 15 years of age	390.00	399.80	409.80
T2 at 16 years of age or School Certificate	486.70	498.90	511.40
T3 at 17 years of age	572.60	586.90	601.60
T4 at 18 years of age or over or HSC	669.40	686.10	703.30
T5	766.70	785.90	805.50
T6	827.70	848.40	869.60
T7	868.40	890.10	912.40
T8	910.20	933.00	956.30
T9	952.20	976.00	1000.40
T10	995.50	1020.40	1045.90
Level 2	814.10	835.90	858.20
Level 3	870.00	891.80	914.10
Level 4	962.80	986.90	1011.60

Administrative/Technical/Trades Band 2			
Level 1	952.20	976.00	1000.40
Level 2	1091.90	1119.20	1147.10
Level 3	1306.80	1339.50	1373.00
Professional/Specialist Band 3			
Level 1	1091.90	1119.20	1147.20
Level 2	1306.80	1339.50	1373.00
Level 3	1521.70	1559.70	1598.70
Level 4	1844.90	1891.00	1938.30
Executive Band 4			
Level 1	1736.90	1780.30	1824.80
Level 2	2167.40	2221.60	2277.10
Level 3	2704.90	2772.50	2841.80
Level 4	3242.20	3323.30	3406.40

Note: T stands for Trainee

CLAUSE 30E (XII) - TRAINEESHIP WAGE RATES

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	312.20	343.80	409.60
Plus 1 year out of school	343.80	409.60	476.60
Plus 2 years	409.60	476.60	554.70
Plus 3 years	476.60	554.70	635.10
Plus 4 years	554.70	635.10	
Plus 5 years or more	635.10		

MONETARY RATES - TABLE 2 ALLOWANCES

	First Pay Period 01/07/17 \$	First Pay Period 01/07/18 \$	First Pay Period 01/07/19 \$
Clause 15(i) Level 1 Adverse Working Conditions Allowance	0.41p.h. or 15.40p.w.	0.42p.h. or 15.80p.w.	0.43p.h. or 16.20p.w.
Clause 15(ii) Level 2 Adverse Working Conditions Allowance	1.07p.h. or 40.70p.w.	1.10p.h. or 41.70p.w.	1.13p.h. or 42.70p.w.
Clause 15(iii) Sewer Chokes	8.77p.s.	8.99p.s.	9.21p.s.
Clause 15(vi)(a) Tool Allowances			
Bricklayer	22.00p.w.	22.00p.w.	22.00p.w.
Carpenter & Plumber	30.80p.w.	30.80p.w.	30.80p.w.
Metal & Mechanical Trades	30.80p.w.	30.80p.w.	30.80p.w.
Painter & Signwriter	7.50p.w.	7.50p.w.	7.50p.w.
Plasterer	30.80p.w.	30.80p.w.	30.80p.w.
Clause 15 (vi)(d) Insurance Value	1790.00p.a.	1790.00p.a.	1790.00p.a.
Clause 15(x)(f) Travelling Allowances			
3 - 10 km	4.93p.j.	5.05p.j.	5.18p.j.
11 - 20 km	7.80p.j.	8.00p.j.	8.20p.j.
21 - 33 km	11.30p.j.	11.58p.j.	11.87p.j.
34 - 50 km	17.29p.j.	17.72p.j.	18.16p.j.
Each additional 10kms	4.65p.j.	4.77p.j.	4.89p.j.
Clause 15(x)(j) Vehicle Allowance (cents per km)			
Under 2.5 litres	0.68p.km.	0.68p.km.	0.68p.km.
2.5 litres and over	0.78p.km.	0.78p.km.	0.78p.km.

Clause 15(xi)(a) Camping Allowance	58.00p.n.	63.00p.n.	67.55p.n.
Clause 15 (xii)(a) Community Language Allowance	21.80p.w.	22.30p.w.	22.90p.w.
Clause 15(xiii)(a) First Aid Allowance	14.70p.w.	15.10p.w.	15.50p.w.
Clause 15(xiv) Meal Allowance	15.14	15.14	15.14
Clause 15(xv) Civil Liability Allowance (payable from the first pay period commencing on or after 15 December 2006)	3.5%	3.5%	3.5%
Clause 16A(i) Vehicle Allowances (cents per km)			
(a) Under 2.5 litres	0.68p.km.	0.68p.km	0.68p.km
2.5 litres and over	0.78p.km.	0.78p.km.	0.78p.km.
(b) Minimum quarterly payment	2145.00	2145.00	2145.00
Clause 19C (iii) On Call Allowance on ordinary working days	19.33p.d.	19.81p.d.	20.31p.d.
Clause 19C (iv) On Call Allowance - on other days	37.84p.d.	38.79p.d.	39.76p.d.
Clause 19C (v) On Call Allowance - maximum per week	172.40p.w.	176.70p.w.	181.10p.w.
Clause 40(vi) Job Search Allowance	2558.80	2622.80	2688.40
Clause 42(iv) Savings and Transitional			
(a) West of the Line Allowance	3.90p.w.	3.90p.w.	3.90p.w.
(b) Climatic Allowance	3.90p.w.	3.90p.w.	3.90p.w.

Key:

- p.h. = per hour
- p.a. = per annum
- p.d. = per day
- p.w. = per week
- p.n. = per night
- p.km. = per kilometre
- p.j. = per journey
- p.s. = per shift

SCHEDULE 1

MINIMUM STANDARDS OF CARAVAN ACCOMMODATION TO BE PROVIDED TO EMPLOYEES REQUIRED TO CAMP OUT

Where employees camp out the employer shall provide suitable caravan accommodation for the employees concerned in accordance with the following minimum standards:

- (a) Caravans shall be of such size as to provide adequate space for each employee and no more than two employees should be accommodated in any one caravan.
- (b) The walls and ceilings of the caravan shall be of sound construction and shall be insulated. Fly screen doors and windows shall be fitted and all openings adequately sealed against dust and/or weather conditions. Adequate steps shall be provided at each door.
- (c) The floor is to be covered with vinyl tiles, linoleum or other acceptable standard floor covering.
- (d) Reverse cycle or refrigerated air conditioning or other agreed cooling device and/or heater shall be provided in each caravan and shall be appropriately maintained.
- (e) Two separately located suitable bedding shall be provided together with suitable mattresses.
- (f) A fixed separate table shall be provided with two separate seats and brackets so as to provide for the taking of meals comfortably.
- (g) A wardrobe shall be provided for each employee, ensuring adequate clothes hanging space, fitted with shelf.

- (h) A personal bed locker shall be located at each bed. This shall consist of at least one shelf and door.
- (i) Each camp shall be supplied with an electric generator or other suitable power source that is of the low decibel type and the generator shall be housed in such a manner so as to provide for noise insulation. The generator shall be sufficiently powerful so as to service each appliance that is within or is associated with the use of the van. Generators shall be appropriately maintained.
- (j) Adequate electric lighting shall be installed in the caravan and sufficient external lighting shall be provided so as to allow for safe access to toilet facilities and vehicles.
- (k) Each caravan shall be equipped with a suitable refrigerator; a stovette with two burners and a griller and, where such stovette is an l.p.g. stovette, shall be fitted with safety tap. A sink with basin pump connected to a storage water tank of sufficient capacity shall be provided. The water tank shall have an external tap. An adequate supply of cool drinking water shall be provided.
- (l) A food and utensils storage cabinet suitably equipped with pots, pans and kettle and sufficient bench space shall be provided to allow for the preparation of meals.
- (m) Showering facilities shall be included in the caravan. Each shower cubicle shall be provided with a shower curtain and rod, soap holder, hot and cold water and non-slip floor. Soap and other suitable cleaning agents shall be provided for employees taking showers, such cleaning agents should be of a type that will safely remove an unwanted substance with which the employee has come in contact. Adequate lighting and ventilation shall be provided in the shower area.
- (n) The carrying and storage of fuel and employer stores within the internal frame of the caravan will not be permitted under any circumstances. Employers shall provide for the safe keeping of employees tool kits and personal belongings, including when employees are off the site. Provision shall be made to allow for safe storage of hand tools and other equipment during meal and other breaks.
- (o) Kerosene heating, cooking and/or lighting are not considered to be suitable facilities.
- (p) Suitable cleaning equipment shall be provided together with storage facilities for such equipment.
- (q) Access to and egress from all amenities shall be kept clear at all times.
- (r)
 - (i) Garbage bins, which are vermin/fly proof with secure lids shall be provided together with removable and sealable bin liners.
 - (ii) Adequate toilet facilities shall be provided and positioned to provide privacy and so as to preclude odours reaching meal and/or accommodation facilities.
- (s) Washing facilities shall be provided under cover and an adequate supply of soap and paper towels shall be provided and replaced as needed. A vermin/fly proof garbage bin with removable liner and secure lid shall be provided in the vicinity of the washing facilities and emptied when necessary.
- (t) Caravans shall be regularly inspected for maintenance purposes and a record book kept by employer indicating the age of the vans and maintenance work carried out on the vans.

J. P. MURPHY, Commissioner.

LOCAL LAND SERVICES AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of employees.

(Case No. 2017/99858)

Before Chief Commissioner Kite

21 June 2017

AWARD

Arrangement

Clause No. Subject Matter

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PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS

SECTION 1 - APPLICATION AND OPERATION

PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS

SECTION 1 - APPLICATION AND OPERATION

1. Introduction

- 1.1 On 1 January 2014 the Local Land Services (LLS) was established pursuant to Part 1, Section 2 of the Local Land Services Act 2013.
- 1.2 Employees of LLS are employed as employees of an Executive agency related to a Department as listed in Part 2 of Schedule 1 of the Government Sector Employment Act 2013.

- 1.3 This Award sets out salaries and conditions of employment for employees in LLS in the classifications specified in this Award.

2. Definitions

- 2.1 Act means the *Government Sector Employment Act 2013*.
- 2.2 Agency Head means the Chair of the Board of Chairs.
- 2.3 Casual Employee means an employee engaged on a casual basis and paid hourly as provided for in clause 10.5 of this Award.
- 2.4 Dependant means a person who lives in the principal place of residence of the employee and who is wholly or in part dependent on the employee for support.
- 2.5 Dispute Settlement Procedure means the procedure outlined in clause 5.
- 2.6 Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.
- 2.7 Employees means all persons employed by LLS under Part 2 of Schedule 1 of the *Government Sector Employment Act 2013*.
- 2.8 Employer means for the purposes of this award is the Chair of the Board of Chairs being the Agency Head or their nominated delegate of the Local Land Services.
- 2.9 Excess Rent is rent which is paid for a private rental property in a new location which is above the affordable rate for the employee as defined in clause 30 Transferred Employee Relocation Costs.
- 2.10 FACSL means Family and Community Service Leave in accordance with clause 19 of this Award.
- 2.11 Family Member means:
- (a) A spouse of the employee.
 - (b) A de facto spouse, is a person of the opposite or same sex to the employee who lives with the employee as the employee's partner on a bona fide domestic basis although not legally married to the employee.
 - (c) A child or adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the employee or of the spouse or de facto spouse of the employee.
 - (d) 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.
- 2.12 Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member), attending to unplanned or unforeseen family responsibilities (such as attending a child's school for an emergency reason or emergency cancellations by child care providers).
- 2.13 Fixed Term Employee means an employee engaged for a defined period of time stipulated at the time of engagement, as varied by agreement.

- 2.14 Full-Time Employee means a person who is employed on an ongoing or fixed term basis to work the ordinary hours prescribed in subclause 10.2 of this Award.
- 2.15 Headquarters means the centre(s) to which an employee is assigned or from which an employee is required to operate on a long-term basis.
- 2.16 "Industrial Relations Secretary" means the Secretary of the Treasury, as established under the *Government Sector Employment and Act 2013* .
- 2.17 IRC means Industrial Relations Commission of New South Wales.
- 2.18 Leave Year means, for the calculation of annual leave loading, the year commencing on 1 December each year and ending on 30 November of the following year.
- 2.19 LIL means leave in lieu to be taken in lieu of payment for overtime defined in clause 36 of this Award.
- 2.20 Local Holiday means a holiday which is declared as an additional holiday for a specified part of the State under the Public Holidays Act.
- 2.21 Long Service Leave means extended (long service) leave as provided for in clause 20 of the Award.
- 2.22 LLS means Local Land Services.
- 2.23 LWOP means Leave Without Pay.
- 2.24 On Call means an employee who is required by the Employer to be available outside their normal working hours for recall to work.
- 2.25 Ongoing Employee means a person whose employment continues until the employee resigns or has his or her employment terminated.
- 2.26 Ordinary Working Hours means full time ordinary working hours shall be 38 hours per week Monday to Friday.
- 2.27 Part Time Employee means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3, including an employee working a job share arrangement and where the ordinary hours of work are less than 38 per week or less than 7.6 hours per standard work day.
- 2.28 Reimbursement or "reimbursed" means payment of an expense by the Employer, which is actually incurred by the employee, which the Employer is satisfied is reasonable, and for which adequate evidence is produced by the employee.
- 2.29 Saturday means the period between 12 midnight Friday and 12 midnight Saturday.
- 2.30 Shift means a rostered shift as defined in clause 49 of this Award.
- 2.31 Shift worker means an employee who works rostered shifts as defined in clause 49 of the Award.
- 2.32 Standard Hours means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7.6 hours, Monday to Friday, with a lunch break of one hour.
- 2.33 Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.
- 2.34 Temporary assignment means an employee is temporarily assigned by the Agency Head or delegate to another role in Local Land Services and is entitled to be paid an allowance if the other role is at a higher grade of work.

- 2.35 Union means an organisation of employees registered under the Industrial Relations Act 1996 who is a party to this Award.

3. Title

This Award shall be known as the Local Land Services Award 2017.

4. Area, Incidence and Duration

- 4.1 This Award rescinds and replaces that Local Land Services Award 2013 published 27 November 2015 (378 IG 480) and shall take effect from 1 July 2017 and shall remain in force until 30 June 2018.

- 4.2 Parties to this Award are:

4.2.1 The Industrial Relations Secretary as defined in subclause 2.16;

4.2.2 Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);

4.2.3 The Australian Workers Union (AWU).

- 4.3 This Award operates to replace any other Award, Agreement or instrument which would otherwise apply, including the following Awards or their replacement Awards:

Crown Employees Conservation Field Officers (NSW Department of Trade and Investment, Regional Infrastructure and Services and NSW Office of Environment and Heritage) Reviewed Award 2012

Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Professional Officers Award

Crown Employees (Public Sector - Salaries 2016) Award

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

Crown Employees (Senior Officers Salaries) Award 2012

Livestock Health and Pest Authorities Salaries and Conditions Award

- 4.4 This award complies with section 19 of the *Industrial Relations Act* 1996.

5. Dispute Settlement Procedure

- 5.1 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 LLS, if required.

- 5.2 An employee 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.

- 5.3 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, to the Agency Head or delegate.

- 5.4 The immediate manager, or other appropriate employee, 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.

- 5.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Agency Head.
- 5.6 The Agency Head may refer the matter to the relevant Union for consideration.
- 5.7 If the matter remains unresolved, the Agency Head 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.
- 5.8 An employee, at any stage, may request to be represented by the Union.
- 5.9 The employee or the Union on their behalf or the Agency Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- 5.10 The employee, Union and Agency Head shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- 5.11 Whilst the procedures outlined in subclauses 5.1 to 5.10 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, or, in the case involving workplace 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.

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.

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

7. Classifications Structure and Rates of Pay

- 7.1 The rates of pay outlined for in Table 1 of Schedule A provide for 36 pay points across the four classification streams.
- 7.2 Employees of LLS shall be employed in one of the following four classification streams and paid salaries according to their classification provided for in Tables 2 to 5 of Schedule A of this Award.

Administration and Clerical Stream, Table 2 of Schedule A;

Advisory and Technical Stream, Table 3 of Schedule A;

Field Operations Stream, Table 4 of Schedule A; and

District Veterinarian Stream, Table 5 of Schedule A.

- 7.3 Employees will be paid, where applicable, Work Related Allowances as provided for in Table 1 of Schedule B and Meal, Travel and Other Expense Related Allowances as provided for in Table 2 of Schedule B of this Award.
- 7.4 The Salaries and Work Related Allowances in this Award will vary in accordance with the same variations and operative dates that apply to the Crown Employees (Public Sector - Salaries 2016) Award or any replacement Award.

- 7.5 The Meal, Travel and Other Expense Related Allowances in this Award will vary in accordance with the same variations and operative dates that apply to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any replacement Award.
- 7.6 The transitional arrangements provided for in Schedule C of this Award apply only to former employees of Catchment Management Authorities who are transferred to LLS at the time it is enacted.

8. Salary Movement

- 8.1 Salary Movement for employees employed in the Administration and Clerical Stream, Advisory and Technical Stream, and Field Operations Stream, employees must be able to demonstrate their ability to undertake the capabilities in the relevant role description as provided for in the Government Sector Capabilities Framework, in addition to the following:
- 8.1.1 Movement within each Grade will be by annual increment, provided the Employer is satisfied with the conduct and manner of performance of duties of the employee concerned.
- 8.1.2 Consideration of incremental movement by the Employer, for all employees, will be subject to a satisfactory performance report recommending progression by the manager.
- 8.1.3 Promotion between grades can only take place if:
- (a) A vacancy exists at a higher grade; and
 - (b) The vacancy has been advertised; and
 - (c) A comparative assessment process has been followed.
- 8.2 Salary Progression for employees employed in the District Veterinarian Stream, employees must be able to demonstrate their ability to undertake the capabilities in the relevant role description as provided for in the Government Sector Capabilities Framework in addition to the following:
- 8.2.1 New assignments to be at the grade appropriate for the experience and skill of the assigned employee.
- 8.2.2 Progression between District Vet Grade 4.4 and District Vet Grade 7.2 is subject to 12 months satisfactory service at each of the previous grades. It is also subject to:
- (a) demonstrating to the Employer a contribution to the achievement of the Animal Biosecurity and Welfare (AB&W) Business Plan identified KPI's; and
 - (b) demonstrating to the Employer flexibility in meeting the Local Land Services (LLS) Biosecurity and Emergency Services program requirements in the previous year; and
 - (c) demonstrating to the Employer active contribution to working as part of a team with other LLS employees.
- 8.2.3 In addition to the requirements in 8.2.2 above, progression from Grade 4.4 to Grade 5.1 shall be by application to the Employer and assessment of the following criteria having been satisfied:
- (a) Satisfactory performance and completion of 12 months service at Grade 4.4.
 - (b) Obtained an 'Authority as Inspector' under the Stock Diseases Act 1923.
 - (c) Completion of the following training courses:
 - (i) Certificate IV in Government (Statutory Compliance) or current equivalent.

- (ii) SEINS Infringement Notice Training.
 - (iii) Equivalent current and relevant course in one or more of (but not limited to): communication, negotiation, planning, research or project management skills.
- (d) Familiarity with and ability to interpret NSW Government Animal Health policy and procedure.
- (e) Familiarity with and ability to exercise appropriate functions in accordance with policy under:
- (i) *Stock Diseases Act 1923*.
 - (ii) *Local Land Services Act 2013*.
 - (iii) Interstate requirements for movement of livestock.
 - (iv) Natural disaster relief policies.
 - (v) *Stock (Chemical Residues) Act 1975*.
 - (vi) *Veterinary Practice Act 2003*.
 - (vii) *Prevention of Cruelty to Animals Act 1979*.
 - (viii) *Animal Diseases and Animal Pests (Emergency Outbreaks) Act 1991*.
- (f) Demonstrated the following:
- (i) Contribution to the development of the LLS Biosecurity Operational Plan.
 - (ii) Achieving identified Key Performance Indicator (KPI) targets in the LLS Biosecurity Operational Plan.
 - (iii) Core reporting requirements in the LLS Biosecurity Operational Plan are met in a timely manner.
 - (iv) Ability to locate and interpret relevant Livestock Health policy and procedure documents.
 - (v) Ability to locate and interpret interstate movement requirements.
 - (vi) Competency to record and retrieve data in timely manner to meet requirements of the animal health management system.
 - (vii) Meeting standards for recording Livestock Health events within the district for certification and surveillance.
 - (viii) Undertaking Continuing Professional Development to meet guidelines of the Veterinary Practitioners Board.
 - (ix) Obtain competencies under Emergency Management training to Field Veterinarian Operational standard.
 - (x) Ability to supervise other LLS employees or contractors during projects or day to day animal health related matters.
 - (xi) Regular attendance and contribution at relevant Biosecurity and Emergency Services related meetings.

8.2.4 Progression from Grade 5.6 to Grade 6.2 shall be by demonstration to the Employer that the following criteria are satisfied:

- (a) Meet all the requirements of 8.2.3 plus satisfactory completion of 12 months service at 5.6.
- (b) Demonstrated the following:
 - (i) Involvement in the development of the LLS Biosecurity Operational Plan in a budgeted and resourced format.
 - (ii) All major identified and agreed KPI's as outlined in the LLS Biosecurity Operational Plan have been satisfactorily addressed.
 - (iii) Coordination (with respective LLS managers and team leaders) of the ongoing training and development of employees for Livestock Health and Emergency Management related duties.
 - (iv) Regular contribution to regional Animal Biosecurity and Emergency Service meetings when held.
 - (v) Involvement in discussions of policy and procedure changes at a regional level.
 - (vi) Contribution at an appropriate level to the Biosecurity and Emergency Services system as a whole.
- (c) Demonstrated competence in the following fields:
 - (i) Epidemiology.
 - (ii) Diagnosis of diseases of important livestock species.
 - (iii) Gross pathology of livestock species.
 - (iv) Knowledge of the economic impact of diseases of important livestock species.
 - (v) Advising on diseases important to livestock systems within the region.
 - (vi) Livestock management systems of significance within the region.

8.2.5 Accelerated Progression

- (a) The Employer may consider the granting of accelerated progression within Grades 5.1, 5.3 & 5.6 or Grades 6.2, 6.3 & 7.2 from one Grade to any other Grade, on written application from the District Veterinarian to the Employer.

Such application is to demonstrate that:

- (i) general duties within the Animal Biosecurity and Emergency Services functions are being performed by the District Veterinarian at a superior level (to be assessed by the Employer and relevant Biosecurity and Emergency Services managers and team leaders); and
- (ii) a significant contribution to the Animal Biosecurity and Emergency Services functions at either a regional, state-wide, national level affecting the industry has been made by the District Veterinarian since the last progression (to be assessed by the Employer and relevant Biosecurity and Emergency Services managers and team leaders);

- (b) The accelerated progression, if approved shall take effect from one (1) month after the date of lodgement of a successful application to the Employer.
- (c) In all cases where an application is declined, the District Veterinarian will receive a written explanation from the Employer.

8.2.6 Progression from Grade 7.2 to Grade 7.3 shall be by application by the District Veterinarian with supporting documentation to the Employer. The Employer will arrange an assessment by a panel comprising a nominee of the Chief Veterinary Officer, an Employer nominee at manager level and within the Biosecurity and Emergency Services function and a nominee at team leader level within the Animal Biosecurity and Welfare function of the LLS. At least one panel member should have sat on a previous panel.

The following criteria must be satisfied:

- a) Satisfactory completion of 12 months service at Grade 7.2.
- b) Demonstrate that, where appropriate, a team approach with leadership by the District Veterinarian is utilised to achieve Biosecurity Operational Plan objectives.
- c) Qualification in a subject relevant to the duties of a District Veterinarian or a combination of training and experience equivalent to such a qualification.
- d) Competencies or equivalent experience sufficient under Emergency Management to perform a Control Centre role at the level of Coordinator or above.
- e) Demonstrated continuing, active and high quality contribution to the Biosecurity and Emergency Services system as a whole, with major or significant contributions to local, regional or state-wide animal health programs.
- f) Contribution to the briefing of senior management and employees on changes to Livestock Health policy and procedure changes and implications to the community and where appropriate, assist with training required by such changes.
- g) High level of skill in the diagnosis, treatment, control, prevention, and management of Livestock Health problems in the important livestock enterprises in the district.
- h) Major input into the adoption of improved Livestock Health practices by industry.
- i) Substantial output of effective advisory material.
- j) Demonstrated cooperation and collaboration with other functional areas, other disciplines, and other agencies.
- k) High level of input into the achievement of the LLS Biosecurity and Emergency Services strategic and operational plans.

8.2.7 Progression from Grade 7.3 to Grade 7.5 shall follow 12 months satisfactory performance at each grade; and

8.2.8 Progression between Grade 7.3 and Grade 7.5 shall also be subject to the applicant demonstrating to the Employer that they continue to perform at the standard that resulted in their progression to Grade 7.3 as per clause 8.2.6.

8.2.9 In all cases where an application for progression is declined, the District Veterinarian will receive from the Employer a written explanation of the reasons for the decision.

8.2.10 If an employee feels that any application for progression has not been reasonably treated, an appeal outlining reasons and expectations, may be made to the LLS Agency Head for review.

8.2.11 Progression above Grade 7.5 (pay point 31) shall only occur if:

- a) a vacancy exists; and
- b) the vacancy has been advertised; and
- c) a comparative assessment process has been followed.

8.2.12 Movement from Grade 8.1 to 8.2 will be by annual increment, provided the Employer is satisfied with the conduct and manner of performance of duties of the employee concerned.

8.2.13 The operative date for payment of the increase under subclauses 8.2.3, 8.2.4, 8.2.5 and 8.2.6 shall be the date on which the successful application was submitted to LLS. In those instances where an application was either unsuccessful or needed to be modified, then the date of lodging a new application which is successful will become the operative date for the payment of the increase.

9. Probationary Period

9.1 All new employees, excluding casuals, will be subject to a probationary period of 3 months.

9.2 The Employer may extend a probationary period up to a maximum of 6 months.

10. Forms of Employment

10.1 The Employer may engage employees on an ongoing employment (full time or part time); or fixed term employment (full-time or part time); or casual basis.

10.2 Ongoing Full Time Employment

A full time employee is an employee employed to work ordinary hours of 38 hours per week as provided for in clause 12 of this Award.

10.3 Ongoing Part Time Employment

10.3.1 A part time employee shall be engaged to work less than the ordinary hours worked by a full time employee.

10.3.2 Part time work may be undertaken with the agreement of the Employer. Part time work may be undertaken in a part time role or under a part time arrangement. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.

10.3.3 Part time employees shall be paid at the same hourly rate as a full time employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award. Incremental progression for part time employees is the same as for full time employees.

10.3.4 Part time employees receive full time entitlements on a pro rata basis calculated according to the number of hours an employee works in a part time role or under a part time arrangement.

10.3.5 Additional hours

- a) The Employer may request, but not require, a part time employee to work additional hours in excess of their contract hours.
- b) The time worked in excess of the employee's contract hours and up to the normal full time hours for the classification, part time employees shall:

- i) Be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of annual leave where the employee is entitled to four weeks annual leave, or a loading of 5/47ths in lieu of annual leave where the employee is entitled to five weeks annual leave, or
- ii) If working under a Flexible Working Hours Agreement as provided for in clause 13 of this Award, have the time worked credited as flexible working hours.
- c) For time worked in excess of the full time hours of the classification, or outside the bandwidth, payment shall be made at the appropriate overtime rate in accordance with clause 31 in this Award.

10.4 Fixed Term Employment

10.4.1 A fixed term employee may be engaged for a specified project or period; seasonal work; or for parental leave relief on either a full time or part time basis.

10.4.2 A fixed term employee shall be entitled to the same salary and conditions as ongoing employees in the same classification.

10.5 Casual employment

10.5.1 Rate of pay for Casuals

- a) A casual employee will be engaged and paid on an hourly basis.
- b) Casuals will be engaged and paid for a minimum of 3 hours for each occasion required to work.
- c) Engagement on any one occasion, or over a period of time, does not guarantee or give rise to any entitlement to further casual shifts.
- d) When engaged to work casual employees shall be paid the following loading in addition to their rates of pay:

Working Time	Loading
Monday to Friday	15%
Saturdays	50%
Sundays	75%
Public holidays	150%

- e) Casual employees shall also receive a 1/12th loading in lieu of annual leave.
- f) The loadings specified in subclause 10.5.1 d) are in recognition of the casual nature of employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

10.5.2 Overtime for Casuals

- a) When directed to perform overtime, casual employees shall be paid for hours in excess of 38 hours a week or in excess of 10 hours on any one day.
- b) If you are directed to work overtime you will be paid the following rates of pay:

Overtime worked	Loading in addition to the ordinary rate of pay
Monday to Friday (first 2 hours)	50%
Monday to Friday (after first 2 hours)	100%
Saturdays (first 2 hours)	50%

Saturdays (after first 2 hours)	100%
Sundays	100%
Public holidays	150%

- c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in subclause 10.5.1 d).
- d) The loading in lieu of annual leave as set out in subclause 10.5.1 e) is not included in the hourly rate for the calculation of overtime payments for casual employees.

10.5.3 Leave for Casuals

Other than provided for in this subclause, casual employees are not entitled to any other forms of paid or unpaid leave:

- a) Casual employees will be paid 1/12th in lieu of annual leave as prescribed at subclause 10.5.1 e);
- b) Long service leave in accordance with clause 20 of this Award;
- c) 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 Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.

- d) 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 as described in clause 2 Definitions, 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 in subclause 18.2 of this Award.
 - ii) The 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.
 - iii) 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.
 - iv) The casual employee shall within 2 hours of the commencement of their shift and on the first day or shift of such absence, inform the Employer of their inability to attend for work.
- e) 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 as described in clause 2 Definitions, on production of satisfactory evidence (if required by the Employer).
 - ii) The Employer 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 an 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.

- iii) The 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.
- iv) The casual employee shall within 2 hours of the commencement of their shift and on the first day or shift of such absence, inform the Employer of their inability to attend for work.

10.5.4 Other clauses of this Award

The following clauses of the Award do not apply if you are employed as a casual:

9	Probationary Period
11	Termination of Employment
13	Flexible Working Hours
14	Leave - General Provisions
15	Annual Leave
16	Annual Leave Loading
17	Sick Leave
18	Carer's Leave
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33	On Call Allowance
36	Leave in Lieu (LIL) or Payment for Overtime
41	Remote Locations Living Allowance
46	Trade Union Leave and Activities

11. Termination of Employment

11.1 The Employer will not terminate an employee's employment unless:

11.1.1 The employee has been given, in writing, the period of notice required by this clause;

11.1.2 The employee is guilty of serious misconduct; or

11.1.3 All relevant legislative provisions have been complied with.

11.2 The required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

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

- 11.4 The Employer may require the employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.
- 11.5 Employees may terminate their employment by giving notice in writing in accordance with the table in subclause 11.2 above, or by forfeiting salary in lieu of notice.
- 11.6 Where the Employer has given notice of termination to an employee, the employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Employer.
- 11.7 Upon termination of employment an employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.
- 11.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an employee at any time, without notice, for serious misconduct.

12. Hours of Work

- 12.1 The ordinary hours of work shall be 38 hours per week Monday to Friday.
- 12.2 No employee shall be required to work more than five consecutive hours without a meal break.
- 12.3 Meal breaks must be given to and taken by employees. Employees shall be entitled to an unpaid meal break of not less than 30 minutes duration or longer by agreement between the Employer and employee.
- 12.4 The ordinary hours working arrangement shall be 7.6 hours per day with starting and finishing times by agreement between the Employer and the employee or on the basis of working in accordance with a Flexible Working Hours Agreement as provided for in clause 13 of this Award.

13. Flexible Working Hours

- 13.1 The parties to this Award may enter into an Agreement for flexible working hours to apply to employees covered by this Award.
- 13.2 Any Agreement provided for in subclause 13.1 shall be linked to the Department of Trade and Investment, Regional Infrastructure and Services Flexible Working Hours Agreement (FWHA) and as such will vary in accordance with the same variations and operative dates that apply to the Trade & Investment FWHA.
- 13.3 In the absence of a Flexible Working Hours Agreement, the Flexible Working Hours conditions that are provided for in clause 21 of the Crown Employees (Public Sector Conditions of Employment) Reviewed Award 2009, or its replacement, shall apply.

14. Leave - General Provisions

- 14.1 An application by an employee for leave under this clause shall be made to and dealt with by the Employer.
- 14.2 The Employer, in dealing with any such application, shall have regard to the business and operational requirements, but as far as practical shall deal with the application in accordance with the wishes of the employee.
- 14.3 All leave will be calculated in a minimum of one minute units.
- 14.4 Part time employees will receive paid leave provisions of this Award on a pro rata basis, calculated according to the number of contracted hours worked per week.

- 14.5 A fixed term employee is eligible to take a period of approved leave during the current period of employment.
- 14.6 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.
- 14.7 Leave to Count for Incremental Purposes.

The following types of paid leave are regarded as service for incremental purposes:

Annual leave;

Sick leave;

Family and community service leave;

Long service leave, full-pay, double-pay and half-pay;

Parental leave, full-pay and half-pay; other paid parental leave;

Purchased Leave at the negotiated purchase leave rate;

Leave without pay totalling five days or less in the incremental period;

Any period of leave without pay where used for the purposes of part time service with the Defence Forces; to represent Australia or NSW in amateur sport; workers' compensation or transport strikes;

Sick leave without pay;

Other forms of paid leave.

- 14.8 Leave to count for leave accrual purposes.

The following types of paid leave are regarded as service for leave accrual purposes:

Annual leave;

Sick leave;

Sick leave without pay;

Family and community service leave;

Personal/carers leave;

Long service leave at full-pay;

Long service leave taken on half-pay counts as full time service for all purposes except for recreation (annual) leave, which accrues at half the rate;

Long service leave taken on double-pay counts as full time service for all purposes except for recreation (annual) leave, which accrues at single-time rate;

Paid parental leave at full-pay;

Paid parental leave at half-pay, accrues all leave at half the rate;

Unpaid parental leave does not count as service for determining any leave entitlement, except for long service leave when at least ten years of service has been completed and unpaid maternity leave does not exceed six months;

Short paid other parent leave at full-pay;

Short paid other parent leave at half-pay, which accrues all leave at half the rate;

Purchased leave at the negotiated purchased leave rate of pay;

Leave without pay totalling five days or less in the incremental period;

Other forms of paid leave.

15. Annual Leave

- 15.1 Subject to this clause, annual leave is in accordance with the *Annual Holidays Act 1944*.
- 15.2 Employees are entitled to 4 weeks annual leave each year, which accrues from day to day on a pro-rata basis over a 12 month period.
- 15.3 An employee who takes unpaid parental leave in accordance with this Award is entitled to take annual leave on half pay at the same time.
- 15.4 Death - Where an employee dies, the monetary value of annual leave accrued and remaining untaken as at the date of death, shall be paid to the employee's nominated beneficiary.
- 15.5 Limits on accumulation and direction to take leave:
- 15.5.1 Employees must take at least two consecutive weeks of annual leave every 12 months, except by agreement with the Agency Head in special circumstances.
- 15.5.2 Where operational requirements permit, the application for leave shall be dealt with by the Employer according to the wishes of the employee.
- 15.5.3 The Employer shall notify the employee in writing when accrued annual leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks annual leave within 3 months of the notification at a time convenient to the Employer.
- 15.5.4 The Employer shall notify the employee in writing when accrued annual leave reaches 8 weeks or its hourly equivalent and direct the employee 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 Employer.
- 15.5.5 An employee must take their annual leave to reduce all balances below 8 weeks or its hourly equivalent, and the Employer must cooperate in this process.
- 15.6 Conservation of Leave:
- If the Employer is satisfied that an employee 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 Employer shall:-
- 15.6.1 Specify in writing the period of time during which the excess shall be conserved; and
- 15.6.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.

- 15.7 Annual leave does not accrue during leave without pay, other than:
- 15.7.1 Military leave taken without pay when paid military leave entitlements are exhausted;
 - 15.7.2 Absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - 15.7.3 Any continuous period of sick leave taken without pay when paid sick leave is exhausted;
 - 15.7.4 Incapacity for which compensation is authorised under the *Workplace Injury Management and Workers Compensation Act 1998* and *Workers Compensation Act 1987*; or
 - 15.7.5 Periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- 15.8 An employee who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the Crown Lands Consolidation Act 1913 before its repeal, accrues additional annual leave at the rate of 5 days per annum.
- 15.9 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays.
- Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave as provided for in subclause 49.7 of this Award.
- 15.10 An employee entitled to additional annual leave under subclauses 15.8 and 15.9 of this clause, or under subclause 49.7, Shift Work of this Award can elect at any time to cash out the additional annual leave.

16. Annual Leave Loading

- 16.1 Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated on their salary.
- 16.2 The annual leave loading shall be paid to employees subject to the following conditions:
- 16.2.1 The full entitlement to the loading on annual leave that an employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year an employee takes sufficient leave to permit them to be absent from work for at least two consecutive weeks annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
 - 16.2.2 In the event of no such absence occurring by 30 November of the following year, an employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.
 - 16.2.3 On cessation of employment, other than termination by the Employer for serious and intentional misconduct, an employee who has not taken annual leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.
 - 16.2.4 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.
- 16.3 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.
- 16.4 Shift workers - Shift workers proceeding on annual leave are eligible to receive the more favourable of:

16.4.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on annual leave; or

16.4.2 17½% annual leave loading.

17. Sick Leave

17.1 An employee is entitled to take paid accrued sick leave in accordance with this clause.

17.2 Sick leave accrues at the rate of 15 days each calendar year, and any such accrued leave, which is not taken, is cumulative.

17.3 During the first 4 months of employment, an employee can access up to 5 days paid sick leave even though that leave has not yet accrued.

17.4 An employee is required to provide evidence of illness from a registered medical practitioner when sick leave exceeds two consecutive days.

17.4.1 The reference to medical practitioner in subclause 17.4 shall be; up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or,

17.4.2 at the Employer's discretion, another registered health services provider.

17.4.3 at the Employer's discretion, other forms of evidence that satisfy that an employee had a genuine illness.

17.5 Subject to 17.4 and any restrictions imposed as a result of unsatisfactory attendance, employees are entitled to take a total of 5 instances of sick leave due to illness in any one calendar year without the provision of evidence of illness, after which all leave requires evidence of illness from a registered medical practitioner.

17.6 Sick leave without pay shall count as service for the accrual of paid sick leave and annual leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.

18. Carer's Leave

Where family and community service leave provided for in clause 19 of this Award is exhausted or unavailable, an employee with responsibilities in relation to a family member as provided for in clause 2 Definitions who needs the employee's care and support, may elect to use available paid sick leave, when a family member is ill subject to the following:

18.1 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Employer may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

18.2 If required by the Employer to establish the illness and/or the need for care of the family member concerned, the employee must provide evidence, as required under subclause 17.4, from a registered medical practitioner.

19. Family and Community Service Leave

19.1 The Employer shall grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 19.2 of this clause.

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.

- 19.2 Such unplanned and emergency situations may include, but not be limited to, the following:
- 19.2.1 Compassionate grounds - such as the death or illness of a family member as defined in clause 2 definitions;
 - 19.2.2 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;
 - 19.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for work;
 - 19.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 19.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Employer considers the granting of family and community service leave to be appropriate in a particular case;
 - 19.2.6 An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees 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 role of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- 19.3 The maximum amount of FACSLS that an employee will be granted at ordinary rates is:
- 19.3.1 Two and a half days in the first 12 months of service; or
 - 19.3.2 Five days in any period of two years after the first 12 months of service; or
 - 19.3.3 One day for each completed year of service, less the total amount of any FACSLS already taken by the employee, whichever is the greater.
- 19.4 If available FACSLS is exhausted, on the death of a Family Member or relative, additional paid FACSLS of up to 2 days may be granted on a discrete, per occasion basis to an employee.

20. Long Service Leave

20.1 General

Long Service Leave for employees will accrue and be granted in accordance with the Extended Leave provisions of Schedule 1 and Schedule 2 of the Government Sector Employment Regulation 2014.

20.2 Long Service Leave (LSL) Entitlements

- 20.2.1 An employee who has completed 10 years of continuous service with the Employer is entitled to LSL of:
- 44 working days at full pay, or
 - 88 working days at half pay, or
 - 22 working days at double pay.
- 20.2.2 For each additional calendar year of service completed in excess of 10 years, employees accrue 11 working days LSL.

20.2.3 Entitlement to leave if employment terminated in special circumstances.

- a) An employee with at least 5 years' service but less than 7 years' service whose employment is terminated:
 - i) by the employee, for reasons of illness, incapacity or domestic or other pressing necessity, or
 - ii) by the Employer for reasons other than serious and intentional misconduct.
- b) The employee is entitled to:
 - i) for 5 years' service, one month's leave on full pay, and
 - ii) for further service in excess of 5 years, additional leave proportionate to the employee's length of service (up to but not including 7 years) calculated at the rate of 3 months leave for 15 years' service.

20.2.4 Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 1 of the Government Sector Employment Regulation 2014, are entitled to access the LSL accrual indicated in subclause 20.2.1 above on a pro rata basis of 4.4 working days per completed year of service.

20.2.5 Employees who are employed part time are entitled to LSL on the same basis as that applying to a full time employee but payment for the leave is calculated on a pro rata basis.

21. Parental Leave

- 21.1 Parental leave includes maternity, adoption and other parent leave.
- 21.2 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:
 - 21.2.1 For a period up to 9 weeks prior to the expected date of birth; and
 - 21.2.2 For a further period of up to 12 months after the actual date of birth.
 - 21.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 21.3 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:
 - 21.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 21.3.2 For such period, not exceeding 12 months on a full-time basis, as the Employer may determine, if the child has commenced school at the date of the taking of custody.
- 21.4 Special Adoption Leave - An employee shall be entitled to unpaid adoption leave for up to 2 days to attend interviews or examinations for the purposes of adoption. Adoption leave may be taken as a charge against annual leave, long service leave, flexitime or family and community service leave.
- 21.5 Other Parent Leave - 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:

- 21.5.1 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;
- 21.5.2 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 21.5.1 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.
- 21.6 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:
- 21.6.1 Applied for parental leave within the time and in the manner determined set out in subclause 21.10 of this clause; and
- 21.6.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 21.6.3 Payment for the parental (i.e. 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.
- 21.7 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time role who is on part time leave without pay when they start parental leave is paid:
- 21.7.1 At the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 21.7.2 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;
- 21.7.3 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.
- 21.7.4 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:
- 21.7.5 At the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 21.7.6 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
- 21.7.7 At a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 21.8 Except as provided in subclause 21.6 of this clause parental leave shall be granted without pay.

21.9 Right to request - An employee who has been granted parental leave in accordance with subclause 21.2, 21.3 or 21.5 of this clause may make a request to the Employer to:

21.9.1 Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

21.9.2 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.

21.9.3 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 employees, loss of efficiency and the impact on customer service.

21.10 Notification Requirements

21.10.1 When the Employer is made aware that an employee or their spouse is pregnant or is adopting a child, the Employer must inform the employee of their entitlements and their obligations under the Award.

21.10.2 An employee who wishes to take parental leave must notify the Employer 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 21.9 of this clause.

21.10.3 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.

21.10.4 Employee's request and the Employer's decision to be in writing

The employee's request under subclause 21.9 and the Employer's decision made under subclause 21.10 must be recorded in writing.

21.10.5 A 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 Employer 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 Employer agrees.

21.10.6 An employee on maternity leave is to notify her Employer of the date on which she gave birth as soon as she can conveniently do so.

21.10.7 An employee must notify the Employer as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.

- 21.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Employer and any number of times with the consent of the Employer. In each case she/he must give the Employer at least 14 days' notice of the change unless the Employer decides otherwise.
- 21.10.9 An employee has the right to her/his former role if she/he has taken approved leave or part time work in accordance with subclause 21.9 of this clause, and she/he resumes work immediately after the approved leave or work on a part time basis.
- 21.10.10 If the role occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other roles available that the employee is qualified for and is capable of performing, the employee shall be assigned to a role of the same grade and classification as the employee's former role.
- 21.10.11 An employee does not have a right to her/his former role during a period of return to work on a part time basis. If the Employer approves a return to work on a part time basis then the role occupied is to be at the same classification and grade as the former role.
- 21.10.12 An employee who has returned to full time work 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 Employer) must be given.
- 21.10.13 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or long service leave or sick leave without pay. An employee may apply for accrued annual leave, long service 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.
- 21.10.14 An employee may elect to take available annual leave or long service leave within the period of parental leave provided this does not extend the total period of such leave.
- 21.11 An employee may elect to take available annual leave at half pay in conjunction with parental leave provided that:
- 21.11.1 Accrued annual leave at the date leave commences is exhausted within the period of parental leave;
- 21.11.2 The total period of parental leave is not extended by the taking of annual leave at half pay;
- 21.11.3 When calculating other leave accruing during the period of annual leave at half pay, the annual 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.
- 21.12 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 Employer, 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.
- 21.13 If such adjustments cannot reasonably be made, the Employer must grant the employee 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 whichever is the earlier.

21.14 Communication during parental leave

- 21.14.1 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:
- a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the role 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 role the employee held before commencing parental leave.
- 21.14.2 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.
- 21.14.3 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 this subclause 21.14.

22. Military Leave

- 22.1 During the period of 12 months commencing on 1 July each year, the Employer 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.
- 22.2 Up to 24 working days military leave per financial year shall be granted by the Employer 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 22.1 of this clause.
- 22.3 The Employer may grant an employee paid 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.
- 22.4 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 22.2 of this clause may be granted Military Leave Top up Pay by the Employer.
- 22.5 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.
- 22.6 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, annual and long service leave entitlements, and the Employer will continue to make superannuation contributions at the normal rate.
- 22.7 At the expiration of military leave in accordance with subclause 22.2 or 22.3 of this clause, the employee shall furnish to the Employer a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

23. Purchased Leave

- 23.1 An employee may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 23.2 Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.

- 23.3 The leave must be taken within the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 23.4 The leave will count as service for all purposes.
- 23.5 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay:
 - 23.5.1 Purchased leave rate means the rate of pay the employee receives when their ordinary rate has been reduced to cover the cost of purchased leave.
 - 23.5.2 To calculate the purchased leave rate of pay, the employees ordinary rate of pay will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 23.6 Purchased leave is subject to the following provisions:
 - 23.6.1 The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the 12 month Purchased Leave Agreement period.
 - 23.6.2 All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual leave, long service leave or leave in lieu, will be paid at the purchased leave rate of pay.
 - 23.6.3 Sick leave cannot be taken during a time when purchased leave is being taken.
 - 23.6.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - 23.6.5 Overtime and salary related allowances not paid during periods of annual leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
 - 23.6.6 A higher duties payment will not be paid when purchased leave is being taken.
- 23.7 Specific conditions governing purchased leave may be amended from time to time by the Employer in consultation with the Union parties.

24. Leave Without Pay

- 24.1 The Employer may grant leave without pay to an employee if good and sufficient reason is shown.
- 24.2 Where an employee is granted LWOP, 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 annual leave.
- 24.3 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.
- 24.4 An employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.

25. Observance of Essential Religious and Cultural Obligations

- 25.1 Provided adequate notice as to the need for leave is given by an employee to the Employer and it is operationally convenient to release the employee from duty, the Employer must grant the leave applied for by the employee for the following:

25.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or

25.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,

25.2 Annual, Long Service Leave, flex leave or Leave Without Pay may be utilised to observe the obligations.

26. Other Forms of Paid Leave

26.1 Jury Service

26.1.1 An employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the employee.

26.1.2 An employee who attends court in answer to a jury summons shall, upon return to work after discharge from jury service, provide to the Employer any certificate of attendance issued by the Sheriff or by the Registrar of the Court giving particulars of attendance(s) by the employee and the details of any payment made to the employee in respect of any such period.

26.1.3 In respect of any period during which an employee was required to be at work the employee shall receive:

- a) Paid leave on ordinary pay where the employee has provided to the Employer a certificate of attendance and pays the attendance fees to the Employer. The employee may retain out of pocket expenses; or
- b) In any other case, at the election of the employee either annual leave on full pay; or leave without pay, if the employee retains the attendance fees.

26.2 Witness at Court - Official Capacity

When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being at work. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity shall be paid by the Employer.

26.3 Witness at Court - Crown Witness

26.3.1 An employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted paid leave for the time they attend Court, provided the employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.

26.3.2 An employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for paid leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.

26.4 NAIDOC Day

An employee who identifies as an Indigenous Australian shall be granted up to one day paid leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the employee provides reasonable notice to the Employer.

26.5 Domestic Violence

When the leave entitlements referred to in clause 27, Leave for Matters Arising from Domestic Violence have been exhausted, the Employer 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. Documentation proving the occurrence of domestic violence is required and may be issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

26.6 Sport

Family and Community Services Leave may be granted for attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.

26.7 Emergency Services

26.7.1 Employees who volunteer may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify the Employer of the request for State Emergency leave as soon as possible supported by evidence in writing of their attendance as a volunteer at the emergency.

26.7.2 Where an employee is required to attend a course approved by the Rural Fire Service, the employee will be granted up to 10 days paid leave per year, subject to operational convenience. Proof of course attendance and completion is required.

26.7.3 Where an employee is required to attend a course required by the State Emergency Services (SES), the employee will be granted paid leave for the duration of the course, provided the SES advises the Employer that the employee is required to attend. Proof of course attendance and completion is required.

26.7.4 Employees may be granted an additional 1 day of paid leave for rest when they attend a declared emergency for several days as an SES or RFS volunteer.

27. Leave for Matters Arising from Domestic Violence

27.1 Leave entitlements provided for in clauses 17 (Sick Leave) and 18 (Carer's Leave) and 19 (Family and Community Service Leave), may be used by employees experiencing Domestic Violence.

27.2 Where the leave entitlements referred to in subclause 27.1 above are exhausted, the Employer shall grant paid leave in accordance with subclause 26.5 of this Award.

27.3 The Employer 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.

27.4 Personal information concerning domestic violence will be kept confidential by the Employer.

27.5 The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

28. Lactation Breaks

28.1 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.

28.2 An ongoing full time employee or ongoing 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.

- 28.3 An ongoing 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.
- 28.4 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.
- 28.5 The Employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 28.6 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.
- 28.7 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.
- 28.8 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 sick leave in accordance with clause 17, Sick Leave of this Award, or access to a flexible working hours scheme provided for in clause 13, Flexible Working Hours of this Award, where applicable.

29. Public Holidays

- 29.1 Unless directed to attend for duty by the Employer, an employee is entitled to be absent from duty without loss of pay on any day which is:
- 29.1.1 A public holiday throughout the State; or
- 29.1.2 A local holiday in that part of the State at or from which the employee performs duty; or
- 29.1.3 A day between Boxing Day and New Year's Day determined by the Employer as a public holiday.
- 29.2 An employee required by the Employer 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.
- 29.3 If a local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

30. Transferred Employees Relocation Costs

- 30.1 The Employer will offer a relocation package to employees whose roles are relocated to another work location by the Employer and where it requires the employee to relocate their principal place of residence from one town or part of the state to another.
- 30.2 A relocation package will be in accord with the Crown Employees (Transferred Employees Compensation) Award 2009 or an Award replacing that Award.

31. Overtime

- 31.1 General

An employee may be directed by the Employer 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:

31.1.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;

31.1.2 Any risk to the employee's health and safety;

31.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the LLS and the effect on client services;

31.1.4 The notice (if any) given by the Employer regarding the working of the overtime, and by the employee of their intention to refuse overtime; or

31.1.5 Any other relevant matter.

31.2 Payment for overtime shall be made only where the employee works directed overtime.

31.3 Subject to clause 13 Flexible Working Hours, overtime shall be deemed as the hours directed to be worked before 7.30am, or after 6.00pm, provided that, on the day when overtime is required to be performed, the employee shall not be required by the Employer to work more than 7.6 hours after finishing overtime or before commencing overtime.

31.4 If an employee is compensated for overtime through any other arrangement, the employee is not entitled to the provisions in this clause.

31.5 The minimum payment in terms of subclause 31.7 (Overtime Rates) applies, overtime shall not be less than a quarter of an hour.

31.6 Overtime is not payable for time spent travelling.

31.7 Overtime Rates

31.7.1 The provisions of this clause shall not apply to shift workers. Overtime provisions for shift workers are set out in clause 50 of this Award.

31.7.2 Rates - Overtime shall be paid at the following rates:

- a) Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and double time thereafter for all directed overtime worked outside the employee's ordinary hours of work, if working standard hours, or in accordance with a Flexible Working Hours Agreement as provided for in clause 13 of this Award.
- b) Saturday - All overtime worked on a Saturday at the rate of time and one half for the first two hours and double time thereafter.
- c) Sundays - All overtime worked on a Sunday at the rate of double time.
- d) Public Holidays - All time worked on a public holiday at the rate of double time and one half.
- e) An employee whose salary, or salary and allowance in the nature of salary, exceeds the rate for LLS Level 6.5, as varied from time to time, shall be paid for working directed overtime at the rate for LLS Level 6.5, plus \$1.00, unless the Employer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.

- 31.8 If an employee is absent from work 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 employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.
- 31.9 An employee who works overtime on a Monday to Friday inclusive, shall be paid a minimum payment of one quarter of one hour at the appropriate rate.
- 31.10 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.
- 31.11 Rest Periods:
- 31.11.1 An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- 31.11.2 Where an employee, at the direction of the Employer, resumes or continues working without having had eight (8) consecutive hours off work, then the employee shall be paid at the appropriate overtime rate until released from work for eight hours. The employee will then be entitled to eight (8) consecutive hours off work and shall be paid for the ordinary working time occurring during the absence.

32. Recall to Work

- 32.1 An employee recalled to work overtime after leaving the Employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 32.2 The employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 32.3 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 overlaps into the next call-out period, payment shall be calculated from the commencement of the first recall until either the end of the employees attendance at work or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- 32.4 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.
- 32.5 A recall to work commences when the employee starts work and terminates when the work is completed. A recall to work does not include time spent travelling to and from the place at which work is to be undertaken.
- 32.6 An employee recalled to work within three (3) hours of the commencement of usual hours of work shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 32.7 This clause shall not apply in cases where it is customary for an employee to return to the Employer's premises to perform a specific job outside the employee's ordinary hours of work, or where overtime is continuous with the completion or commencement of ordinary hours of work. 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.

33. On-Call Allowance

- 33.1 When required to be on call, an employee shall be:
 - 33.1.1 Paid an allowance as set out in Item 1 of Table 1 of Schedule B;
 - 33.1.2 Available outside of ordinary working hours;
 - 33.1.3 Able to be contacted immediately;
 - 33.1.4 Respond to an emergency/breakdown situation in a reasonable time agreed with the Employer;
and
 - 33.1.5 In a fit state, free of the effects of alcohol or drugs.
- 33.2 If an employee who is on call and is called out by the Employer, the overtime provisions as set out in subclause 31.7 Overtime Rates or overtime worked by shift workers as set out in clause 50, whichever is appropriate shall apply to time worked;
- 33.3 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.

34. Overtime Meal Breaks

- 34.1 Employees not working flexible hours - An employee required to work overtime on weekdays for an hour and a half or more after the employee's ordinary hours of work on weekdays, shall be allowed 30 minutes for a meal break and thereafter, 30 minutes for a meal break after every five hours of overtime worked.
- 34.2 Employees working flexible hours - An employee required to work overtime on weekdays beyond 6.00 pm and until or beyond eight and a half hours after commencing work plus the time taken for lunch, shall be allowed 30 minutes for a meal break and thereafter, 30 minutes for a meal break after every five hours of overtime worked.
- 34.3 Employees generally - An employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal break 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.

35. Overtime Meal Allowances

Employees required to work overtime for an hour and a half or more immediately after their finishing time, without being given 24 hours' notice beforehand of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at Item 10 of Table 2 of Schedule B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.

36. Leave in Lieu (Lil) Or Payment for Overtime

- 36.1 The Employer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the employee so elects, by the grant of leave in lieu at the overtime rate in accordance with subclause 31.7 of this Award.
- 36.2 This leave shall be taken within three months of the overtime worked subject to organisational convenience except where it is being used to look after a sick family member. The leave shall be taken in multiples of a quarter of a day. If leave in lieu is not taken within three months the overtime will be paid and the leave in lieu cancelled.

37. Travelling Expenses

- 37.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by the Employer.
- 37.2 The Employer shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 37.3 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 37.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 37.5 The Employer will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees shall obtain prior approval when making their own arrangements for overnight accommodation.
- 37.6 Subject to subclause 37.14 of this clause, an employee who is required by the Employer to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform the work.
- 37.7 If meals are provided by the Employer at the temporary work location, the employee shall not be entitled to claim the meal allowance.
- 37.8 For the first 35 days, the payment shall be:
- 37.8.1 Where the Employer elects to pay the accommodation provider the employee shall receive:
- a) The appropriate meal allowance in accordance with the prevailing ATO ruling, and
 - b) Incidentals as set out in the prevailing ATO ruling, and
 - c) Actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 37.8.2 Where the Employer elects not to pay the accommodation provider the employee shall elect to receive either:
- a) The appropriate rate of allowance specified in the prevailing ATO ruling, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - b) In lieu of subparagraph a) of this subclause, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in the prevailing ATO ruling.
- 37.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Employer that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 37.10 Where an employee is unable to so satisfy the Employer, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.

- 37.11 After the first 35 days - If an employee is required by the Employer to work in the same temporary work location for more than 35 days, such employee shall be paid the appropriate rate of allowance of 50% of the appropriate location rate as set out in the prevailing ATO ruling.
- 37.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 37.11 of this clause, the Employer could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.
- 37.13 The return of an employee to their home at weekends or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- 37.14 This clause does not apply to employees who are on an employee-initiated transfer or secondment in accordance with section 64 of the Act.

38. Excess Travelling Time

- 38.1 Excess Travelling Time - An employee directed by the Employer to travel on official business outside a flexitime bandwidth if working under a Flexible Working Hours Agreement or usual hours of work, for employees working standard hours, to perform work at a location other than normal headquarters or place of work, at the Employer's discretion, will be compensated for such time either by:
- 38.1.1 Payment calculated in accordance with the provisions contained in this clause or
- 38.1.2 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 Employer.
- 38.2 Compensation shall be subject to the following conditions:
- 38.2.1 On a non-working day - subject to the provisions of subclauses 38.3.4, 38.3.5 and 38.3.6 of this clause, all time spent travelling on official business;
- 38.2.2 On a working day - subject to the provisions of subclause 38.3 of this clause, all time spent travelling on official business outside a flexitime bandwidth if working under a Flexible working Hours Agreement or usual hours of work, for employees working standard hours.
- Provided the period for which compensation is being sought is more than a half an hour on any one day.
- 38.3 Compensation for excess travelling time shall exclude the following:
- 38.3.1 Time normally taken for the periodic journey from home to headquarters and return;
- 38.3.2 Any periods of excess travel of less than 30 minutes on any one day;
- 38.3.3 Travel to new headquarters on permanent transfer, if paid leave has been granted for the day or days on which travel is to be undertaken;
- 38.3.4 Time from 10.00 p.m. on one day to 6.00 a.m. on the following day if sleeping facilities have been provided;
- 38.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- 38.3.6 Working on board ship where meals and accommodation are provided;
- 38.3.7 Time within the flex time bandwidth if working under a Flexible Working Hours Agreement as provided for in clause 13 of this Award;

38.3.8 Travel overseas.

- 38.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the employee's ordinary rate of pay on an hourly basis.
- 38.5 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.
- 38.6 Employees whose salary is in excess of the rate for LLS Level 5.4 shall be paid travelling time or waiting time calculated at the rate for LLS Level 5.4, plus \$1.00 as adjusted from time to time.
- 38.7 Time off in lieu or payment for excess travelling time or waiting time will not be approved for more than eight hours in any period of 24 consecutive hours.

39. Business Usage of Private Motor Vehicle

- 39.1 The Employer may authorise an employee to use a private motor vehicle for work where:
- 39.1.1 Such use will result in greater efficiency or involve the LLS in less expense than if travel were undertaken by other means; or
- 39.1.2 Where the employee is unable to use other means of transport due to a disability.
- 39.2 An employee who, with the approval of the Employer, 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. A deduction from the allowance payable is to be made for travel as described in subclause 39.4 of this clause.
- 39.3 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.
- 39.3.1 The casual rate is payable if an employee elects, with the approval of the Employer, 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.
- 39.3.2 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.
- 39.4 Deduction from allowance
- 39.4.1 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 headquarters 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.
- 39.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per subclause 39.4.3.
- 39.4.3 Designated headquarters
- a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.

- b) An employee's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

39.4.4 On days when an employee uses a private vehicle for official business and travels to and from home, whether or not the employee during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the employee's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

39.4.5 Where a headquarters has been designated per subclause 39.4.3 and the employee is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

39.4.6 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 headquarters 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 claim 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 subparagraphs a), b) and c) of this subclause.
- e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Employer is satisfied that:
 - i) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - ii) the periodical ticket was in fact purchased; and
 - iii) in regard to train travellers, no allowance is to be paid in respect of distance between the employee's home and the railway station or other intermediate transport stopping place.

39.5 The employee must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be affected 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 Employer.

39.6 Expenses such as tolls etc. shall be refunded to employees where the charge was incurred during approved work related travel.

39.7 Where an employee tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the employee shall be entitled to an additional allowance as prescribed in Item 7 of Table 2 of Schedule B.

40. Damage to Private Motor Vehicle Used for Work

40.1 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 Employer provided:

40.1.1 The damage is not due to gross negligence by the employee; and

- 40.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- 40.2 Provided the damage is not the fault of the employee, the Employer shall reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
- 40.2.1 The damage was sustained on approved work activities; and
- 40.2.2 The costs cannot be met under the insurance policy due to excess clauses.

41. Remote Locations Living Allowance

- 41.1 An employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- 41.1.1 Indefinitely stationed and living in a remote area as defined in subclause 41.2 of this clause; or
- 41.1.2 Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 41.2 of this clause.
- 41.2 Grade of appropriate allowance payable under this clause shall be determined as follows:
- 41.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 3 of Table 2 of Schedule B in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in subclauses 41.2.2 and 41.2.3 of this clause;
- 41.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 3 of table 2 of Schedule B; in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
- 41.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 3 of table 2 of Schedule B in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.
- 41.3 The dependant rate for each grade is payable where:
- 41.3.1 The employee has a dependant as defined in subclause 41.4; and
- 41.3.2 The employee's dependant(s) resides within the area that attracts the remote area allowance; and
- 41.3.3 The employee's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- 41.4 For the purposes of this clause dependant is defined as
- 41.4.1 The spouse of the employee (including a de facto spouse);
- 41.4.2 Each child of the employee aged eighteen years or under;
- 41.4.3 Each child of the employee aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and

- 41.4.4 Any other person who is part of the employee's household and who is, in the opinion of the Employer, substantially financially dependent on the employee.
- 41.5 Fixed term employees, such as relief staff, who are employed for short periods are not eligible to receive a remote areas allowance.
- 41.6 An employee who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave
- 41.7 An employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:
- 41.7.1 The employee continues in employment; and
- 41.7.2 The dependants continue to reside in the area specified; and
- 41.7.3 Military pay does not exceed the employee's salary plus the remote areas allowance.

If the military salary exceeds the employee's salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

42. Other Allowances

42.1 Camping Allowance

Where the employee is directed to camp, conditions and allowances shall be as follows:

42.1.1 Amenities

- a) A permanent solid floor structure, externally clad and internally lined.
- b) A bed and mattress and pillow.
- c) A lockable door and windows that are fly screened.
- d) Table and chairs.
- e) Artificial lighting.
- f) Heating if required.
- g) Shower facilities with hot and cold water.
- h) Toilet facilities that are fly proof.
- i) Kitchen equipped with stove, cooking equipment as required, utensils, storage, sink with water, refrigerator, cleaning equipment and materials for cleaning.
- j) Adequate supplies of fresh drinking water.

42.1.2 In the event of there being no permanent structure, the Employer shall provide a caravan with amenities equivalent to those required above.

42.1.3 Where the Employer is unable to provide such equipment specified above, with Employer approval the employee shall be:

- a) Reimbursed for the cost of hiring such equipment upon production of receipts; or

- b) Be paid the daily allowance for providing their own equipment as provided for in Item 6 of Table 2 of Schedule B.

42.1.4 An employee may provide their own bedding or sleeping bag and be paid the bedding allowance as set out in Item 2 of Table 2 of Schedule B. Otherwise the Employer shall provide necessary sheets, blankets or sleeping bag.

42.1.5 Camping allowance and amounts per day are as set out in Item 1 of table 2 of Schedule B.

42.2 Home Office Allowance

Where the Employer, by a formal written request, requires an employee to use a space at their home as an office, and requires the employee to spend the majority of their office time in that office, the following conditions will apply:

42.2.1 A formal agreement shall be signed by the Employer and the employee before such official use of the space.

42.2.2 The Employer will be responsible for providing a desk, chair, cabinet, telephone, computer and other necessary equipment as determined by the Employer.

42.2.3 The furniture and equipment provided by the Employer shall remain the property of the Employer.

42.2.4 An Allowance per year of an amount set out in Items 4 of table 2 of Schedule B, payable to the employee on a fortnightly basis in arrears, shall be paid by the Employer on commencement of the use of the room after the agreement has been signed.

42.2.5 The amount of the Allowance will increase in accordance with the amount specified in the annual CPI published by the Australian Bureau of Statistics as at June quarter.

42.2.6 If the agreement is cancelled in writing by either party, no further payments shall be paid by the Employer and no amounts shall be refunded by the employee.

42.3 Flying Allowance

Where an employee is required by the Employer to work from an in-flight situation the employee shall be paid an allowance as set out in Item 2 of Table 1 of Schedule B. The flying allowance payable under this subclause shall be in addition to any other entitlement for the time actually spent working in the aircraft.

42.4 Horse Allowance

If the Employer requests an employee to use his or her own horse for their official duties and the employee agrees, the employee is entitled to be paid an amount as set out in Item 5 of table 2 of Schedule B for each week or part thereof that the horse is used.

42.5 Dog Allowance

If the Employer requests an employee to use his or her own dog or dogs for their official duties, and the employee agrees, the employee is entitled to be paid an amount as set out in Item 6 of table 2 of Schedule B, for each week or part thereof that the dog is used.

43. Above Level Assignments Allowance

- 43.1 Employees who are authorised by the Employer to perform all the duties of an above level assignment for five or more consecutive days, shall not be paid less than the minimum salary of the higher role. .

- 43.2 Where in any one period of an above level assignment of five consecutive days or more the employee does not perform the whole of the duties of the higher role, the employee will be paid a percentage as determined by the Employer of the minimum salary of the higher role..

44. Salary Packaging

- 44.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed in clause 7 or in Table 1 of Schedule A of this Award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.
- 44.2 An employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- 44.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged.
- 44.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and the Employer will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 44.5 Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
- 44.5.1 Any fringe benefits tax liability arising from a salary packaging arrangement; and
 - 44.5.2 Any administrative fees.
- 44.6 Where the employee makes an election to salary package the following payments made by the Employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 44.6.1 Superannuation Guarantee Contributions;
 - 44.6.2 Any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
 - 44.6.3 Payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

SECTION 3 - OTHER MATTERS

45. Consultation Arrangements

- 45.1 The Employer is committed to establishing effective consultation on matters of mutual interest and concern, both formal and informal between the parties to this Award.
- 45.2 A Joint Consultative Committee (JCC) will be established to facilitate communication and discussion between the parties to help establish cooperation and trust. The JCC will provide a forum for the parties to work together when consultation takes place about workplace change, employment related policies and the review and implementation of this Award.

46. Trade Union Leave and Activities

46.1 LLS will grant special leave with pay to:

46.1.1 Union delegates for undertaking the following activities:

- a) annual or biennial conferences of the delegate's Union;
- b) meetings of the union executive, committee of management or councils;
- c) annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- d) attending meetings called by Unions NSW involving the delegate's Union which requires the attendance of a delegate;
- e) giving evidence before an industrial tribunal as a witness for the delegate's Union.

46.1.2 Union members up to a maximum of 12 days in any two year period for undertaking courses organised and conducted for or by the employee's Union or a training provider nominated by the employee's Union;

46.1.3 this leave is granted subject to:

- a) LLS's operational requirements;
- b) the employee's absence being able to be covered by existing employees;
- c) pay being paid at the ordinary hours rate, that is the base rate of pay excluding extraneous payments such as shift allowances, penalty rates, overtime, overtime in lieu, or other costs;
- d) all travel and associated expenses being met by the employee or the employee's Union;
- e) the employee's Union or a nominated training provider confirming the employee's attendance in writing;
- f) the Union advising LLS in writing, in advance and as soon as the date, time and expected duration of meetings, training or activities are known;

46.1.4 LLS will allow the employee reasonable travel time to and from such meetings, conferences and training where special leave applies;

46.1.5 LLS will re-credit any flex leave or other leave applied for on the day to which special leave applies;

46.2 Subject to operational requirements, Union delegates will be released from the performance of their normal duties and will be regarded as being on duty when required to undertake any of the following activities in their role as delegate:

46.2.1 attendance at JCC meetings;

46.2.2 attendance at meetings with management requiring an employee to attend in the capacity of Union delegate;

46.2.3 attendance at disciplinary or grievance meetings where an employee requires the presence of a Union delegate;

46.2.4 giving evidence in court or a similar tribunal on behalf of LLS;

- 46.2.5 presenting information about the Union to new employees inducted at LLS;
 - 46.2.6 distributing official information from the delegate's Union at the workplace provided a minimum of 24 hours' notice is given to LLS management, unless otherwise agreed between LLS and the Union delegate. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.
- 46.3 Where Union delegates are carrying out Union delegate functions as described in subclause 46.2 above, LLS will:
- 46.3.1 allow the Union delegate reasonable preparation time before attending meetings with management;
 - 46.3.2 allow for reasonable travel time to and from meetings;
 - 46.3.3 meet the approved travel and accommodation costs incurred from meetings called by LLS management;
 - 46.3.4 re-credit any flex leave or other leave applied for on the days which on duty Union delegate responsibilities are required;
 - 46.3.5 provide delegates with reasonable access to the following facilities for authorised Union activities:
 - a) telephone, facsimile, e-mail if available;
 - b) access to staff noticeboards for material authorised by the delegate's Union;
 - c) workplace conference or meeting facilities, where available, for meetings with members as agreed with LLS and the delegate's Union.
- 46.4 LLS and the Union may enter into an on-loan arrangement allowing a Union member to be seconded to the Union. This on-loan arrangement is granted subject to:
- 46.4.1 the employee not working on LLS related matters, unless otherwise agreed in advance with LLS;
 - 46.4.2 the Union reimbursing LLS all employee-related costs including salary and on costs such as superannuation, etc although LLS will continue to be responsible for paying the employee while they are on loan;
 - 46.4.3 written agreement being reached with LLS prior to the commencement of the on-loan arrangement including the details of the on-loan arrangement, duration and the cost reimbursement schedule;
 - 46.4.4 the on-loan arrangement being kept to a minimum time;
 - 46.4.5 any application to extend the on-loan arrangement being made in writing to LLS and agreement reached about the arrangement well in advance of the expiry date of the current arrangement;
 - 46.4.6 on-loan arrangements being considered as service with LLS for the purpose of accrual of leave. The Union will advise LLS of any leave taken by the employee while they are on loan;
 - 46.4.7 LLS granting the on-loan arrangement at its discretion to an employee on a full time or a part time basis subject to LLS's operational requirements.

47. Work Environment

- 47.1 Work Health and Safety - The parties to this Award are committed to achieving and maintaining an accident-free and healthy workplace in LSS by:

- 47.1.1 The development of policies and guidelines for the LLS on Work Health, Safety and Rehabilitation;
 - 47.1.2 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 LLS and or/work premises; 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 LSS to achieve these objectives;
 - 47.1.3 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;
 - 47.1.4 Developing strategies to assist the rehabilitation of injured employees;
 - 47.1.5 Involving the Agency Head in the provisions of subclause 47.1.1 to 47.1.4 of this clause.
- 47.2 Equality in employment - The Employer is committed to the achievement of equality in employment and the Award has been drafted to reflect this commitment.
- 47.3 Harassment free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the Anti-Discrimination Act 1977. The Employer and employees are required to refrain from, or being party to, any form of harassment in the workplace.

48. Anti-Discrimination

- 48.1 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.
- 48.2 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.
- 48.3 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.
- 48.4 Nothing in this clause is to be taken to affect:
- 48.4.1 Any conduct or act which is specifically exempted from *anti-discrimination* legislation;
 - 48.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
 - 48.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
 - 48.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 48.5 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.
- 48.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

48.5.2 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."

SECTION 4 - CONDITIONS COVERING SHIFTWORKERS

49. Shift Work

49.1 Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings for the period of the shift worked:

Day - at or after 6am and before 10am	Nil
Afternoon - at or after 10am and before 1pm	10.0%
Afternoon - at or after 1pm and before 4pm	12.5%
Night - at or after 4pm and before 4am	15.0%
Night - at or after 4am and before 6am	10.0%

49.2 The loadings specified in subclause 49.1 of this clause shall only apply to shifts worked from Monday to Friday.

49.3 Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.

49.4 Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.

49.5 Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.

49.6 Public Holidays - the following shall apply:

49.6.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;

49.6.2 A shift worker rostered off work on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day.

49.7 Shift Workers Additional leave shall be granted on the following basis:

The number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

49.8 The additional leave provided for subclause 49.7 shall be granted after 1 December each year for the preceding 12 months.

49.9 Where the shift worker retires or resigns, or the employment of a shift worker is terminated by the Employer, any payment that has accrued from the preceding 1 December until the last day of service shall be paid to the shift worker.

Payment shall be made at the rate applicable as at 1 December each year or at the salary rate applicable at the date of retirement, resignation or termination.

49.10 Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Agency Head.

49.11 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours' notice of the proposed change.

49.12 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.

49.13 If a shift worker continues to work or resumes work without having had eight (8) consecutive hours off work, the shift worker shall be paid overtime in accordance with clause 50, Overtime Worked by Shift Workers of this Award, until released from work for eight (8) consecutive hours. The shift worker will then be entitled to be off work for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.

49.14 Time spent off work may be calculated by determining the amount of time elapsed after:

49.14.1 The completion of an ordinary rostered shift; or

49.14.2 The completion of authorised overtime; or

49.14.3 The completion of additional travelling time, if travelling in work time, but shall not include time spent travelling to and from the workplace.

49.15 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

50. Overtime Worked By Shift Workers

50.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not in addition to the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.

50.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

50.1.2 Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

50.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.

50.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.

50.1.5 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Grade 6.5 (Pay point 26), as varied from time to time, shall be paid for working directed overtime at the maximum rate for Grade 6.5 (Pay point 26) plus \$1.00, unless

the Employer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.

- 50.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off work.
- 50.3 The rest period off work shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

SECTION 5 - TRAINING AND PROFESSIONAL DEVELOPMENT

51. Employee Development and Training Activities

- 51.1 For the purpose of this clause, the following shall be regarded as employee development and training activities:
 - 51.1.1 All employee development courses conducted by a NSW Public Sector organisation;
 - 51.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
 - 51.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 51.2 For the purposes of this clause, the following shall not be regarded as employee development and training activities:-
 - 51.2.1 Activities for which study assistance is appropriate;
 - 51.2.2 Activities to which other provisions of this Award apply (e.g. courses conducted by the Union); and
 - 51.2.3 Activities which are of no specific relevance to the LLS.
- 51.3 Attendance of an employee at activities considered by the Employer to be:
 - 51.3.1 Essential for the efficient operation of the LLS; or
 - 51.3.2 Developmental and of benefit to the LLS;

shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.
- 51.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the LLS:
 - 51.4.1 Recognition that the employees are performing normal duties during the course;
 - 51.4.2 Adjustment for the hours so worked under flexible working hours;
 - 51.4.3 Payment of course fees:
 - 51.4.4 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

- 51.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Employer is satisfied that the approval to attend constitutes a direction to work overtime under clause 31, Overtime of this Award.
- 51.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the LLS:
- 51.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
- 51.5.2 Payment of course fees;
- 51.5.3 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
- 51.5.4 Such other conditions as may be considered appropriate by the Employer given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 51.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the LLS, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Employer is able to release the employee, such leave shall be granted as a charge against available flex leave, annual/long service leave or as leave without pay.
- 51.7 Above Level Assignment Allowance - Payment of an above level assignment allowance is to continue where the employee is in receipt of such allowance and attends a training or developmental activity whilst on duty in accordance with this clause.

52. Study Assistance

- 52.1 The Employer shall have the power to grant or refuse study time.
- 52.2 Where the Employer approves the grant of study time, the grant shall be subject to:
- 52.2.1 The course being a course relevant to the LLS;
- 52.2.2 The time being taken at the convenience of the LLS; and
- 52.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 52.3 Study time may be granted to Ongoing and Fixed Term Full Time employees and Ongoing and Fixed Term Part Time employees. Part Time employees however shall be entitled to a pro-rata allocation of study time to that of a Full Time employee.
- 52.4 Study time may be used for:
- 52.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
- 52.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
- 52.4.3 Private study; and/or
- 52.4.4 Accumulation, subject to the conditions specified in subclauses 52.6 to 52.10 of this clause.

- 52.5 Employees requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- 52.5.1 Face-to-Face - Employee may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 52.5.2 Correspondence - Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 52.5.3 Accumulation - Employees may choose to accumulate part or all of their study time as provided in subclauses 52.6 to 52.10 of this clause.
- 52.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the LLS.
- 52.7 Employees on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the employee and the Employer.
- 52.8 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 52.9 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 52.10 Where an employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 52.11 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 52.12 Correspondence Courses - Study time for employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 52.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 52.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 52.15 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 52.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 52.17 The period granted as examination leave shall include:
- 52.17.1 Time actually involved in the examination;
- 52.17.2 Necessary travelling time, in addition to examination leave, but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is

conducted within the normal class timetable during the term/semester and study time has been granted to the employee.

- 52.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 52.19 Study Leave - Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 52.20 All employees are eligible to apply and no prior service requirements are necessary.
- 52.21 Study leave shall be granted without pay, except where the Employer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Employer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 52.22 Where financial assistance is approved by the Employer for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.
- 52.23 Scholarships for Part Time Study - In addition to the study time/study leave provisions under this clause, the Employer may choose to identify courses or educational programmes of particular relevance or value and establish a LLS scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

Table 1 - Salary Pay Points

PayPoint	\$ Effective from first full pay after 1 July 2017 2.50%	Grade
1	45,936	1.1
2	46,730	1.2
3	48,274	1.3
4	51,389	1.4
5	54,502	2.1
6	56,957	2.2
7	59,090	2.3
8	61,658	3.1
9	63,469	3.2
10	65,240	3.3
11	67,031	3.4
12	68,929	4.1
13	71,008	4.2
14	73,224	4.3
15	75,476	4.4
16	79,502	5.1
17	81,369	5.2
18	82,577	5.3
19	83,935	5.4
20	87,225	5.5
21	89,781	5.6
22	92,470	6.1
23	95,235	6.2
24	97,758	6.3
25	99,204	6.4

26	102,359	6.5
27	105,409	7.1
28	108,373	7.2
29	112,797	7.3
30	116,157	7.4
31	118,419	7.5
32	121,917	8.1
33	127,085	8.2
34	129,912	8.3
35	135,045	8.4
36	140,996	8.5

Table 2 - Administration and Clerical (A&C) Stream

Classification	Grade	Pay Point
A&C 1 Level 1	1.1	1
A&C 1 Level 2	1.2	2
A&C 1 Level 3	1.3	3
A&C 1 Level 4	1.4	4
Hard Barrier - Comparative Assessment Required		
A&C 2 Level 1	2.1	5
A&C 2 Level 2	2.2	6
A&C 2 Level 3	2.3	7
Hard Barrier - Comparative Assessment Required		
A&C 3 Level 1	3.1	8
A&C 3 Level 2	3.2	9
A&C 3 Level 3	3.3	10
A&C 3 Level 4	3.4	11
Hard Barrier - Comparative Assessment Required		
A&C 4 Level 1	4.1	12
A&C 4 Level 2	4.2	13
A&C 4 Level 3	4.3	14
A&C 4 Level 4	4.4	15
Hard Barrier - Comparative Assessment Required		
A&C 5 Level 1	5.2	17
A&C 5 Level 2	5.4	19
A&C 5 Level 3	5.5	20
A&C 5 Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
A&C 6 Level 1	6.1	22
A&C 6 Level 2	6.2	23
A&C 6 Level 3	6.4	25
A&C 6 Level 4	6.5	26
Hard Barrier - Comparative Assessment Required		
A&C 7 Level 1	7.1	27
A&C 7 Level 2	7.2	28
A&C 7 Level 3	7.3	29
A&C 7 Level 4	7.4	30
Hard Barrier - Comparative Assessment Required		
A&C 8 Level 1	8.1	32
A&C 8 Level 2	8.2	33
A&C 8 Level 3	8.4	35
A&C 8 Level 4	8.5	36

Table 3 - Advisory and Technical (A&T) Stream

Classification	Grade	Pay Point
A&T 1 Level 1	5.2	17
A&T 1 Level 2	5.4	19
A&T 1 Level 3	5.5	20
A&T 1 Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
A&T 2 Level 1	6.1	22
A&T 2 Level 2	6.2	23
A&T 2 Level 3	6.4	25
A&T 2 Level 4	6.5	26
Hard Barrier - Comparative Assessment Required		
A&T 3 Level 1	7.1	27
A&T 3 Level 2	7.2	28
A&T 3 Level 3	7.3	29
A&T 3 Level 4	7.4	30
Hard Barrier - Comparative Assessment Required		
A&T 4 Level 1	8.1	32
A&T 4 Level 2	8.2	33
A&T 4 Level 3	8.4	35
A&T 4 Level 4	8.5	36

Table 4 - Field Operations (FO) Stream

Classification	Grade	Pay Point
FO1 Level 1	1.3	3
FO1 Level 2	1.4	4
Hard Barrier - Comparative Assessment Required		
FO2 Level 1	2.1	5
FO2 Level 2	2.2	6
FO2 Level 3	2.3	7
Hard Barrier - Comparative Assessment Required		
FO3 Level 1	3.1	8
FO3 Level 2	3.2	9
FO3 Level 3	3.3	10
FO3 Level 4	3.4	11
Hard Barrier - Comparative Assessment Required		
FO4 Level 1	4.1	12
FO4 Level 2	4.2	13
FO4 Level 3	4.3	14
FO4 Level 4	4.4	15

Table 5 - District Veterinarian Stream

Classification	Grade	Pay Point
Level 1	4.4	15
Level 2.1	5.1	16
Level 2.2	5.3	18
Level 2.3	5.6	21
Level 3.1	6.2	23
Level 3.2	6.3	24
Level 3.3	7.2	28
Level 4.1	7.3	29
Level 4.2	7.4	30
Level 4.3	7.5	31

Hard Barrier - Comparative Assessment Required		
Team Leader Animal Biosecurity and Welfare Level 1	8.1	32
Team Leader Animal Biosecurity and Welfare Level 2	8.2	33

SCHEDULE B

ALLOWANCES AND EXPENSES

Table 1 - Work Related Allowances

Item No	Clause No	Allowance	\$ Effective from first full pay after 1 July 2017 2.5%
1	33.1	On-call allowance	\$0.96 per hour
2	42.3	Flying allowance	\$20.70 per hour

Table 2 - Meal, Travel and Other Expense Related Allowances

Item No	Clause No	Description	Rates Effective from 1 July 2016
1	42.1.5	Camping allowance	Per night
		Established camp	\$31.60
		Non established camp	\$41.75
		Additional allowance for employees who camp in excess of 40 nights per year	\$9.95
2	42.1.4 & 42.1.5	Camping equipment allowance	Per night
		Camping equipment allowance	\$31.30
		Bedding and sleeping bag	\$5.30
3	41	Remote areas allowance	Per annum
		With dependants	
		41.2.1 - Grade A	\$2000 pa
		41.2.2 - Grade B	\$2652 pa
		41.2.3 - Grade C	\$3542 pa
		Without dependants	
		41.2.1 - Grade A	\$1396 pa
41.2.2 - Grade B	\$1859 pa		
41.2.3 - Grade C	\$2482 pa		
4	42.2.4	Home Office Allowance	\$910 pa
5	42.4	Horse Allowance	\$10.80 per week
6	42.5	Dog Allowance	\$5.60 per week

Adjustments:

In adjusting work related and expense related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

The Expense Related Allowances listed in Items 1, 2, 3, 4, 5 and 6 of Table 2 of Schedule B will be varied in accordance with the same variations and operative dates that apply to similar allowances set out in the Crown Employees (Public Sector -Conditions of Employment) Reviewed Award 2009 or any replacement Award. These variations are based on changes with the Sydney Consumer Price Index (CPI) for the preceding year to the March of the current year.

SCHEDULE C - TRANSITIONAL ARRANGEMENTS

1. Schedule C applies only to former employees of CMA AG who at the time of their transfer to LLS were contracted to work a 35 hour week.
2. The following table outlines the clauses and subclause contained in the Award where transitional arrangements apply to employees of LLS in accordance with clause 1 of Schedule C.

Clause	Title	Award clause for 38 hour week employees	Transitional Provision for 35 hour week employees
2	Definitions - Ordinary Working Hours	means full time ordinary working hours shall be 38 hours per week Monday to Friday	means full time ordinary working hours shall be 35 hours per week Monday to Friday
2	Definitions - Part Time Employees	means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3, including an employee working in a job share arrangement and where the ordinary hours of work are less than 38 per week or less than 7.6 hours per standard work day.	means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3, including an employee working in a job share arrangement and where the ordinary hours of work are less than 35 per week or less than 7 hours per standard work day.
2	Definitions - Standard Hours	means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7.6 hours, Monday to Friday, with a lunch break of one hour.	means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7 hours, Monday to Friday, with a lunch break of one hour.
10.2	Ongoing Full Time Employment	A full time employee is an employee employed to work ordinary hours of 38 hours per week as provided for in clause 12 of this Award	A full time employee is an employee employed to work ordinary hours of 35 hours per week as provided for in clause of this Award
10.5.2 (a)	Overtime for Casuals	When directed to perform overtime, casual employees shall be paid for hours in excess of 38 hours a week or in excess of 10 hours on any one day.	When directed to perform overtime, casual employees shall be paid for hours in excess of 35 hours a week or in excess of 10 hours on any one day.
12.1	Hours of work	The ordinary hours of work shall be 38 hours per week Monday to Friday.	The ordinary hours of work shall be 35 hours per week Monday to Friday.
31.3	Overtime	Subject to clause 13 flexible working hours, overtime shall be deemed as the hours directed to be worked before 7.30 am, or after 6.00 pm, provided that, on the day when overtime is required to be performed, the employee shall not be required by the employer to work more than 7.6 hours after finishing overtime or before commencing overtime	Subject to clause 13 flexible working hours, overtime shall be deemed as the hours directed to be worked before 7.30 am, or after 6.00 pm, provided that, on the day when overtime is required to be performed, the employee shall not be required by the employer to work more than 7 hours after finishing overtime or before commencing overtime.

The transitional arrangements will remain in force until an employee's:

Employment is terminated, or

Accepts a voluntary transfer to a new role, or

Is regraded to a higher role, or

Is merit selected into a new role.

The transitional arrangements will continue to apply to an employee who obtained a role at the same grade, or at a lower grade, as a result of a change management plan or organisational change.

SCHEDULE D - TRANSLATION TO NEW CLASSIFICATION STRUCTURE

Table 1 - Pay Points to Grade

Pay Point	Grade	Pay Point	Grade	Pay Point	Grade
1	1.1	13	4.2	25	6.4
2	1.2	14	4.3	26	6.5
3	1.3	15	4.4	27	7.1
4	1.4	16	5.1	28	7.2
5	2.1	17	5.2	29	7.3
6	2.2	18	5.3	30	7.4
7	2.3	19	5.4	31	7.5
8	3.1	20	5.5	32	8.1
9	3.2	21	5.6	33	8.2
10	3.3	22	6.1	34	8.3
11	3.4	23	6.2	35	8.4
12	4.1	24	6.3	36	8.5

Table 2 - Administration and Clerical Stream

Administration and Clerical Stream		
Classification	Grade	Pay Point
Customer Service Representative Level 1	1.1	1
Customer Service Representative Level 2	1.2	2
Customer Service Representative Level 3	1.3	3
Customer Service Representative Level 4	1.4	4
Hard Barrier - Comparative Assessment Required		
Customer Services Officer Level 1	2.1	5
Customer Services Officer Level 2	2.2	6
Customer Services Officer Level 3	2.3	7
Hard Barrier - Comparative Assessment Required		
Senior Customer Services Officer Level 1	3.1	8
Senior Customer Services Officer Level 2	3.2	9
Senior Customer Services Officer Level 3	3.3	10
Senior Customer Services Officer Level 4	3.4	11
Hard Barrier - Comparative Assessment Required		
Administration Officer Level 1	4.1	12
Administration Officer Level 2	4.2	13
Administration Officer Level 3	4.3	14
Administration Officer Level 4	4.4	15
Hard Barrier - Comparative Assessment Required		
Coordinator Customer Service Level 1	5.2	17
Coordinator Customer Service Level 2	5.4	19
Coordinator Customer Service Level 3	5.5	20
Coordinator Customer Service Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
Senior Administration Officer Level 1	5.2	17
Senior Administration Officer Level 2	5.4	19
Senior Administration Officer Level 3	5.5	20
Senior Administration Officer Level 4	5.6	21

Hard Barrier - Comparative Assessment Required		
Business and Finance Officer Level 1	6.1	22
Business and Finance Officer Level 2	6.2	23
Business and Finance Officer Level 3	6.4	25
Business and Finance Officer Level 4	6.5	26
Hard Barrier - Comparative Assessment Required		
Senior Business and Finance Officer Level 1	7.1	27
Senior Business and Finance Officer Level 2	7.2	28
Senior Business and Finance Officer Level 3	7.3	29
Senior Business and Finance Officer Level 4	7.4	30
Hard Barrier - Comparative Assessment Required		
Manager Business and Finance Level 1	8.1	32
Manager Business and Finance Level 2	8.2	33
Manager Business and Finance Level 3	8.4	35
Manager Business and Finance Level 4	8.5	36

Table 3 - Advisory and Technical Stream

Advisory and Technical Stream		
Classification	Grade	Pay Point
Land Services Officer Level 1	5.2	17
Land Services Officer Level 2	5.4	19
Land Services Officer Level 3	5.5	20
Land Services Officer Level 4	5.6	21
Senior Biosecurity Officer Level 1	5.2	17
Senior Biosecurity Officer Level 2	5.4	19
Senior Biosecurity Officer Level 3	5.5	20
Senior Biosecurity Officer Level 4	5.6	21
Strategic Land Services Officer Level 1	5.2	17
Strategic Land Services Officer Level 2	5.4	19
Strategic Land Services Officer Level 3	5.5	20
Strategic Land Services Officer Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
Communications Officer Level 1	6.1	22
Communications Officer Level 2	6.2	23
Communications Officer Level 3	6.4	25
Communications Officer Level 4	6.5	26
Geographic Information Systems Officer Level 1	6.1	22
Geographic Information Systems Officer Level 2	6.2	23
Geographic Information Systems Officer Level 3	6.4	25
Geographic Information Systems Officer Level 4	6.5	26
Senior Land Services Officer Level 1	6.1	22
Senior Land Services Officer Level 2	6.2	23
Senior Land Services Officer Level 3	6.4	25
Senior Land Services Officer Level 4	6.5	26
Senior Strategic Land Services Officer Level 1	6.1	22
Senior Strategic Land Services Officer Level 2	6.2	23
Senior Strategic Land Services Officer Level 3	6.4	25
Senior Strategic Land Services Officer Level 4	6.5	26

Hard Barrier - Comparative Assessment Required		
Team Leader Invasive Species and Plant Health Level 1	7.1	27
Team Leader Invasive Species and Plant Health Level 2	7.2	28
Team Leader Invasive Species and Plant Health Level 3	7.3	29
Team Leader Invasive Species and Plant Health Level 4	7.4	30
Team Leader Land Services Level 1	7.1	27
Team Leader Land Services Level 2	7.2	28
Team Leader Land Services Level 3	7.3	29
Team Leader Land Services Level 4	7.4	30
Team Leader Strategic Land Services Level 1	7.1	27
Team Leader Strategic Land Services Level 2	7.2	28
Team Leader Strategic Land Services Level 3	7.3	29
Team Leader Strategic Land Services Level 4	7.4	30
Hard Barrier - Comparative Assessment Required		
Manager Biosecurity and Emergency Services Level 1	8.1	32
Manager Biosecurity and Emergency Services Level 2	8.2	33
Manager Biosecurity and Emergency Services Level 3	8.4	35
Manager Biosecurity and Emergency Services Level 4	8.5	36
Manager Land Services Level 1	8.1	32
Manager Land Services Level 2	8.2	33
Manager Land Services Level 3	8.4	35
Manager Land Services Level 4	8.5	36
Manager Strategic Land Services Level 1	8.1	32
Manager Strategic Land Services Level 2	8.2	33
Manager Strategic Land Services Level 3	8.4	35
Manager Strategic Land Services Level 4	8.5	36

Table 4 - Field Operations Stream

Field Operations Stream		
Classification	Grade	Pay Point
Conservation Field Officer Level 1	1.3	3
Conservation Field Officer Level 2	1.4	4
Field Officer (Travelling Stock Routes) Level 1	1.3	3
Field Officer (Travelling Stock Routes). Level 2	1.4	4
Hard Barrier - Comparative Assessment Required		
Conservation Field Officer Levels 3 and 4	2.1	5
Conservation Field Officer Level 5	2.3	7
Senior Field Officer (Travelling Stock Routes) Level 1	2.1	5
Senior Field Officer (Travelling Stock Routes) Level 2	2.2	6
Senior Field Officer (Travelling Stock Routes) Level 3	2.3	7
Hard Barrier - Comparative Assessment Required		
Conservation Field Officer Level 6	3.2	9
Conservation Field Officer Level 7	3.3	10
Biosecurity Support Officer Level 1	3.1	8
Biosecurity Support Officer Level 2	3.2	9
Biosecurity Support Officer Level 3	3.3	10
Biosecurity Support Officer Level 4	3.4	11

Hard Barrier - Comparative Assessment Required		
Biosecurity Officer Level 1	4.1	12
Biosecurity Officer Level 2	4.2	13
Biosecurity Officer Level 3	4.3	14
Biosecurity Officer Level 4	4.4	15
Ranger (Travelling Stock Routes) Level 1	4.1	12
Ranger (Travelling Stock Routes) Level 2	4.2	13
Ranger (Travelling Stock Routes) Level 3	4.3	14
Ranger (Travelling Stock Routes) Level 4	4.4	15
Hard Barrier - Comparative Assessment Required		
Managing Ranger (Grandparented for present occupants)	5.1 (\$79,502 p/a from FFPP 1.7.2017)	16

Table 5 - District Veterinarian Stream

District Veterinarian Stream (Personal Progression)		
Classification	Grade	Pay Point
District Vet Level 1	4.4	15
District Vet Level 2.1	5.1	16
District Vet Level 2.2	5.3	18
District Vet Level 2.3	5.6	21
District Vet Level 3.1	6.2	23
District Vet Level 3.2	6.3	24
District Vet Level 3.3	7.2	28
District Vet Level 4.1	7.3	29
District Vet Level 4.2	7.4	30
District Vet Level 4.3	7.5	31
Hard Barrier - Comparative Assessment Required		
Team Leader Animal Biosecurity and Welfare Level 1	8.1	32
Team Leader Animal Biosecurity and Welfare Level 2	8.2	33
Senior District VET (Grandparented for present occupants)	8.3 (\$129,912 p/a from FFPP 1.7.2017)	34

P. KITE, Chief Commissioner.

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**MARITIME CONTAINER SERVICES PTY LTD CONTRACT
DETERMINATION 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Maritime Container Services Pty Ltd.

(Case No. 2017/70562)

Before Commissioner Newall

16 March 2017

CONTRACT DETERMINATION

Clause No.	Subject Matter
1.	Definitions
2.	Interpretation
3.	Parties to the Contract Determination
4.	Relationship to Contract Determinations
5.	Term of Determination
6.	Promotion of Determination
7.	No Guarantees
8.	Probation
9.	Vehicles
10.	Loading and Delivery
11.	Fatigue Management and Heavy Vehicle Compliance
12.	Uniforms
13.	Lunch Break
14.	Annual Leave
15.	Contract Carrier Obligations
16.	Obligations of MCS
17.	Termination
18.	Insurances
19.	Allocation of Work and Rostering
20.	Fleet Mix Change
21.	Selling of Vehicles
22.	Supervision of Personnel
23.	Rates and Review
24.	Contract Carriers
25.	Disputes Procedure
26.	Union Delegates
27.	Record Keeping
28.	Productivity Improvements
29.	Compliance With Work, Road and Vehicle, Health and Safety
30.	Redundancy

1. Definitions

In this Contract Determination:

Act means the *Industrial Relations Act 1996* (NSW);

Box rate means the rate per TEU from a MCS site to the Port and return to any MCS site.

Carrying Capacity in relation to a Vehicle means the mass of the maximum load which the Vehicle may legally carry;

Cartage Rate Schedule means a written schedule (which may be an electronic document) identifying:

- (a) the basis of calculation of the Cartage Rates (e.g. per hour, per km or some other basis);
- (b) the amount of remuneration to be paid to the Contract Carrier for the Cartage Work; and
- (c) the timing of the payment of remuneration (e.g. the day of the week on which remuneration will be paid and the pay period).

Cartage Work means work performed under a Contract of Carriage;

Work Distance means the distance necessarily travelled by a Contract Carrier in the course of performing a Contract of Carriage, counted from the moment of departure from the Starting Place to the completion of Cartage Work at the Finishing Place;

Work Time means the time during which a Contract Carrier is necessarily engaged performing a Contract of Carriage. To avoid doubt, Work Time includes all time during which the Contract Carrier is required by MCS to be at their disposal and/or at their direction, but excludes time lost because of breakdowns or accidents and the time taken by the Contract Carrier for meal breaks and fatigue breaks.

Class of Vehicle means either a single axle drive prime mover or a bogie axle drive prime mover or, in the case of any other Vehicle, a Vehicle of a particular Carrying Capacity;

Chain of Responsibility means any State, Territory or Commonwealth legislation or regulations based on or adapted from the provisions of the National Transport Commission (Road Transport Legislation - Compliance and Enforcement Bill) Regulations 2006 or National Transport Commission (Road Transport Legislation - Compliance and Enforcement Regulations) Regulations 2006 as approved by each State and Territory Government.

Contract of Carriage has the meaning given to that expression by the Act;

Contract Carrier has the meaning given to that expression by the Act;

Delegate means a Union delegate of Contract Carriers based at a terminal and includes a co-delegate;

Determination means this Determination;

Driver means a natural person operating the Contract Carrier's Vehicle who is approved in accordance with clause 15(f);

Finishing Place means:

- (a) the sites or depots where the Carrier is principally engaged (which may be a network of depots within reasonable proximity); or
- (b) where MCS and the Contract Carrier have agreed on an alternative location, the agreed alternative location; or
- (c) a place specified by MCS, but only if the Contract Carrier is not principally engaged at a site or depot,

save that any agreed or specified Finishing Place must be reasonable in the circumstances;

Fleet Operator means a Contract Carrier who operates more than one vehicle.

IRC means the Industrial Relations Commission of New South Wales;

MCS means Maritime Container Services Pty Ltd;

Misconduct includes consuming alcohol immediately before, or while undertaking, work for MCS, being under the influence of alcohol or a drug while undertaking work for MCS, being dishonest or abusive while undertaking work for MCS or in dealings with MCS or customers, consignors, consignees or their respective representatives, or falsifying documents submitted to MCS. or breaching this Determination.

PBLIS - Means Port Botany Landside Improvement Strategy

Regular Contract Carrier means a Contract Carrier who operates under a contract with MCS and who is wholly or principally engaged by that Principal Contractor;

Starting Place means:

- (a) the sites or depots where the Carrier is principally engaged (which may be a network of depots within reasonable proximity); or
- (b) where MCS and the Contract Carrier have agreed on an alternative location, the agreed alternative location; or
- (c) a place specified by MCS, but only if the Contract Carrier is not principally engaged at a site or depot,

save that any agreed or specified Starting Place must be reasonable in the circumstances;

Union means the Transport Workers' Union;

Vehicle means a Vehicle used by a Contract Carrier for the purpose of a Contract of Carriage;

2. Interpretation

In this Contract Determination, headings are inserted for convenience only and do not affect the interpretation of this Contract Determination, and unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include the other genders;
- (c) if words or phrases are defined, their other grammatical forms have a corresponding meaning;
- (d) a reference to:
 - (i) a person includes an individual, a partnership, a body corporate, a joint venture, an association (whether incorporated or not), a government and a government authority or agency;
 - (ii) a party includes the party's executors, legal personal representatives, successors, transferees and assigns;
 - (iii) a part, clause, schedule or party is a reference to a part, clause or schedule of, or a party to, this Contract Determination;
 - (iv) a right includes a benefit, remedy, discretion, authority or power;
 - (v) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of a warranty or representation;
 - (vi) this Contract Determination includes the recitals and any schedules, annexures, exhibits or attachments to this Contract Determination;

- (vii) '\$' or dollars means Australian dollars and a reference to payment means payment in Australian dollars and excludes GST;
 - (viii) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (ix) legislation includes any statutory modification or replacement and any subordinate or delegated legislation issued under that legislation; and
 - (x) a law includes any statute, regulation, by law, scheme, determination, ordinance, rule or other statutory provision (whether Commonwealth, State or municipal);
- (e) the meaning of general words is not limited by specific examples introduced by 'including' or 'for example', or similar expressions; and
 - (f) no provision of this Contract Determination will be interpreted against a party just because that party prepared that provision.

3. Parties to the Contract Determination

The parties to this Contract Determination are:

- (a) Maritime Container Services Pty Ltd (ABN 69001169240) of 20 Canal Road St Peters, NSW 2044; and
- (b) The Transport Workers Union of New South Wales (TWU or Union).

4. Relationship to Contract Determinations

- (a) This Contract Determination shall operate in respect of all Contracts of Carriage between MCS and Contract Carriers performed within the state of New South Wales excluding Fleet Operators.
- (b) This Contract Determination exempts MCS from the operation of any other contract determinations, or any such other contract determination that might otherwise apply, as from time to time amended:
- (c) The terms and conditions set out in this Contract Determination shall prevail over all existing and pre-existing customs, usages and practices.

5. Term of Determination

This Contract Determination shall operate on and from the date of approval and shall have a nominal term of three years.

6. Promotion of Determination

- (a) Within fourteen days of the commencement of this Determination MCS shall provide every Contract Carrier it currently engages a copy of this Determination.
- (b) MCS shall provide every new Contract Carrier it engages after this Determination commences a copy of this determination within seven days of the engagement.
- (c) MCS shall provide every Contract Carrier it engages a copy of any variation to this Determination within fourteen days of the commencement of the variation.
- (d) The obligations in paragraphs (a) to (c) of this clause may be satisfied by providing an electronic copy of the instrument by email or other electronic means. MCS may require, and the Contract Carrier shall provide, a current email address for that purpose.
- (e) Notwithstanding the terms of paragraphs (a)-(c) MCS is not obliged to provide a copy of the documents more than once in any 12 months.

- (f) MCS shall display a copy of the Determination and any variations then in force at MCS's workplace.

7. No Guarantees

An engagement by MCS of a Contract Carrier to undertake work under a contract of carriage or contracts of carriage does not commit MCS to enter into further contracts of carriage with the Contract Carrier or guarantee any minimum remuneration.

8. Probation

An engagement of any new Contract Carrier by MCS will be subject to a 12 month probationary period. During the probation period the Contract Carriers engagement may be terminated by 24 hours' notice.

9. Vehicles

- (a) Supply and Suitability

The Contract Carrier must supply a Vehicle, which must:

- (i) meet the Vehicle specification required by MCS; and
- (ii) be approved by MCS prior to performing Cartage Work.

- (b) Registration

The Contract Carrier must at the Contract Carrier's own expense register their Vehicle.

- (c) Maintenance and Repair

The Contract Carrier must mechanically maintain and repair their Vehicle at their own expense.

- (d) Running Expenses

The Contract Carrier must pay all of the running costs associated with the Contract Carrier's Vehicle.

- (e) Cease Using Vehicle

- (i) Where MCS has a reasonable concern that a Contract Carrier's Vehicle is not, or may not be, roadworthy or safe to perform the Cartage Work, MCS may direct the Contract Carrier to stop using the Vehicle (or any part of it) pending:

inspection and/or testing of the Vehicle; and/or

where necessary, the carrying out of any repairs and/or maintenance.

- (ii) MCS must not take any steps under clause 9(e)(i) until MCS has put its reasonable concern to the Contract Carrier.

- (iii) The Contract Carrier will not suffer any loss of remuneration where they are directed to stop using their Vehicle under this clause, and where the inspection and/or testing of the Vehicle proves that the Vehicle was roadworthy and/or safe to perform the Cartage Work.

- (f) Inspections and Tests

The Contract Carrier must make the Vehicle available for inspection or testing as and when reasonably required by MCS.

(g) Communication and Related Technology

- (i) MCS may supply the Contract Carrier with communication and related technology for use in the Contract Carrier's Vehicle.
- (ii) Where such communication and/or related technology is supplied by MCS:
 - (A) MCS must install and maintain the communication and related technology required by MCS and the Contract Carrier must operate it efficiently as directed by MCS.
 - (B) The Contract Carrier has full responsibility for the safe custody of the communication and related technology.
 - (C) The Contract Carrier must:
 - not add to, alter or modify the communication and related technology;
 - indemnify MCS, and keep MCS indemnified at all times, against destruction or loss of the communication and related technology;
 - not pledge the credit of MCS in respect of, or create any lien upon, the communication and related technology; and
 - not without the prior written consent of MCS use the communication and related technology for anything but the Cartage Work.
- (iii) The Contract Carrier must stop using the communication and related technology (or any part of it) if MCS so directs pending any repairs, maintenance, inspection or testing.
- (iv) Immediately upon the ending or termination of any head contract under which the Contract Carrier performs the Cartage Work:
 - (A) the Contract Carrier must return the communication and related technology to MCS in good order and condition, save for any fair wear and tear only; and
 - (B) MCS must make good any repairs to the Contract Carrier's Vehicle arising from the removal of the communication and related technology.
- (v) Where the Contract Carrier changes his/her vehicle within 12 months of the communications equipment being installed the cost of transferring the communications equipment shall be paid by the Contract Carrier to MCS or borne by the Contract Carrier by way of adjustment to the remuneration of the Contract Carrier.
- (vi) If the Contract Carrier provides equipment greater than the equipment MCS requires, the Contract Carrier will only be entitled to be paid the rate of remuneration applicable to the equipment MCS requires.
- (vii) If, in order to comply with any laws the Contract Carrier is required use certain technology, (for example electronic diaries), the cost of that technology will be met by the Contract Carrier.

(h) Vehicles

- (i) MCS has the right to specify the Class of Vehicle used in the performance of Contracts of Carriage prior to the engagement of a Contract Carrier.
- (ii) If MCS reasonably believes that the Vehicle of the Contract Carrier is not suitable for undertaking the required Cartage Work, MCS has the right to require an upgrade of the Contract Carrier's Vehicle (which may include the purchase of a newer Vehicle) on two months written notice in the circumstances and any such direction to upgrade being set out in writing.

- (iii) The Contract Carrier must not replace the Vehicle used to perform Cartage Work without the prior written consent of MCS.
 - (iv) MCS has the right to specify the class of the vehicle which it requires and the remuneration payable to the Contract Carrier shall be based on the vehicle so specified.
 - (v) MCS has the right to specify more than one class of vehicle to be used in undertaking its work by different Contract Carriers engaged in the same yard even if such work is identical in nature.
- (i) Equipment
- (i) Any technology introduced by MCS and supplied to the Contract Carrier will be at the cost of MCS. The equipment shall remain the property of MCS and shall be returned by the Contract Carrier if they cease to work for MCS. The cost of removal of the equipment will be at the expense of MCS except as set out in clause (i)(ii).
 - (ii) In the event that a Contract Carrier should leave within the probation period as set out in clause 12 the cost of removing equipment will be at the Contract Carriers expense.
 - (iii) The Contract Carrier must make the vehicle available, at a mutually convenient time, for MCS to remove the equipment and comply with the clause 9(g)(iv). Should the vehicle not be made available then MCS shall be able to withhold the value of the equipment from the Contract Carriers final payment.
 - (iv) Should the equipment be damaged during the course of the Contract Determination (apart from ordinary wear and tear), the Contract Carrier will be required to reimburse MCS for the equipment or MCS shall withhold the value of the equipment from the Contract Carrier from the next due payment.
- (j) New Sub-Contractors hired after the date of this document and replacement of vehicles
- (i) MCS has the right to specify the age and the Class of Vehicle used in the performance of Contracts of Carriage prior to the engagement of a Contract Carrier.

10. Loading and Delivery

- (a) Report at Starting Place and Time
- The Contract Carrier must report available for the Cartage Work with the Vehicle at the Starting Place.
- (b) Checking of Load
- After loading the Vehicle and before leaving the loading place, the Contract Carrier must:
- (i) ensure that the load is secured; and
 - (ii) immediately report to MCS if the Contract Carrier believes that the goods do not comply with the specification on the delivery docket or exceeds the maximum legal payload for the Vehicle.
- (c) Delivery
- Immediately after checking the load the Contract Carrier must deliver the goods to whatever addresses MCS instructs using:
- (d) using the shortest/fastest, legal practicable route.

(e) Unloading

The Contract Carrier must:

- (i) use every reasonable effort at the delivery site to obtain:
 - (A) directions from the customer concerning the manner and position to unload the goods; and
 - (B) from the customer the signatures required by MCS; and
- (ii) unload the goods at the delivery site in the manner and position reasonably directed by the customer.
- (ii) Unsafe Unloading

If the unloading of the goods at any delivery site will place the Driver in a position of imminent risk to their health and safety, the Contract Carrier must immediately notify MCS prior to unloading the goods and comply with any instructions given by MCS concerning the unloading of the goods.

Nothing in this clause will prevent the Contract Carrier from exercising their rights under applicable work health and safety legislation

(f) Return

After completing the deliveries, the Contract Carrier must report to whatever site (if any) MCS instructs using the shortest practicable route or such route as directed by MCS from the final unloading site.

(g) Custody

The Contract Carrier shall:

- (i) be responsible for the equipment and gear and for the safe loading of the Vehicle and the securing and appropriate weather protection of the load and shall be present to supervise and assist in the loading and unloading of the Vehicle and/or the container loaded on the Vehicle;
- (ii) in the case of pre-loaded Vehicles, be responsible for checking the load for safety and satisfactory method of loading; and
- (iii) exercise all reasonable care and diligence in the carriage and safe keeping of the goods in charge.

11. Fatigue Management and Heavy Vehicle Compliance

(a) Fatigue management and heavy vehicle compliance

Fatigue management and heavy vehicle compliance is principally regulated in NSW by the:

- (i) Heavy Vehicle National Law, and associated regulations;
- (ii) *Work Health and Safety Act 2011* (NSW); and
- (iii) Transport Industry Mutual Responsibility Contract Determination.

(b) Taking of Fatigue Breaks

Each Contract Carrier must take fatigue breaks, without payment, as required by law.

(c) MCS and Contract Carriers must comply with all fatigue management and heavy vehicle compliance obligations that apply at any time during this Contract Determination.

12. Uniforms

(a) Supply of Uniform

If the Driver of the Contract Carrier's Vehicle is required by MCS to wear a special uniform when undertaking Cartage Work for MCS, the uniform must be supplied by MCS at no cost to the Contract Carrier.

(b) Obligation to wear

Where a uniform is so provided, the Contract Carrier must ensure that it is worn by the Driver at all times while undertaking Cartage Work for MCS.

(c) Property

The uniform remains the property of MCS.

(d) Quantity

MCS must provide a sufficient number of uniform articles to enable the Contract Carrier to wear a clean uniform at the start of each Cartage Working day.

(e) Replacement

An item forming part of the uniform must be replaced by MCS when required by fair wear and tear, provided that should loss or damage to an item forming part of the uniform occur due to the negligence of the Contract Carrier, the item must be repaired or replaced by the Contract Carrier at the Contract Carrier's cost.

13. Lunch Break

(a) Entitlement

Each Contract Carrier is entitled to and may take a 30 minute unpaid lunch break on each day Cartage Work is performed for MCS for more than 4 hours provided that where it is safe and reasonably practicable to do so, the Contract Carrier must take the lunch break in conjunction with a fatigue break.

(b) Reporting

A Contract Carrier who ceases Cartage Work for a lunch or fatigue break in accordance with clause 11(a) must report that fact to MCS.

(c) MCS may direct the times that lunch breaks are taken to suit operational needs.

14. Annual Leave

(a) Entitlement

A Regular Contract Carrier may take four weeks' annual leave without payment.

(b) When the Entitlement Falls Due

The leave entitlement falls due each year on the anniversary of the commencement date of the first Contract of Carriage between the Contract Carrier and MCS.

(c) Period to Take Leave

Such leave is to be taken by the Contract Carrier within 6 months of the leave falling due (or within such extended time as the Contract Carrier and MCS may agree) and at a time mutually convenient to the Contract Carrier and MCS.

(c) Utilisation of Vehicle

To avoid any doubt, and unless otherwise agreed between the parties, during any period of annual leave the Contract Carrier has no obligation to present their Vehicle to MCS for Cartage Work.

(e) Lapse of Entitlement

The Contract Carrier may accrue up to 8 weeks' leave. If leave is not taken within the time provided for in this clause, the entitlement to accrued leave in excess of 8 weeks will lapse.

15. Contract Carrier Obligations

(a) Core Obligations

The Contract Carrier must perform the Cartage Work and do everything connected with it:

- (i) with due care and skill and in a proper, co-operative and professional manner;
- (ii) safely, and in accordance with MCS's safety requirements including providing all personal protection equipment;
- (iii) in accordance with the day to day operational directions given by MCS;
- (iv) in accordance with any lawful and reasonable direction, policy, procedure or specifications provided by MCS;
- (v) without jeopardising or damaging MCS's business; and
- (vi) in compliance with all relevant laws.

(b) Compliance with Employment Laws

The Contract Carrier must comply with the provisions of any relevant employment law, including but not limited to laws concerning discrimination, bullying and harassment, health and safety, income tax, workers' compensation, superannuation, annual leave, long service leave or any award, order, determination or agreement of a competent industrial tribunal.

(c) Administration

The Contract Carrier must:

- (i) return to MCS all delivery dockets, daily Cartage Work sheets or other records required by MCS as and when required;
- (ii) maintain up to date and accurate log books as required under any relevant law and/or by MCS and make these available for inspection by MCS on request;
- (iii) ensure that the Driver maintains a system verifying Vehicle maintenance;
- (iv) keep and retain for seven years comprehensive records in relation to the Cartage Work, including the records in subparagraphs (ii) and (iii) above; and

- (v) ensure that a copy of the records in subparagraphs (ii), (iii) and (iv) are available for inspection at any time for audit purposes.

Notation: Any written material to be provided to MCS in accordance with this clause must be appropriate and economical and designed to meet the requirements of this clause.

(d) Medicals

- (i) The Contract Carrier must ensure that the Driver is at all times medically fit to perform the Cartage Work.
- (ii) Where MCS has a reasonable concern that the Driver is not medically fit to perform the Cartage Work, MCS may require and direct the Driver to:
 - (A) furnish particulars and/or medical evidence affirming the Driver's fitness to undertake Cartage Work; and/or
 - (B) on reasonable terms, attend a medical examination to confirm their fitness (such direction may include the choice of medical practitioner).
- (iii) MCS must not take any steps under clause 15(d)(ii) until MCS has put its concerns to the Contract Carrier in writing.
- (iv) If the Driver attends a medical practitioner directed by MCS, MCS will pay the medical fees associated with the attendance.
- (v) The Driver will not suffer any loss of remuneration as a result of being directed to attend a medical examination under this clause, unless the medical examination demonstrates that the Driver was not medically fit to perform the Cartage Work.

(e) Alcohol and Other Drugs Polices and Programs

Where MCS has in place a drug and alcohol policy and/or program, applying to its employees and contractors, the Contract Carrier must ensure that the Driver participates in any testing required by the policy and/or program.

(f) No One Else to Drive or Travel in the Vehicle

The Contract Carrier must:

- (i) only use a Driver who is approved by MCS, with such approval not being unreasonably withheld;
- (ii) make sure that no one except the approved Driver drives or otherwise operates the Vehicle for the Cartage Work; and
- (iii) make sure that no one except the approved Driver travels in the Vehicle.

(g) Valid Driving License and Permits

The Contract Carrier must:

- (i) make sure that the approved Driver is a fit and proper person and is at all times the holder of a current:
 - (A) valid driver's licence appropriately endorsed or issued in respect of their Vehicle; and
 - (B) valid licence or permit of any other kind needed from time to time to perform the Cartage Work including a Maritime Security Instrument Card;

- (ii) immediately notify MCS if a licence or permit is cancelled or suspended for any reason;
- (iii) within 3 days of any request present any such license, permit and/or RTA/RMA demerit register to MCS as evidence of the Contract Carriers continued ability to be able to perform work.
- (iv) Supply at the request of MCS, notice of any encumbrances liens or bills of sale affecting the vehicle of the contract carrier. The contract carrier shall not have any lien over the goods carried by him/her.

(h) Gifts

A Contract Carrier must not accept any gift from any customer or business involved with MCS nor provide any gifts to any businesses or personnel employed by or associated with MCS.

(i) Attendance

A Contract Carrier must report, as early as possible to MCS any non-attendance at the starting place by normal starting time on each of the days on which they may be required to undertake work and is unable to attend.

(j) Damage

The Contract Carrier must:

- (i) Pay to MCS the amount of any claim, loss or expense arising out of damage caused to MCS, customer or third party property. This does not apply if the Contract Carrier or any person for whose actions s/he is responsible is not at fault.
- (ii) Immediately report any accident to the operations staff of MCS and attend to any legal requirements at the scene of the accident.
- (iii) Immediately report to MCS any damage to MCS, customer or third party property.

(k) Fines/PBLIS

The Contract Carrier will be liable for all fines and penalties including PBLIS penalties charged to MCS. Any PBLIS penalties will be deducted from any amounts due to the Contract Carrier.

If the Contract Carrier wishes to challenge the decision to deduct a PBLIS penalty notice they must issue a written appeal within 7 days of the deduction being made. MCS will meet with the Contract Carrier to discuss the challenge and will make a final determination within 14 days of the deduction.

(l) Confidentiality

The Contract Carrier must not disclose confidential or commercially sensitive information relating to MCS.

16. Obligations of MCS

MCS must:

- (a) arrange whenever practicable for a representative of MCS to attend accidents involving substantial load or equipment damage or personal injury;
- (b) advise Contract Carriers as early as possible of urgent or special delivery instructions arranged for particular work or particular goods;

- (c) where goods of a dangerous or hazardous nature are to be carried, notify the Contract Carrier of the nature of such goods and comply with all relevant requirements of the Dangerous Goods (Road and Rail) Act, accompanying Regulations and its related Codes of Practice;
- (d) pay the Contract Carrier any undisputed amount set out in a valid taxation invoice provided by the Contract Carrier, or generated for the Contract Carrier, for the Cartage Work performed, within 30 days of the date of receipt by MCS of the invoice;
- (e) comply with any laws affecting MCS's Cartage Work including licensing, road transport, fatigue management and work health and safety laws; and
- (f) provide to each Contract Carrier a Cartage Rate Schedule prior to commencing to perform Cartage Work and whenever there is a change to the basis of calculation of the Cartage Rates and/or a change to the Cartage Rates.

17. Termination

- (a) Where a Contract Carrier commits misconduct or is in breach of this determination he may be terminated summarily by MCS. An inquiry, if requested, will be held thereafter within one normal work day by MCS, delegate and, if available, a representative of the union.
- (b) Any other termination shall be on the basis of "last on-first off" for Contract Carriers operating vehicles of a particular class of vehicle.
- (c) The following notice is required to be given by MCS or the Contract Carrier to terminate the engagement between the parties for any reason except in the case of breach of this Determination or misconduct in which case no notice is required:

Period of Continuous Service with MCS	Notice
Less than 1 year	24 hours
More than 1 year and less than 3 years	1 week
More than 3 years and less than 5 years	2 weeks
More than 5 years	3 weeks

- (d) MCS may elect at its discretion to pay the Contract Carrier in lieu of the notice period above subject to MCS paying the Contract Carrier compensation equivalent to the amount of notice not provided. The calculation of notice in lieu will be the average of the previous 12 month
- (e) In the event of redundancy the above notice periods will apply.
- (f) The Contract Carrier, upon termination, will promptly return to MCS all equipment and signs supplied by MCS.

18. Insurances

- (a) Insurances

Prior to commencing any Cartage Work, the Contract Carrier must obtain, and maintain current at all relevant times, the following insurances at the Contract Carrier's expense:

- (i) comprehensive and third party motor Vehicle insurance covering personal injury and property damage arising from the use of the Contract Carrier's Vehicle or other mobile equipment, including compliance with any statutory requirements, of not less than \$20,000,000 (or such other amount as MCS may require from time to time) for each and every occurrence;
- (ii) property insurance covering the full replacement value of the Contract Carrier's Vehicle;

- (iii) public and products liability insurance written on an occurrence basis covering the legal liability of the Contract Carrier and the Contract Carrier's employees and agents (the "Insured's") to any third parties for bodily injury and/or property damage arising from acts or omissions of the Insureds in the course of, or arising from, the performance of the Cartage Works by the Contract Carrier or on the Contract Carrier's behalf of not less than \$20,000,000 (or such other amount as MCS may require from time to time) for each and every occurrence;
- (iv) workers' compensation insurance as required by any relevant law;
- (v) trailer liability insurance including insurance for trailers not owned by the Contract Carrier but used by them;
- (vi) carriers liability insurance of not less than \$500,000 (or such other amount as MCS may require from time to time) for each and every occurrence; and
- (vii) any other insurances required by law or regarded as sound commercial practice.

(b) Endorsements

The Contract Carrier must ensure that, in respect of the insurance policies taken out, they contain clauses, endorsements or stipulations as reasonably required by MCS.

(c) Co-Operation

The Contract Carrier must:

- (i) not do, or omit to do, anything which might vitiate, impair or derogate from the cover under any insurance policy or other cover or which might prejudice any claim under any policy or other cover;
- (ii) fully co-operate with MCS in relation to a claim under the insurances; and
- (iii) initiate a claim under their own insurance policy prior to attempting to claim coverage under any policy held by MCS;

(d) Provision of Currency

- (i) The Contract Carrier must upon MCS's request provide to MCS within 24 hours of such request, certificates of currency evidencing the existence of the policies required to be effected under this clause and the certificates of currency must, as a minimum, show the insurer's name, policy number and policy expiry date.
- (ii) If the certificates of currency are not provided within the requisite time the Contract Carrier will not be permitted to work. If the Contract Carrier is subsequently provides the certificates of currency MCS will not be required to compensate the Contract Carrier any loss of remuneration.

19. Allocation of Work and Rostering

(a) Allocation of Cartage Work

MCS must allocate Cartage Work to Contract Carriers transparently, reasonably and lawfully.

(b) Rostering

MCS must roster Contract Carriers to perform work (including roosting on, return load and roosting off) transparently, reasonably and lawfully.

20. Fleet Mix Change

Changing Fleet Mix - Mandatory Consultation

- (a) This clause applies where MCS has made a definite decision to make a fleet mix change that is likely to have significant effects on Contract Carriers.
- (b) If relevant Contract Carrier appoints, or relevant Contract Carriers appoint, a representative for the purposes of consultation and the Contract Carrier or Contract Carriers advise MCS of the identity of the representative MCS must recognise the representative.
- (c) a relevant Contract Carrier appoints, or relevant Contract Carriers appoint, a representative for the purposes of consultation and the Contract Carrier or Contract Carriers advise MCS of the identity of the representative MCS must recognise the representative.
- (d) As soon as practicable after making its decision, MCS must:
 - (i) discuss with the relevant Contract Carriers:
 - (A) the proposed change to the fleet mix; and
 - (B) the effect the change is likely to have on the Contract Carriers; and
 - (C) measures MCS is taking to avert or mitigate the adverse effect of the change on the Contract Carriers; and
 - (ii) for the purposes of the discussion, provide in writing to the relevant Contract Carriers:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the Contract Carriers; and
 - (C) any other matters likely to affect the Contract Carriers.
- (e) However, MCS is not required to disclose confidential or commercially sensitive information to the relevant Contract Carriers.
- (f) MCS must give prompt and genuine consideration to matters raised about the change by the relevant Contract Carriers.
- (g) In this clause, a "fleet mix change" arises:
 - (i) when MCS decides to introduce a new transport type into their fleet being one or more of the following transport types:
 - (A) Contract Carriers; or
 - (B) Drivers employed by MCS; or
 - (C) third party transport providers;
 - (ii) when MCS introduces into their fleet a new Vehicle configuration.

21. Selling of Vehicles

No circumstances shall exist where a Vehicle is sold with Cartage Work.

22. Supervision of Personnel

The Contract Carrier must ensure that each and all of its Drivers:

- (a) performs the Work and does everything connected with it as is required of the Contract Carrier by this Determination; and
- (b) does not engage in any acts or omissions that give rise to a breach by the Contract Carrier of this Determination.

23. Rates and Review

- (a) The rates for the FCL fleet and increases are outlined in schedule 1.
- (b) The rates for the stack run fleet are outlined in schedule 2.
- (c) The fleet make up is outlined in schedule 3.
- (d) MCS will make fuel available to sub-contractors at the Terminal Gate Price as listed on the API website +4 cents per litre. The provision of fuel at +4 cents will replace any fuel levy payable by MCS.
- (e) Clause 23(d) will come into effect 4 months from the approval of the Determination by the IRC.

24. Contract Carriers

All Contract Carriers engaged by MCS must be incorporated entities. If any Contract Carrier is not a corporation he/she must establish a corporate entity within 6 months of the approval of this Determination.

25. Disputes Procedure

- (a) Application of Procedure

Any dispute that arises under this Determination between a Contract Carrier and MCS must be dealt with in accordance with this clause.

- (b) Appointment of Representative

A Contract Carrier who is a party to a dispute may appoint a representative for the purposes of this clause which may include the Union.

- (c) Procedure

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level.

- (d) Notification to Commission

If the dispute remains unresolved it may be referred to the IRC.

- (e) Continue to Perform Cartage Work

Whilst the parties are trying to resolve the dispute using the procedure set out in this clause:

- (iii) Contract Carrier must continue to perform Cartage Work as they normally would do unless they hold a reasonable concern about an imminent risk to their health or safety; and
- (iv) Contract Carrier must comply with a direction given by their Principal Contractor to perform other available Cartage Work, unless:
 - (A) the Cartage Work is not safe; or

- (B) applicable workplace health and safety legislation would not permit the Cartage Work to be performed; or
- (C) the Cartage Work is not appropriate for the Contract Carrier to perform; or
- (D) there are other reasonable grounds for the Contract Carrier to refuse to comply with the direction.

26. Union Delegates

(a) Appointment

A Contract Carrier appointed Delegate in a yard in which they are Contract Carrier must, upon notification to their Principal Contractor, be recognised as the accredited representative of the Union.

(b) Opportunity to Meet

An accredited Delegate must be allowed a reasonable opportunity to meet the relevant manager of MCS and Contract Carriers to discuss matters affecting Contract Carriers whom they represent.

(c) Use of Notice Board

Accredited Union Delegates must be permitted to put Union notices on a notice board, signed or countersigned by the representative posting it.

(d) Delegates Leave

Provision exists for 5 paid (8 hour) days PA at the hourly award rate (RT&D 2010) for a maximum of 2 delegates (Union Approved), for the specific purpose of training, conference attendance and negotiations. Notice of 21 days is to be provided unless mutually agreed to by both the company and the Delegates.

27. Record Keeping

(a) Obligations

MCS must record either in documentary form or electronic form, the following information for each Contract Carrier:

- (i) any Cartage Rate Schedule;
- (ii) start and finish times;
- (iii) hours worked per day;
- (iv) kilometres travelled per day;
- (v) Start and Finish Place;
- (vi) remuneration paid;
- (vii) a copy of any written contract entered into with the Contract Carrier;
- (viii) all trip schedules and driver rosters;
- (ix) all safe driving plans and risk assessments that relate to the fatigue of road transport drivers;
- (x) all reported breaches and suspected breaches of the fatigue management law, including breaches and suspected breaches identified by MCS; and

- (xi) all breaches of fatigue management laws investigated by MCS, the outcome and any remedial action taken.
- (b) Maintenance of Records
MCS must maintain all the records arising from clause 24(a) for a period of seven years.
- (c) Contract Carrier to Assist
 - (i) A Contract Carrier must do all things reasonably directed by MCS to gather and record the information referred to in clause 24(a).
 - (ii) MCS must not be liable for breach of this clause because of the failure of a Contract Carrier to comply with clause (i).

28. Productivity Improvements

- (a) MCS and the Contract Carriers will work towards continual productivity improvements.
- (b) The Contract Carrier will make contact with MCS if there are significant delays at any loading or unloading point including any port or terminal.

29. Compliance With Work, Road and Vehicle, Health and Safety

- (a) The Contract Carrier must at all times ensure their vehicle is roadworthy and presentable.
- (b) In relation to work, road and vehicle health and safety, the Contract Carrier agrees:
 - (i) to comply with all applicable work, road and vehicle health and safety legislation, regulation, codes of practice, management plans and the requirements placed on the Contract carrier by any related policies and procedures of MCS (such policies and procedures are not incorporated into this Determination);
 - (ii) to complete all induction and other training requested by MCS;
 - (iii) to take all reasonable steps to safeguard the safety of the Contract Carrier and of others and immediately notify MCS of any work, road and/or vehicle health and safety or other risks; and
 - (iv) to only perform those tasks that the Contract Carrier is skilled and capable of performing.
- (c) Without limitation the laws referred to above include the *Work Health and Safety Act 2011* (NSW), the *Road Safety and Remuneration Act 2012* (Cth), the *Fair Work Act 2009* (Cth), the *Industrial Relations Act 1996* (NSW) and the Heavy Vehicle National Law (NSW).
- (d) Nothing in this clause will prevent the Contract Carrier from exercising its rights under the *Work Health and Safety Act 2011* (NSW).

30. Redundancy

- (a) In the event a Contract Carriers engagement terminates due to redundancy this Determination will apply in place of the Transport Industry - Redundancy (State) Contract Determination.
- (b) The parties will apply schedule 4 in the event redundancies occur.

P. J. NEWALL, Commissioner.

Printed by the authority of the Industrial Registrar.

NURSES' (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. 2017/180496)

Before Chief Commissioner Kite

26 June 2017

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	No Extra Claims
2.	Definitions
3.	General Conditions of Employment
4.	Hours of Work and Free Time of Employees
5A.	Pilot Roster Projects
5.	Rosters
6.	Reasonable Workloads
7.	Classification of Positions
8.	Salaries
9A.	Higher Grade Duty
9.	Special Allowances
10.	Penalty Rates for Shift Work and Weekend Work
11.	Uniforms
12.	Overtime
13.	Payment and Particulars of Salaries
14.	Registration or Enrolment Pending
15.	Permanent part-time and Casual Employees
16.	Recreation Leave
17.	Senior Nurse Management Structure
18.	Disputes
19.	Grading Committee
20.	Anti-Discrimination
21.	Salary Sacrifice to Superannuation
22.	Area, Incidence and Duration

Schedule 1 - Nurse Manager and Administrative Support Positions, Large Residential Centres

PART B

MONETARY RATES

Table 1	Salaries
Table 2	Other Rates and Allowances

PART A

1. 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.

2. Definitions

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

"AHPRA" means Australian Health Practitioner Regulation Agency.

"Association" means the New South Wales Nurses' Association.

"Board" means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

"Community Residential Centre" (CRC) means any location where a direct service is provided to disability clients of the Department in a community residential environment which includes group homes, hostels, respite care centres.

"Community Support Services (CSS)" means any non residential direct care service to clients including community based activity training centres, community support teams and specialist outreach services.

"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 6a.m. and before 10a.m., otherwise than as part of the shift system.

"Department" means Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services.

"Employee" means, for the purposes of this award, a person who is appointed to a position in a classification listed in Clause 7, Classification of Positions, and who is employed with the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services, including an "officer" as defined in the *Government Sector Employment Act* 2013.

"Experience", in relation to a trainee enrolled nurse or 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 a trainee enrolled nurse, enrolled nurse or assistant in nursing who was formerly a student nurse, a residential care assistant or a residential support worker, includes experience as such student nurse, residential care assistant or residential support worker.

"Large Residence" means any large residential campus providing a range of services which may include accommodation, respite care, day activity services and some medical and paramedical services to clients. These include:

Metro Residences incorporating the Westmead, Rydalmere and Norton Road Residences;

Hunter Residences incorporating the Stockton, Casuarina Grove, Kanangra and Tomaree Residences;

Riverside Residence; and

Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite Cluster.

"Nurse" means an employee engaged in the industry of nursing in a classification covered by this Award.

"Resident Clients" means the annual average number of clients in permanent accommodation and clients occupying respite accommodation for the year ending 30 June each year.

"Service" for the purpose of clause 8, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse or as a residential care worker prior to 19 April 1999.

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

"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.

3. General Conditions of Employment

Except as otherwise provided in this award employees shall be entitled to, and shall observe, the conditions of employment applicable to public servants, that is the conditions of employment covering officers employed in organisations listed in Part 1 of Schedule 1 to the *Government Sector Employment Act 2013* and the *Government Sector Employment Regulation 2014* and as contained from time to time in the *Public Service Personnel Handbook* and the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

Casuals shall also receive the following entitlements in accordance with the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*:

- (a) Unpaid parental leave in accordance with Clause 12(iv) (d);
- (b) Personal Carers' entitlement in accordance with Clause 12 (v); and
- (c) Bereavement entitlement in accordance with Clause 12 (vi).

This entitlement is also set out at Clause 15 Part II of this Award.

4. Hours of Work and Free Time of Employees

- (i) The ordinary hours of work for day workers, exclusive of unpaid 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.
- (ii) The ordinary hours of work for shift workers, exclusive of unpaid meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (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 eight hour shifts are entitled to 12 additional days off duty per annum, employees working ten hour shifts are entitled to one additional day off duty each five weeks, employees working other combinations of shifts are entitled to such number of additional days off duty per annum and 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 eight hours each over 20 days in each cycle of 28 days.
- (iv) Each shift shall consist of no more than a total span of 12 hours with not less than eight hours break between each shift. Provided that an employee shall not work more than seven 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 ten consecutive shifts. Provided also that in any such span of seven consecutive shifts an employee shall not be rostered for more than two quick shifts, i.e. an evening shift followed by a morning shift where the break between ordinary shifts is less than ten hours.

- (v) 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 local management 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 (xii) 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 management agree, an employee's additional days off duty (ADOs) may be accumulated up to a total of five. This limit on accumulation means that any employee who has already accumulated five ADOs must take the next ADO accruing to her/him when it falls due in accordance with the roster.
 - (b) Subject to service requirements management 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, i.e. broken shifts shall not be worked.
- (ix) One 20 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.
- (x)
 - (a) Except in cases of emergency, an employee shall not be employed on night duty for a longer period than eight consecutive weeks, unless the employee so agrees.
 - (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 the employee requests to be employed on night duty and the local management consents.
 - (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) Except in cases of emergency, a trainee enrolled nurse shall not be employed on night duty for more than ten weeks in any one year of training.
- (xi) 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.

- (xii)
 - (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, unless an employee requests otherwise.
 - (b) Where days off are preceded by a night shift an employee may be rostered to return on a morning shift by agreement between the employee and the employer.
 - (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday, with the exception of subparagraph (b).
- (xiii) All rostered time off duty occupied by a trainee enrolled nurse or assistant in nursing in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time necessarily occupied in attending at and sitting for prescribed examinations shall be deemed to be time worked.

5. Rosters

- (i) The ordinary hours of work for each employee, other than the Principal and Nurse Manager Accommodation and Nursing Services, 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 facility 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 5, Hours of Work and Free Time of Employees, 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.

5a. Pilot Roster Projects

- (i) Notwithstanding any other provision of this Award, pilot Roster Projects for the purposes of trialling flexible roster practices or 12 hour shifts 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 delay in responding to, a Pilot Roster Project proposed by an employer.
 - (b) The terms shall include
 1. the duration of the project; and the conditions of the project; and
 2. the award provisions required to be overridden in order to implement the project; and
 3. 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 Roster Project Pilot 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 Department.

6. Reasonable Workloads

(i) Reasonable workload principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) the workload assessment will take into account measured demand by way of clinical assessment, including dependency skill mix and geographical and other local requirements/resources;
- (b) the work performed by the nurse will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle;
- (c) the work will be consistent with the duties within the nurse's classification description and at a professional standard so that the care provided or about to be provided to a client shall be adequate, appropriate and not adversely affect the rights, health or safety of the client or nurse;
- (d) the workload expected of an nurse 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;
- (e) a nurse will not be allocated an unreasonable or excessive nursing workload or other responsibilities;
- (f) a nurse shall not be required to work an unreasonable amount of overtime; and
- (g) a nurse'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.

(ii) Skill Mix

- (a) The staffing mix at an individual unit level will be determined by an assessment of client's needs and the availability of support staff. This will involve a consolidated review of all existing client assessments and plans, including:
 1. the clients individual support plan;
 2. health assessments, health care plans or healthy lifestyle plans;
 3. nutrition and or swallowing assessments and any associated plans; and
 4. client risk behaviours, assessments and any associated management plans.

The above assessments may have been developed by a range of health and allied health professionals, in conjunction with registered nurses.

- (b) The review will identify the specific client needs on the unit that require the specialised input or supervision of a registered or enrolled nurse. It will also identify what client care and support tasks can be undertaken by an Assistant in Nursing. This will be the basis on which the staff mix for an individual unit will be determined and it will be translated into the unit roster.

- (c) The process will be documented by:
 1. listing the client assessments and plans considered in developing the staffing profile for the unit;
 2. identifying in writing the specialist input or supervision requirements for clients in the unit;
 3. identifying in writing the client care and support tasks that will be undertaken by an Assistant in Nursing; and
 4. completing on a standard roster template the shifts to be filled by an Assistant in Nursing, Enrolled Nurse and Registered Nurse.
 - (d) The recommendation on unit staffing will be forwarded to the facility Reasonable Workload Committee for endorsement.
- (iii) 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, skill mix, training, and planning for devolution to community based services 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.
 - (b) 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.
- (iv) Structure of reasonable workload committees
- (a) Upon request by the Association, nurse(s) employed in a Large Residential Service or the employer, a reasonable workload committee shall be established for the relevant service. Such requests shall be made to the Chief Executive Officer of the facility or the Regional Manager Accommodation and Respite as appropriate.
 - (b) 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 facility. Committee size will be determined by agreement between the Association and the employer. Every endeavour shall be made to minimise the size of the workload committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.
 - (c) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.
 - (d) 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.
 - (e) 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.

- (v) Grievances in relation to workload
 - (a) Notwithstanding the provisions specified in sub-clauses (ii) to (iii) of Clause 18 - 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 unit level with the Nursing Unit Manager responsible (or the appropriate manager).
 - (c) If the matter remains unresolved, it should be referred to the appropriate Nurse Manager or Principal Nurse Manager depending on the nursing executive structure of the facility in which the grievance has arisen.
 - (d) If the matter remains unresolved, it should be referred to the appropriate facility reasonable workload committee for consideration and recommendation to management.
 - (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of Clause 18 - Disputes in this Award.

7. Classification of Positions

All employees to whom this award applies shall be appointed to a position which is classified in accordance with the following definitions:

"Assistant in Nursing" means a person, other than a registered nurse, trainee or enrolled nurse, who is employed in nursing duties, and includes for salary purposes a person currently undertaking an education program leading to registration by the Board.

"Clinical Nurse Consultant" means a registered nurse appointed as such to a position approved by the Department 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 she/he is appointed, or such other qualifications or experience deemed appropriate by the Department.

"Clinical Nurse Educator" means a registered nurse who is required to implement and evaluate educational programs at the unit level. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education in a unit/units and/or in complex health care CRC's .

A nurse will achieve Clinical Nurse Educator status by being required by the Centre to provide the educational programs detailed above. A Clinical Nurse Educator will be required to possess, or obtain within a specified period, a Certificate IV Workplace Assessor qualification.

"Clinical Nurse Specialist" means a registered nurse with relevant post basic qualifications and 12 months experience working in the clinical area of his/her specified post-basic qualification, or a minimum of four years post-basic registration experience, including three years experience in the relevant specialist field, and who satisfies the criteria determined by local management.

"Enrolled Nurse" means a person enrolled by the Board as such.

"Enrolled Nurse - Medication Endorsed" means a person enrolled by the Board and endorsed to administer medications by the Board.

"Nurse, Learning and Development Officer" means a registered nurse who has relevant experience and who is appointed to such a position who is responsible for the development, implementation and delivery of nursing and other Departmental education programs. Education programs shall mean courses conducted such as post-registration certificates, continuing nurse education, new graduate orientation, post-registration enrolled nurses' courses and, where applicable, general staff learning and development courses. A Nurse Learning and

Development Officer will be required to possess, or obtain within 12 months of appointment, a Certificate IV Workplace Assessor qualification.

A Learning and Development Officer who holds relevant tertiary qualifications in education or tertiary post-graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as a sole Learning and Development Officer in a facility shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse, Learning and Development Officer shall be on completion of 12 months satisfactory service. Progression shall not be beyond the 3rd year rate unless that person possesses the qualifications detailed in the previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above shall progress to the 4th year rate after completion of 12 months satisfactory full-time service.

"Nurse Manager" means an employee who is allocated to a nurse manager grade in accordance with Schedule 1 of this part.

"Nurse Manager Accommodation and Nursing Services" means a registered nurse who has responsibility for the provision of supported accommodation, respite and associated support services in a residential centre. The Nurse Manager Accommodation and Nursing Services is responsible for the delivery of efficient and effective nursing services to achieve the aims of the Centre.

"Nurse Manager Learning and Development Unit" means a registered nurse who has responsibility for the coordination of Learning and Development services to Residences and on a regional basis and in conjunction with the Central Learning and Development Branch.

"Nurse Manager Resource Support Unit" means an employee who is responsible for the efficient and effective allocation of nursing resources on a daily basis.

"Nurse Systems Support Co-ordinator" means a registered nurse who is responsible for the monitoring, quality assurance and measurement systems for a Centre's services. The Nurse Systems Support Co-ordinator supports the Nursing Manager Accommodation and Nursing Services in designing, planning and reviewing the quality, efficiency and sufficiency of service systems in a Centre.

"Nurse Systems Support Officer" means a nurse who supports the Nurse Systems Support Co-ordinator by monitoring, analysing and reporting on service systems in a Centre.

"Principal Nurse Manager Accommodation and Nursing Services" means a registered nurse who is responsible for overseeing and coordinating the provision of supported accommodation, respite and associated support services at the Stockton Residences and Westmead/Rydalmere Residences.

"Residential Unit Nurse Manager" means a registered nurse in charge of a unit or group of units and shall include:

"Residential Unit Nurse Manager Level 1", whose responsibilities include:

(a) Co-ordination of client services

1. Liaison with all disciplines for the provision of services to meet client needs.
2. The orchestration of services to meet client needs after discharge.
3. Monitoring catering and transport services.

(b) Unit management

1. Implementation of Departmental policy:

2. Dissemination of information to all personnel.
3. Ensuring environmental safety.
4. Monitoring the use and maintenance of equipment.
5. Monitoring the supply and use of stock and supplies.
6. Monitoring cleaning services.

(c) Nursing staff management -

1. Direction, co-ordination and supervision of nursing activities.
2. Training, appraisal and counselling of nursing staff.
3. Rostering and/or allocation of nursing staff.
4. Development and/or implementation of new nursing practice according to client need.

"Residential Unit Nurse Manager Level 2", whose responsibilities in relation to client services, unit management and staff management, are in excess of those of a Residential Unit Nurse Manager Level 1.

"Residential Unit Nurse Manager Level 3" whose responsibilities in relation to client services, unit management and staff management, are in excess of those of a Residential Unit Nurse Manager Level 2.

"Registered Nurse" means a person registered by the Board as such.

"Trainee Enrolled Nurse" means a person who is being trained under a program leading to enrolment by the Board.

"Unit" means a defined client residential area within a Large Residence or a complex health needs Community Residential Centre.

8. Salaries

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

9. Special Allowances

- (i) A registered nurse who is designated to be in charge of a unit for the majority of a day, evening or night shift when the Residential Unit Nurse Manager is not rostered for duty shall be paid an allowance as set in Item 1, of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per shift.
- (ii) A registered nurse (does not apply to persons above the level of Clinical Nurse Educator) who is designated in charge of a Residence of not more than 100 resident clients in the absence of a Residential Unit Nursing Manager (or a more senior nurse) shall be paid an allowance as set out in Item 1 of Table 2, per shift.
- (iii) A registered nurse who is designated to be in charge of a unit when the Residential Unit Nursing Manager is not rostered for duty, and who is designated to be in charge of a Residence of not more than 100 resident clients on the same shift shall be paid an allowance as set out in Item 3 of Table 2, per shift.
- (iv) A registered nurse designated as the Rover in charge at Norton Road or Riverside Centres after hours in the absence of a Residential Unit Nurse Manager (or a more senior nurse) shall be paid an allowance as set out in Item 2, of Table 2, per shift.

- (v) A registered nurse who is designated as the Rover in charge at Casuarina Grove or Kanangra Centres after hours when a Residential Unit Nurse Manager (or a more senior nurse) is not rostered for duty shall be paid an allowance as set out in Item 4 of Table 2, per shift.
- (vi) A registered nurse who relieves in a Nurse Manager After Hours position during short absences of the substantive occupant shall be paid an allowance at a rate calculated on the difference between the rate of pay of the registered nurse and the rate of pay for Nurse Manager Grade 1 year 1 for the time so spent up to 2 hours and for the whole of the shift for time so spent in excess of 2 hours.
- (vii) A nurse who is required to accompany residents/clients on excursions, etc. which necessitate overnight stays shall be paid a minimum allowance equivalent to eight (8) hours pay at ordinary rates for each overnight stay.

9a. Higher Grade Duty

As consistent with Clause 7 Classification of positions 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.

10. 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 6.00 a.m. or finish subsequent to 6.00 PM:
 - (a) Afternoon shift commencing at or after 10.00 a.m. and before 1.00p.m. - 10%;
 - (b) Afternoon shift commencing at or after 1.00 p.m. and before 4.00 p.m. - 12.5%;
 - (c) Nightshift commencing at or after 4.00 p.m. and before 4.00 a.m. - 15%; and
Nightshift commencing at or after 4.00 a.m. and before 6.00 a.m. - 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:
 - (a) "Day shift" means a shift which commences at or after 6.00 a.m. and before 10.00 a.m.
 - (b) "Afternoon shift" means a shift which commences at or after 10.00 a.m. and before 4.00 p.m.

"Night shift" means a shift which commences at or after 4.00 p.m. and before 6.00 a.m. 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 (iii) 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 15, Permanent part-time and Casual 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 16, Recreation Leave.

11. Uniforms

- (i) The Department shall pay an employee involved in direct care of a client allowances as follows:
 - (a) In lieu of supplying shoes to an employee, the Department shall pay the said employee the sum as set out in Item 5 of Table 2 - Other Rates and Allowances of Part B, Monetary Allowances.
 - (b) In lieu of supplying stockings to a female employee, the Department shall pay the said employee the sum as set out in Item 5 of the said Table 2.
 - (c) In lieu of supplying socks to an employee, the Department shall pay the said employee the sum as set out in Item 5 of the said Table 2.
 - (d) The allowances prescribed in this subclause continue to be payable during any period of paid leave.
- (ii) The Department shall pay an employee involved in direct care of a client a laundry allowance as set out in Item 5 of the said Table 2. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
- (iii) Where the employer requires any employee to wear headgear, the facility shall provide headgear free of charge to the employee.
- (iv) Each employee whose duties regularly require them to work out of doors shall be supplied with 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.
- (v) The allowances prescribed by subclauses (i) and (ii) of this clause shall be paid to employees who are involved in direct care of a client. Such payments will be in compensation for the cost of purchasing and maintaining suitable clothing.
- (vi) Provided that a limited number of employees transferred in 1991 under the provisions of Schedule 3 of the Health Administration Act are entitled to 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. In lieu of supplying a uniform to an employee, the Department may pay the said employee the sum as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (vii) An employee, on leaving the service of an employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.

12. Overtime

- (i) Subject to subclause (iii) of this clause, all time worked by employees, other than the Principal Nurse Managers Accommodation and Nursing Services and the Nurse Managers Accommodation and Nursing Services, 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.

- (ii)
 - (a) All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit concerned shall be paid for at the applicable overtime rates.
 - (b) Time worked up to the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit concerned shall not be regarded as overtime but as an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (c) All time worked by a permanent part-time employee in excess of the rostered daily ordinary hours prescribed for a full-time employee, or in excess of an average of 38 per week in each roster cycle, shall be paid for at overtime rates.
- (iii) An employee, other than the Principal Nurse Managers Accommodation and Nursing Services and Nurse Managers Accommodation and Nursing Services, recalled to work overtime after leaving the Department's premises (whether notified before or after leaving the 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), (iii) and (iv) of this clause, a nurse who works directed 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) Employees 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 Department 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 20 minutes for the partaking of a meal and a further 20 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 15, Permanent part-time and Casual 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 Department's premises, and who is required to work for more than four hours, shall be allowed 20 minutes for the partaking of a meal and further 20 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 Department is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.
 - (b) The value of payments for meals shall be varied in accordance with variations to Division 1 of the Public Sector Employment and Management Regulation 2009.

- (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, 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 eight 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 eight consecutive hours off duty in the 24 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 eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Department such an employee resumes or continues to work without having had such eight consecutive hours off duty he or she shall be paid at double time until released from duty for such period and he or she then shall be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (x) Subject to sub-clause (xi) below an employee may be directed by the Department Head or delegate to work overtime.
- (xi) An employee may refuse to work overtime where the working of such overtime would result in the employee working hours which are unreasonable.
- (xii) For the purposes of sub-clause (xii) above, 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, community obligations or study arrangements;
 - (c) the urgency of the work required to be performed, the impact on operational commitments and the effect on client services;
 - (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.

13. 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 Department 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 Department making their deposits with such financial institutions, but in such cases, the Department

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, 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) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.

(a) Underpayment:

1. 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;
2. 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.

(a) Overpayment:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 Department 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.

14. Registration Or Enrolment Pending

- (i) A trainee enrolled nurse who has passed the examination prescribed by the Board, completed the course of training and applied for enrolment shall, upon enrolment, be paid as from the date of application for enrolment the salary to which she or he would have been entitled if enrolled.
- (ii) A nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as and from the date she or he is notified that she or he is eligible for registration or enrolment as a registered nurse or enrolled nurse provided that she or he makes application for registration within seven days after being so notified.

15. Permanent Part-Time and Casual Employees

Part I - Permanent Part-Time Employees

- (i) A permanent part-time employee is one who is appointed to work a specified number of hours each week which are less than those prescribed for a full-time employee. Provided that, the Department 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) Subject to subclause (iii) of this clause, employees engaged under Part 1 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 11, Uniforms, 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.
- (iii) Permanent part-time employees shall accrue recreation leave at the rate of four weeks per annum. Clause 16, Recreation Leave, shall not apply to permanent part-time employees (except for subclause (v) of the said clause 16).
- (iv) 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 ordinary hours on a public holiday shall have one day or one half day, as appropriate, added to her/his period of recreation 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 recreation 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, i.e. the employee's roster must not be changed to avoid payment of the public holiday.
- (v) In this Part, ordinary pay, for the purposes of sick leave and recreation leave, shall be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.
- (vi) 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.

Part II - Casual Employees

- (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 8, Salaries, plus fifteen per centum thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 11, Uniforms.
- (iii) With respect to a casual employee, the provisions of clause 12, Overtime, and clause 16, Recreation Leave, 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.
- (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 16, Recreation 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.
- (vi) Where a casual employee has been notified by the Department of a time to commence an engagement and that engagement is subsequently cancelled by the Department 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.
- (viii) 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 Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 1. the employee or employee's spouse is pregnant; or
 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 casual employees are not affected, other than in accordance with this clause.

- (ix) 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 (x) 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 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 (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) 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 an employer to engage or not to engage a casual employee are otherwise not affected.
 - (d) The casual employee shall, if required,
 1. (A) 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
 2. 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.

- (x) A family member for the purposes of (ix)(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 and legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or 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.

- (xi) 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 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 (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) 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 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.

16. Recreation Leave

- (i) A full time shift worker shall accrue recreation leave at the rate of six weeks per annum, in recognition of the fact that they are required to work on public holidays unless rostered off duty on those days as part of their normal rostered days off.

A day worker shall accrue recreation leave at the rate of four weeks per annum.

- (ii)
- (a) A full time shift worker who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary 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) A day worker who is required to and does work on a public holiday shall be paid in addition to the appropriate ordinary rate of pay, an additional rate of time and a half resulting in a total payment of double time and a half for time so time so worked. 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 in lieu of the additional payment above the employee may elect to have an additional day added to their recreation leave and be paid at the rate of one half time extra for the time actually worked.
- (c) To leave prescribed by subclause (i) of this clause, there shall be added one working day or one half working day for each special public holiday or half public holiday (not being one of the ten specifically named public holidays prescribed by subclause (iii) of this clause, or a special day proclaimed in lieu of any of them), which may occur during the qualifying period for recreation leave or during the period of recreation leave.
- (iii) For the purpose of this clause the following are to be public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labor Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.
- (iv) In addition to those public holidays prescribed in subclause (iii) of this clause, a full time shift worker is entitled to an extra public holiday each year. Such public holiday will occur on a day between Christmas Day and New Year's Day as determined by the Department 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.
- (v)
 - (a) In addition to the leave prescribed by subclause (i) of this clause, a full time shift worker who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional payment as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during qualifying period of employment for recreation leave purposes	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	one week's ordinary salary

- (b) In lieu of payment employees, entitled to an additional payment by virtue of this subclause, may elect to take leave equivalent to the value of their additional payment entitlement. The election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (vi) The ability to elect to take leave under (ii)(b) and (v)(b) of this clause is not available to employees with excess recreation leave.

17. Senior Nurse Management Structure

- (i) Each residence shall have a Nurse Manager Accommodation and Nursing Services in charge and such other support positions as agreed between the Department and the Association.
- (ii) The grading of Nurse Manager positions in each Residence will be determined in accordance with Schedule "1" of this Part.
- (iii) The grading of the Principal and Nurse Manager Accommodation and Nursing Services may be reviewed by the Department and the Association where there is a significant change in Resident Client

numbers, and adjusted accordingly. Where the grading of such a position is altered to a lesser grade, and the affected position is substantively occupied, the incumbent of the position will retain the higher grading on a personal basis.

18. 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 work location, 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 Department's 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 two 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 (i.e. at facility or Department 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 Department 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.
- (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 Department 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.

19. Grading Committee

A central Committee consisting of two representatives of the Department and two representatives of the Association shall be constituted to consider and make recommendations to the Department in relation to:

- (a) Any proposals to alter the grading of any existing or established new positions of Residential Unit Nursing Manager where agreement cannot be reached at the local level.
- (b) The grading of Nurse Manager positions which are affected by a change in Resident Client numbers.

- (c) The date of effect of any grading recommended.

Provided that:

1. An employee shall, whilst the grading or remuneration of his/her position is under consideration, be ineligible to be a member of the Committee;
2. the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
3. 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.
4. the limitation of retrospectivity shall not apply to RUNM positions that are re-graded as part of the transitional arrangements to the new award structure. This provision shall lapse effective 30 June 2005.

20. 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, 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 the legislation referred to in this clause.

Notes -

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

21. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 8, Salaries, of this Award, and Part B to this Award, an employee may elect, subject to the agreement of the Department, to sacrifice a portion of the salary payable under clause 8 and Part B to this Award, 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 may be up to one hundred (100) percent of the salary payable under clause 8 or one hundred (100) percent of the currently applicable superannuable 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) 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 PAYE 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 clause 8 of this Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iii) 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's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (iv) Where an employee makes an election in terms of subclause (iii) of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- (v) 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*;
 - (d) *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) *First State Superannuation Act 1992*,the employee's Department must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- (vi) Where, prior to electing to sacrifice a portion of their salary to superannuation, an employee had entered into an agreement with their Department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) of this clause, the Department or agency will continue to base contributions to that fund on the salary payable under clause 8 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.

22. Area, Incidence and Duration

- (i) This award applies to all employees as defined in clause 2, Definitions.
- (ii) This Award rescinds and replaces the Nurses' (Department of Family and Community Services - Ageing, Disability and Home Care) (State) Award 2016 published 29 July 2016 (380 I.G. 462) and all variations thereof.
- (ii) This award will take effect from the first full pay period to commence on or after 1 July 2017 and remain in force until 30 June 2018.

SCHEDULE 1 OF PART A

Nurse Manager and Administrative Support Positions, Large Residential Centres

Principal Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 8

Principal Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 7

Stockton, Metro Residences

Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 5

Casuarina Grove, Kanangra, Norton Road, Riverside, Stockton, Rydalmere, Westmead.

Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 4

Tomaree and Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite.

Nurse Systems Support Coordinator (NSSC)

Level 4

Stockton, Rydalmere, Westmead

Level 3

Casuarina Grove, Kanangra

Level 2

Norton Road, Riverside

Level 1

Tomaree, Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite Cluster.

Nurse Systems Support Officer (NSSO)

Level 3

Stockton, Rydalmere, Westmead

Level 2

Casuarina Grove, Kanangra

Level 1

Norton Road, Riverside

Nurse Manager Learning and Development - Nurse Manager Grade 3

Metro Residences, Hunter Residences

Nurse Manager Resource Support Unit - Nurse Manager Grade 3

Metro Residences, Hunter Residences

Nurse Manager After Hours - Nurse Manager Grade 1

Westmead, Rydalmere and Stockton

PART B
MONETARY RATES

Table 1 - Salaries

	1st full pay period to commence on or after 01.07.17 (2.5%) \$ per annum
Assistant in Nursing	
Under 18 years - 1st Year of Experience	35,724
Under 18 years - 2nd Year of Experience	37,336
Under 18 years - Thereafter	38,807
Assistant in Nursing and Trainee Enrolled Nurse's Aide Adult	
Over 18 years - 1st Year of Experience	42,163
Over 18 years - 2nd Year of Experience	43,508
Over 18 years - 3rd Year of Experience	44,867
Over 18 years - 4th Year of Experience	46,257
Trainee Enrolled Nurse	
Under 18 years - 1st Year of Experience	35,779
Under 18 years - 2nd Year of Experience	37,355
Under 18 years - Thereafter	38,851
Trainee Enrolled Nurse	
Over 18 years - 1st Year of Experience	42,206
Over 18 years - 2nd Year of Experience	43,551
Over 18 years - 3rd Year of Experience	44,918
Thereafter	46,323
Enrolled Nurse	
1st Year of Service	51,801
2nd Year of Service	52,936
3rd Year of Service	54,078
4th Year of Service	55,222
Thereafter	56,375

Enrolled Nurse - Medication Endorsement	
1st Year	54,524
2nd Year	55,697
3rd Year	56,878
4th Year	58,062
5th Year & Thereafter	59,253
Nurses undergoing pre-registration training other than as a student	50,638
Registered Nurse	
1st Year of Service	58,727
2nd Year of Service	61,936
3rd Year of Service	65,127
4th Year of Service	68,551
5th Year of Service	71,947
6th Year of Service	75,353
7th Year of Service	79,217
8th Year of Service	82,483
Clinical Nurse Consultant	
1st Year	103,183
2nd Year	105,543
Clinical Nurse Specialist *No further appointments to this classification after 30 June 2004	85,846
Clinical Nurse Educator	85,846
Nurse Learning and Development Officer	
1st Year	95,227
2nd Year	97,906
3rd Year	100,309
4th Year	105,544
Residential Unit Nurse Manager Level 1	103,467
Residential Unit Nurse Manager Level 2	108,378
Residential Unit Nurse Manager Level 3	111,290
Nurse Systems Support Officer	
Level 1	92,707
Level 2	98,593
Level 3 - 1st Year	103,183
Level 3 - 2nd Year	105,283
Nurse Systems Support Co-ordinator	
Level 1	98,593
Level 2 - 1st Year	103,183
Level 2 - 2nd Year	105,283
Level 3 - 1st Year	103,183
Level 3 - 2nd Year	105,283
Level 3 - 3rd Year	107,374
Level 3 - 4th Year	109,501
Level 4 - 1st Year	107,374
Level 4 - 2nd Year	109,501

Nurse Manager Learning and Development Unit		
1st Year		113,701
2nd Year		115,820
Nurse Manager Resource Support Unit		
1st Year		113,701
2nd Year		115,820
Nurse Manager		
Grade 1 - 1st Year		103,183
Grade 1 - 2nd Year		105,283
Grade 2 - 1st Year		107,374
Grade 2 - 2nd Year		109,501
Grade 3 - 1st Year		113,701
Grade 3 - 2nd Year		115,820
Grade 4 - 1st Year		120,028
Grade 4 - 2nd Year		122,131
Grade 5 - 1st Year		126,325
Grade 5 - 2nd Year		128,459
Grade 6 - 1st Year		132,667
Grade 6 - 2nd Year		134,626
Grade 7 - 1st Year		143,185
Grade 7 - 2nd Year		145,303
Grade 8 - 1st Year		153,711
Grade 8 - 2nd Year		155,815
Nurse Manager After Hours Westmead, Rydalmere and Stockton, Casuarina Grove		
1st Year		103,183
2nd Year		105,283
Principal Nurse Manager Accommodation and Nursing Services		
1st Year		143,185
2nd Year		145,303
Nurse Manager Accommodation and Nursing Services Tomaree, Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite		
1st Year		120,028
2nd Year		122,131
Casuarina Grove, Kanangra, Norton Road, Riverside, Stockton, Rydalmere and Westmead		
1st Year		126,325
2nd Year		128,459

Table Two - Other Rates and Allowances

Item No.	Clause No.	Allowance (Wage Type)	1st Full Pay Period to commence on or after 01.07.16 (2.5%) \$ per shift
1	9(i) & (ii)	Registered Nurse in charge of Unit in absence of RUNM or in charge of Residence of not more than 100 resident clients	32.13

2	9(iv)	Registered Nurse designated as the Rover in charge of a residence after hours (Norton Road, Riverside)	32.13
3	9 (iii)	Registered Nurse in charge in absence of RUNM and in charge of a residence of not more than 100 resident clients	48.29
4	9(v)	Registered Nurse designated as the Rover in charge of a residential centre after hours (Casuarina Grove and Kanangra)	48.29
			\$ per week
5	11(i)	Uniform Allowance	5.96
	11(iii)(a)	Shoe Allowance	1.83
	11(iii)(b)	Stocking Allowance	3.09
	11(iii)c	Sock Allowance	0.58
	11(iv)	Laundry Allowance	4.96

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

PARLIAMENTARY REPORTING STAFF (SALARIES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Speaker Legislative Assembly of NSW and The President Legislative Council of NSW.

(Case No. 2017/180336)

Before Chief Commissioner Kite

22 June 2017

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Area, Incidence and Duration
3.	Classifications and Salaries,
4.	All Incidence of Employment Allowance
5.	Hours of Work and Overtime
6.	Leave Entitlements
7.	Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of other Leave Entitlements.
8.	Saving of Rights
9.	Anti Discrimination
10.	Dispute Avoidance and Settling Procedures
11.	No Extra Claims

PART B

Monetary Rates

Table 1 - Salaries

Table 2 - All Incidence of Employment Allowance

2. Area, Incidence and Duration

- (a) This award shall apply to the employees employed in the classifications specified in clause 3 Classification and Salaries.
- (b) This award rescinds and replaces the Parliamentary Reporting Staff (Salaries) Award published 29 July 2016 (380 I.G. 566).
- (c) This award shall take effect on and from 1 July 2017 and the award will remain in force until 30 June 2018.

3. Classification and Salaries, Adjustments to Rates of Pay

- (a) The classification of positions covered by this award are specified in Table 1 - Salaries of Part B Monetary Rates.

- (b) The minimum salary for employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (c) The payment of increments under the scale of salaries specified in Table 1 shall be subject to satisfactory performance and the approval of the Editor of Debates.

4. All Incidence of Employment Allowance

In addition to the salary rates prescribed in clause 3 Classifications and salaries, employees shall be paid an all incidence of employment allowance as set out in Table 2 - All Incidence of Employment Allowance of Part B Monetary Rates. This allowance is in respect of all incidents of employment in recognition of the special features of Hansard work notably the long hours worked in sitting periods, the level of skills required to be exercised under sometimes extreme difficulties and the stress and pressure placed on the Hansard staff during sitting periods through the requirements of the Parliament. The allowance is to be treated as salary for all purposes. Hansard staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.

5. Hours of Work

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Editor of Debates.
- (b) Reporting staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.
- (c) The Editor of Debates may require a staff member to perform extended hours of duty associated with the sittings of the Houses of Parliament and their Committees, but only if it is reasonable for the staff member to be required to do so. In determining what is reasonable, the staff member's prior commitments outside the workplace, particularly the staff member's 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 extended periods of work, the impact on the operational commitments of the organisation and the effect on client services.
- (d) The Editor of Debates shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

6. Leave Entitlements

- (a)
 - (i) Annual Leave - Reporting staff shall accrue 30 days annual leave each 12 months of service.
 - (ii) Limits on Accumulation of recreation leave and direction to take leave:

At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Editor of Debates in special circumstances.

Where the operational requirements permit, the application for leave shall be dealt with by the Editor of Debates according to the wishes of the staff member.

The Editor of Debates shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent, and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months, or a longer period if the Editor of Debates considers that appropriate given the requirements of the department.

The Editor of Debates shall notify the staff member in writing when accrued recreation leave reaches 10 weeks or its hourly equivalent and may direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the department.

- (b) All Reporting Staff Working under Job-Share Arrangements Are Eligible to the Leave Entitlements which Will Accrue on a Pro-Rata basis.
- (c) An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.
- (d) Except where otherwise provided by this Award, Reporting staff shall be entitled to the same leave entitlements as found in clauses 39, 40, 41, 43, 44, 45, 47, 48, 49, 50, 51 and 51A of the Crown Employees (Parliament House Conditions of Employment) Award 2015 or any replacement thereof.

7. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements

7.1 Definitions

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State Personal/Carer's Leave Case (30 August 1996). The 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 purposes of this paragraph:
 - 1. 'relative' means - person related to blood, marriage or affinity;
 - 2. 'affinity' means - relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. 'household' means - a family group living in the same domestic dwelling.

7.2 Family and Community Service Leave - general

- (a) The Department Head shall grant to an employee some, or all, of their accrued family and community services leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in sub clause (b). The Department Head may also grant leave for the purposes in sub clause (c). Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of flexible working arrangements or other appropriate leave.

- (b) Family and Community Service Leave replaces Short Leave.

An employee is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the Editor of Debates approves the grant of leave in the particular case.

7.3 Family and Community Service Leave - entitlement.

- (a) Family and community service leave shall accrue as follows:
 - (i) 2 ½ days in the employee's first year of services;
 - (ii) 2 ½ days in the employee's second year of service; and
 - (iii) one day per year thereafter.
- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discreet, 'per occasion' basis to an employee on the death of a person as defined in Clause 7.1 Definitions above.

7.4 Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in subclause 7.3 above, is exhausted, the sick leave provisions under subclause 7.5 may be used by an employee to care for a sick dependant.

7.5 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in subclause 7.1 Definitions of this clause.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's 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 7.5 (b) above, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Editor of Debates may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 7.5(c) above.
- (e) 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 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.

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.

7.6 Time Off in Lieu of Payment for Overtime

There is no provision for time off in lieu of overtime as clause 4, All incidence of Employment Allowance replaces payment for overtime with an annual allowance prescribed in this award.

7.7 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 a later time, during the spread of ordinary hours, 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 for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

7.8 Use of other leave entitlements

The Editor of Debates 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:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

7.9 Grievance and dispute handling process

In the event of any grievance or dispute arising in connection with any part of the provisions of this determination, such a grievance or dispute shall be processed in accordance with the grievance and dispute handling provisions in clause 11 of this award.

8. Saving of Rights

At the time of the making of this award, no employee covered by this award will suffer a reduction in his or her rate of pay or loss or diminution in his or her conditions of employment as a consequence of the making of this award.

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 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 the legislation referred to in this clause

10. Dispute Avoidance and Settling Procedures

While the steps in the procedure are being followed, normal working arrangements are to continue. However, if because of the nature of a grievance or dispute it is not possible to maintain normal working arrangements while the procedure is being followed, the Clerks may authorise alternative working arrangements.

Step 1

The employee(s) should advise their supervisor as to the nature of the grievance or dispute, request a meeting to discuss it and state the remedy sought. Where possible, the grievance or dispute should be given to the supervisor in writing.

The supervisor and employee(s) should meet within three working days of the grievance or dispute being lodged, in an attempt to resolve the matter.

If the grievance or dispute is not resolved, proceed to Step 2.

Step 2

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and the Editor of Debates. This meeting should be held within five working days of the conclusion of Step 1.

If the grievance or dispute is not resolved, proceed to step 3.

Step 3

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and paid union official, and the Editor of Debates and one or both Clerks and/or their representatives. The meeting should be held within five working days of the completion of Step 2.

If the grievance is not resolved at this stage, the Clerks will provide a written response to the employee(s) who lodged the grievance or dispute. The response will give reasons why any proposed remedy has not been agreed to or implemented.

If the grievance or dispute is not resolved, proceed to Step 4.

Step 4

If the parties agree, the grievance or dispute may be referred to an independent mediator or arbitrator. At this stage, both parties have the right to refer the matter to the Industrial Relations Commission of New South Wales.

11. 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 Parliamentary Reporting Staff (Salaries) 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.

PART B

MONETARY RATES

Table 1 - Salaries effective from the first full pay period after:

Classification	1 July 2017 \$
Reporter	
1st year of service	91,559
2nd year of service	95,236
3rd year of service	100,246
4th year of service	104,395
5th year of service	107,398
Senior Reporter	110,584
Sub Editor	119,131
Senior Sub Editor	126,227
Deputy Editor	134,001

Table 2 - All Incidence of Employment Allowance - all classifications

1 July 2017 \$
18,462

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*)

EA17/05 - The Hills Shire Enterprise Agreement 2014 - 2017

Made Between: The Hills Shire Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association and The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA14/7.

Approval and Commencement Date: Approved 5 April 2017 and commenced 1 July 2017.

Description of Employees: The agreement applies to all employees employed by The Hills Shire Council located at 3 Columbia Court, Baulkham Hills NSW 2153, who fall within the coverage of the Local Government (State) Award 2014, with the exception of Senior Staff designated in accordance with the provisions of the Local Government Act.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.

INDUSTRIAL GAZETTE

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Key to Abbreviations Used:

<i>(ACC)</i>	—	Award of Commissioner/Committee.
<i>(AIC)</i>	—	Award of Industrial Commission.
<i>(AIRC)</i>	—	Award of Industrial Relations Commission.
<i>(AR)</i>	—	Award Reprint (Consolidation).
<i>(ART)</i>	—	Award of Retail Trade Industrial Tribunal.
<i>(CD)</i>	—	Contract Determination.
<i>(CORR)</i>	—	Correction.
<i>(ERR)</i>	—	Erratum.
<i>(OIC)</i>	—	Order of Industrial Commission.
<i>(OIRC)</i>	—	Order of Industrial Relations Commission.
<i>(RIRC)</i>	—	Award Review by Industrial Relations Commission
<i>(ROIRC)</i>	—	Order following Review by the Industrial Relations Commission
<i>(RVIRC)</i>	—	Variation following Review by Industrial Relations Commission
<i>(VCC)</i>	—	Variation by Commissioner/Committee.
<i>(VCD)</i>	—	Variation of Contract Determination.
<i>(VIC)</i>	—	Variation by Industrial Commission.
<i>(VIR)</i>	—	Variation by the Industrial Registrar
<i>(VIRC)</i>	—	Variation by Industrial Relations Commission.
<i>(VSW)</i>	—	Variation following State Wage Case.

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