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INDUSTRIAL GAZETTE

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(1765)

SERIAL C9473

CROWN EMPLOYEES (CORRECTIONAL OFFICERS, CORRECTIVE SERVICES NSW) AWARD FOR KEMPSEY, DILLWYNIA, WELLINGTON AND JOHN MORONY CORRECTIONAL CENTRES

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(Case No. 100988 of 2021)

Before Commissioner Sloan

25 October 2021

REVIEWED AWARD**AWARD****PART A****1. Arrangement**

Clause No. Subject Matter

PART A

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PART B

Schedule 1 - Salaries and Incidental Allowances
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2. Title

This Award is to be known as the Crown Employees (Correctional Officers, Corrective Services NSW) Award for Kempsey, Dillwynia, Wellington and John Morony Correctional Centres.

3. Definitions

In this Award, unless the content or subject matter otherwise indicates, the following definitions apply:

"Act" means the *Government Sector Employment Act 2013*, or any replacement Act.

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

"Award" means this Award.

"Division Head" means the Secretary of the Department of Communities and Justice.

"Day Worker" means an officer, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 6.00 am and 6.00 pm.

"Corrective Services NSW CSNSW" means a division within the Department of Communities and Justice.

"Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or its replacement.

"Officer" means and includes all adult persons (as defined by the Act), employed on an ongoing, temporary or casual basis, who is assigned to one of the roles covered by this Award

"Permanent Part-time Officer" means an officer who is engaged under the Act for set and regular hours that are less than the full contract hours of this Award.

"Personnel Handbook" means the Public Service Industrial Relations Guide published by the Public Sector Industrial Relations Secretary, as updated from time to time

"Regulation" means the *Government Sector Employment Regulation 2014*.

"Shift Worker - Continuous Shifts" means an officer engaged in work carried out in continuous shifts throughout the 24 hours of at least six consecutive days without interruption except during meal breaks or due to unavoidable causes beyond the control of the Commissioner.

"Shift Worker - Non-continuous Shifts" means an officer who is not a day worker or a shift worker - continuous shifts.

4. Conditions Fixed by Other Instruments of Employment

4.1 The following Awards, or their replacements, insofar as they fix conditions of employment applying to officers covered by this Award, which are not fixed by this Award, will continue to apply:

Crown Employees (Correctional Officers, Department of Justice - Corrective Services NSW) Award

Crown Employees (Public Service Conditions of Employment) Award 2009

Crown Employees (Transferred Employees Compensation) Award

- 4.2 Except as expressly provided by this Award, and except where conditions are covered by the Awards referred to in subclause 4.1 of this clause, the conditions of officers will be determined by the provisions of the Act, the Regulation, and the New South Wales Public Service Personnel Handbook, or its replacement.

5. Principles of Understanding

- 5.1 The parties acknowledge that this Award has been entered into on the basis of a mutual commitment to operate cost efficient and commercially competitive Correctional Centre administration based on modern correctional practices. In meeting this commitment, the Award provides the terms and conditions of custodial and industrial officers working in roles at Kempsey, Dillwynia, Wellington and John Morony Correctional Centres which are aimed at increasing productivity and flexibility in the conduct of these Centres' operations.
- 5.2 The parties are committed to implement changes to rostering practices and procedures through the promulgation of a 12-week roster comprising three roster cycles and with the preparation of rosters to be undertaken from a centralised location under the control of the Division Head or delegate.
- 5.3 The parties agree that there will be an amicable settlement of disputes through the establishment of effective consultative mechanisms and a joint commitment to closely adhere to the grievance and dispute settlement procedures contained in this Award.

6. Hours of Work

- 6.1 The ordinary hours of employment for day workers will be an average of 38 per week in each roster cycle to be worked Monday to Friday inclusive, provided that, by agreement between the parties, ordinary hours up to a maximum of 12 hours per day may be rostered without the payment of additional hours as prescribed in clause 10 of this Award. Meal allowances are not applicable.
- 6.2 The ordinary hours of employment for shift workers will be an average of 38 hours per week in each roster cycle, provided that, by agreement between the parties, ordinary hours up to a maximum of 12 hours per day may be rostered without the payment of additional hours as prescribed in clause 10 of this Award. Meal allowances are not applicable.
- 6.3 Time taken in partaking of meals will not count as working time unless such meal is taken as a crib break.
- 6.4 A crib break is an entitlement to a paid break of 20 minutes to be taken between the third and fifth hour after the commencement of a shift. The break is to be taken away from the direct work location wherever possible (but still within the correctional centre or work location, but away from inmates) with officers being available to respond to any situation should they be required during this break.
- 6.5 If a crib break referred to in subclause 6.4 is not able to be taken, a Crib Break Penalty may be applicable as set out in clause 12, Meals of this Award.

7. Shift Work

- 7.1 For the purpose of this clause:

Early morning shift means any shift commencing before 6.00 am.

Afternoon shift means any shift finishing after 6.00 pm and at or before midnight.

Night shift means any shift finishing subsequent to midnight and at or before 8.00 am.

- 7.2 Officers up to and including the ranks of Senior Correctional Officer and Senior Overseer classified as shift workers are to be paid the following allowances other than at weekends or on public holidays:

	Percentage
Early morning shift	10%
Afternoon	15%
Night Shift	17 ½ %

7.3 In the event that an officer is rostered on for duty during the Daylight Savings changeover, the officer will receive payment for a standard shift only, i.e. eight hours plus shift allowance if entitled; irrespective of whether the hours worked are seven or nine. An officer working additional hours during the Daylight Savings changeover, will receive payment if entitled under clause 10, based on the actual hours worked i.e. either 7 or 9 hours depending on whether it is the start or finish of daylight saving.

7.4 Officers up to and including the ranks of Senior Correctional Officer or Senior Overseer engaged as continuous shift workers under the Award and who are regularly required to perform rostered duty on Saturdays, Sundays and Public Holidays will receive the following compensation and be subject to the following conditions:

7.4.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.

7.4.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three quarter time extra.

7.4.3 When rostered off on a public holiday - no additional compensation or payment.

7.4.4 When rostered on a public holiday and work performed - additional payment at the rate of half time extra.

7.4.5 Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year	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

7.4.6 Officers above the ranks of Senior Correctional Officer or Senior Overseer engaged as a shift worker receive an annualised salary and therefore are only entitled to the additional payment in paragraph 7.4.5.

7.5 The additional payment will be made after 1 December in each year for the preceding 12 months, provided that:

7.5.1 Where the employment of an officer is terminated, or the officer resigns or retires, the officer is entitled to be paid the additional payment that may have accrued under this paragraph from the preceding 1 December until the date of termination, resignation or retirement.

7.5.2 Payment will be made at the rate applying as at 1 December each year, or at the date of termination, resignation or retirement.

8. Rostered Day Off

8.1 This clause does not apply to officers above the rank of Senior Correctional Officer or Senior Overseer.

- 8.2 The hours of work prescribed in subclauses 6.1 and 6.2 above will be worked on the basis of a rostered day off in each 20 working days of a 28 day roster cycle. Each full-time officer is to accrue 0.4 of an hour each eight-hour day towards having the 20th day off with pay.
- 8.3 An officer's rostered day off will be determined by CSNSW having regard to the needs of the establishment or other sections. Where practicable, a rostered day off will be consecutive with other days off.
- 8.4 Once set, the rostered day off may not be changed in a current roster cycle unless there are agreed unforeseen circumstances prevailing or for other agreed purposes. Where such circumstances exist and the rostered day off is changed, another day will be substituted in the current roster cycle. Should this not be practicable, the rostered day off must be given and taken in the roster cycle immediately following.
- 8.5 The maximum number of rostered days off prescribed in subclause 8.2 above is to be 12 days per annum. There must be no accrual of a rostered day off during the first four weeks of recreation leave.
- 8.6 All other paid leave will contribute towards the accrual of rostered days off except where paid workers' compensation and extended leave is current throughout the roster cycle. Where an officer's rostered day off duty falls during a period of sick leave, the officer's available sick leave will not be debited for that day.
- 8.7 An officer may elect to receive payment in lieu of all rostered days off on an annual basis or may elect to have a rostered day off each roster cycle as prescribed in this Award.
- 8.8 Annual payment in lieu of all rostered days off will be made on the first pay day commencing on or after 1 December each year. Pro rata payments can only be made for the year an officer commences duty at Kempsey, Dillwynia, Wellington or John Morony Correctional Centres.
- 8.9 Officers must make their election in writing at the commencement of each annual period. If no election is made for whatever reason, the default entitlement that will be applied is for the officer to take a rostered day off each roster cycle.
- 8.10 Payment will be made at the rate of salary applying as at 1 December each year; or for pro rata payments, at the rate of salary as at the date an officer commences duty at Kempsey, Dillwynia, Wellington and John Morony Correctional Centres.

9. Shift Handover

- 9.1 The salaries paid to officers covered under this Award and the application of a 38-hour week recognise that additional time may be involved for an officer at the time of shift handover in:
- (a) briefing incoming officers;
 - (b) incoming officers parading prior to relieving security posts, etc.;
 - (c) undertaking a weapons safety check in the presence of the incoming and outgoing officer.
- 9.2 No additional payment are to be paid for this work.

10. Single Rate for Additional Hours

- 10.1 Officers who work additional hours beyond a standard 8 or 12-hour shift, or in excess of 152 hours per roster cycle are to be paid at a single rate of \$51.88 per hour for all additional time worked.
- 10.2 No payment or other compensation for additional hours is to be paid to officers above the rank of Senior Correctional Officer or Senior Overseer, except in cases of emergency.
- 10.3 For the purposes of this Award, emergencies are classed as situations such as riot, fire or hostage.

- 10.4 The rate prescribed in sub-clause 10.1 of this award will be subject to any variation made in accordance with clause 28, Savings of Rights of this award.

11. Ranking Structure

11.1 Custodial Officers:

General Manager

Manager Security

Principal Correctional Officer

Chief Correctional Officer

Senior Correctional Officer

Correctional Officer 1st Class Year 2

Correctional Officer 1st Class Year 1

Correctional Officer Year 2

Correctional Officer Year 1

Correctional Officer Probationary

Correctional Officer (Training)

11.2 Industrial Officers:

Principal Industry Officer Level 1

Principal Industry Officer Level 2

Chief Industry Officer

Senior Overseer

Overseer

12. Allowances

12.1 Hosiery

An allowance is payable to female officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing) as shown in Schedule 2 - Other Allowances, of Part B.

12.2 Meals

12.2.1 Members of staff are not entitled to meal monies except when working additional hours, where payment will be made in accordance with clause 94, Overtime Meal Allowance of the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

12.2.2 Payment of an allowance at the rate equivalent to the dinner rate provided in Clause 94, Overtime Meal Allowance, of the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement will be made to members of staff working double shifts.

12.2.3 A Member of Staff performing Authorised External Escorts who is unable to take a twenty (20) minute paid crib break away from the supervision of inmates between the third and fifth hour from the commencement of a shift will be paid an allowance - called a Crib Break Penalty.

12.2.3.1 For "A" watch an amount equivalent to the rate for lunch money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

12.2.3.2 For "C" watch an amount equivalent to the rate for dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

12.2.3.3 For "B" watch an amount equivalent to the rate for breakfast money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

12.2.4 For the purpose of this clause:

"Authorised External Escort" includes but is not limited to medical/hospital escorts, funeral escorts, officer escorts and Court Escort & Security Unit (CESU) officer. It does not include escorting and/or supervising inmates or offenders on Mobile Outreach Programs, Community Partnership Programs or in the community setting.

"Member of Staff" means an officer, a temporary employee or a casual employee as defined in the *Government Sector Employment Act 2013*.

12.2.5 The Crib Break Penalty set out in paragraph 12.2.3 above is in lieu of overtime.

13. Recreation Leave

13.1 Officers are entitled to Recreation Leave as follows:

- (a) Officers engaged as day workers are entitled to recreation leave in accordance with the provisions of the Recreation Leave clause of the Conditions Award or any replacement, that is, four weeks' paid leave for each completed year of service.
- (b) Officers engaged as shift workers who are regularly required to perform rostered duty on Sundays and Public Holidays are entitled to six weeks' recreation leave inclusive of public holidays and further compensation in accordance with the provisions of subclause 7.4 of this Award.
- (c) At least two consecutive weeks of recreation leave must be taken by officers every 12 months, except by written agreement with the Division Head or delegate in special circumstances.
- (d) Shift workers may elect to receive payment in lieu for 10 days of their yearly recreation leave entitlement. The additional payment will be made on the commencement of the mandatory two consecutive weeks' recreation leave referred to in paragraph (c) above.
- (e) Permanent Part-time Officers are entitled to pro rata recreation leave calculated in accordance with the proportion of full-time officers' hours they work.

14. Annual Leave Loading

14.1 The Annual Leave Loading payable to all officers up to and including the rank of Senior Correctional Officer or Senior Overseer, employed as shift workers will be 20% in lieu of all other entitlements under this heading.

14.2 Annual Leave Loading payable to day workers will be paid in accordance with the provisions of the Annual Leave Loading clause of the Conditions Award.

15. Allowance for Temporary Assignments

- 15.1 Subject to this clause, an officer who is required to perform duties in a higher role from time to time will, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher role be paid an allowance at the difference between the officer's present remuneration, and the salary and allowance, where applicable, prescribed for the higher role
- 15.2 This higher duties allowance is to be paid on a daily basis.

16. Performance Management

- 16.1 CSNSW's Performance Management System will be used as a process of identifying, evaluating and developing the work performance of all officers. This will ensure CSNSW meets its corporate objectives and, at the same time, will benefit officers by way of providing information, establishing agreed targets, providing performance feedback and enhancing rapport with supervisors.
- 16.2 Officers occupying roles of General Manager, Manager Security, Principal Correctional Officer, Chief Correctional Officer, Principal Industry Officer and Chief Industry Officer must enter into a performance agreement with CSNSW.

17. Permanent Part-Time

- 17.1 CSNSW is committed to providing permanent part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.
- 17.2 Part-time work arrangements must be acceptable to both CSNSW and the officer and will be in accordance with the provisions of the *Industrial Relations Act 1996* and the Flexible Work Practices Policy and Guidelines issued by the then Public Employment Office in October 1995.

18. Professional Conduct

18.1 Corporate Plan

Officers will be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives as expressed in the CSNSW Corporate Plan.

- 18.2 Officers will perform their duties diligently, impartially and conscientiously to the best of their ability. All officers will be professional in their conduct with the public, other staff and inmates.

18.3 Dress Policy

Officers must comply with the requirements of the CSNSW Dress Policy and associated orders as published in the CSNSW Dress Manual; will ensure their dress and grooming is of the highest standard; and will wear and display CSNSW name tags on a voluntary basis except in areas where there is contact with the public, such as Visits, Gates and Reception Areas.

- 18.4 Officers are expected to have a thorough knowledge of and practise Case Management Principles, as defined by CSNSW's policy and procedures, and will diligently perform the duties required to implement them. All officers will participate in Case Management.

19. Equality of Employment and Elimination of Discrimination

The parties are committed to providing a work environment which promotes the achievement of equality and elimination of discrimination in employment.

20. Harassment-Free Workplace

- 20.1 CSNSW is committed to ensuring that officers work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment

is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant.

Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.

- 20.2 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age will not be condoned by CSNSW or the Association.
- 20.3 Supervising Officers at all levels will prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 20.4 All officers are required to refrain from perpetuating, or being party to, any form of harassment.

21. Anti-Discrimination

- 21.1 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.
- 21.2 It follows that in, fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have an obligation 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.
- 21.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an officer because the officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 21.4 Nothing in this clause is to be taken to affect:
- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to persons under 21 years of age;
 - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
 - (d) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 21.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

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

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

22. Work Health and Safety

- 22.1 At all times management and officers will comply with the *Work Health and Safety Act 2011*.

22.2 The parties are committed to maintaining an accident-free and healthy workplace through:

- (a) Implementation of appropriate health and safety procedures.
- (b) Appropriate management and risk assessment practices.
- (c) The active and constructive involvement of all officers in promoting improvements to occupational health, safety and officer welfare.
- (d) Management and employee participation on Health and Safety Committees.

23. Flexible Working and Operational Arrangements

23.1 The parties to this Award are committed to introducing greater flexibility in working arrangements, wherever practicable. This includes part-time work, job sharing, part-time leave without pay, career break scheme, part-year employment and variable leave employment as contained in the Flexible Work Practices guidelines.

23.2 Consultative Committee

The parties are prepared to discuss all matters raised which are designed to increase flexibility and enhance the smooth running of the correctional centres. A consultative committee will be established in each correctional centre consisting of management and Association representatives. This committee will meet on a regular basis to discuss any matter relevant to the operation of this Award or any other matter considered relevant to the maintenance and improvement of employee relations between the parties during the terms of this Award, and thereafter.

23.3 Local Management Board

A Local Management Board must be established at each correctional centre to provide advice regarding the operation and routines of the correctional centre. Elected representatives of the Prison Officers Vocational Branch of the Association will be allocated two positions on this Local Management Board.

23.4 Directed Duties

The parties recognise that the nature of the correctional environment may present emergent situations or that unforeseen circumstances may alter the usual operation of a correctional centre on a short-term basis. In these circumstances, an officer may be directed to carry out such duties as are reasonably within the limits of the officer's skill, competence and training.

23.5 The General Manager or supervising officer may direct an officer to carry out such duties and use tools and equipment as may be required, provided that the officer has been properly trained in those duties and in the use of the tools and equipment.

23.6 Any direction made pursuant to this clause must be consistent with the correctional centre's security requirements, as assessed by the General Manager or most senior officer available at that time, and CSNSW's obligation to provide a safe and healthy work environment.

24. Deduction of Association Membership and Legal Fees

24.1 The Association will provide CSNSW with a schedule setting out the Association's fortnightly membership and legal fund fees payable by members of the Association in accordance with the Association rules.

24.2 The Association will advise CSNSW of any change to the amount of fortnightly membership and legal fund fees made under its rules. Any variation to the schedule of the Association's fortnightly membership and legal fund fees are to be provided to CSNSW at least 28 days in advance of the variation taking effect.

- 24.3 Subject to the above clauses, CSNSW will deduct the Association's fortnightly membership and legal fund fees from the pay of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised CSNSW to make such deductions.
- 24.4 Monies so deducted from the officer's pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to the officer's membership accounts.
- 24.5 Unless other arrangements are agreed to by CSNSW and the Association, all Association membership and legal fund fees will be deducted by CSNSW on a fortnightly basis.

25. Grievance and Dispute Resolution Procedures

- 25.1 The aim of this procedure is to ensure that industrial and officer grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level in the workplace.
- 25.2 A grievance may be defined as:

A statement or approach by an officer to a supervisor on a work-related problem, concern or complaint which may relate to:

- (a) harassment and/or discrimination on the basis of sex, race, marital status, disability, sexual preference or age; or
- (b) interpersonal conflict at work, including supervisor, officer and co-worker conflicts; or
- (c) unfair allocation of development opportunities; or
- (d) lack of communication of work-related information; or
- (e) a difficulty concerning the interpretation or application of a CSNSW's policy or procedure.

- 25.3 A dispute may be defined as:

An issue in relation to any matter contemplated by this Award and related to its application, operation or interpretation.

- 25.4 The parties to this Award are committed to following the steps set out below and will continue to work normally as these procedures are being followed. No party will be prejudiced as to final settlement by the continuance of work in accordance with these procedures.
- 25.5 Where a matter does not fall within the definition of a grievance, it will be regarded as a dispute and is to be dealt with in accordance with the following procedures:

Step 1: The dispute is discussed between the officer(s) and the relevant supervisor. If the dispute remains unresolved, follow Step 2.

Step 2: The dispute is discussed between the officer(s), the Association's delegate or officer's nominated representative and the supervisor. If the dispute remains unresolved follow Step 3.

Step 3: The dispute is discussed between the next higher level of management and representatives from Industrial Relations, and the Association delegate and/or an Association official or officer's nominated representative. If the dispute remains unresolved, follow Step 4.

Step 4: The dispute is discussed between the most senior representatives of CSNSW and the relevant Association officials and/or officer's nominated representative. If the dispute remains unresolved, follow Step 5.

Step 5: The dispute is discussed with the Division Head and the relevant Association officials and/or officer's nominated representative.

Step 6. The matter may be referred by either party to the Industrial Relations Commission to exercise its functions under the NSW *Industrial Relations Act 1996*, provided the matter is not a claim for general increases in salary or conditions of employment contained in this Award.

Each of the steps will be followed within a reasonable time frame having regard for the nature of the grievance or dispute.

25.6 Continuance of Work

While the parties are attempting to resolve the matter, the parties must continue to work in accordance with this Award and their contract of employment unless the officer has a reasonable concern about an imminent risk to his or her safety. Subject to the *Work Health and Safety Act 2011*, even if the officer has a reasonable concern about an imminent risk to his or her health or safety, the officer must not unreasonably fail to comply with a direction from management to perform other available work, whether at the same correctional centre or another workplace, that is safe and appropriate for the officer to perform.

26. No Further Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2016 by a party to this Award.

27. General

Nothing in this Award will be construed as restricting the Division Head or delegate to alter the duties of any roles or to abolish any roles covered by this Award in consultation with the Association.

28. Savings of Rights

Should there be a variation to the Crown Employees (Public Sector - Salaries 2021) Award, or an award replacing it, during the term of this Award, by way of salary increase, this Award will be varied to give effect to any such increase.

29. Area, Incidence and Duration

29.1 This Award will apply to all officers as defined in clause 11, Ranking Structure, of this Award at Kempsey, Dillwynia, Wellington and John Morony Correctional Centres.

29.2 This award rescinds and replaces the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres published 28 November 2018 (383 I.G. 664).

29.3 This Award will take effect on and from 25 October 2021 until varied or rescinded.

PART B**SCHEDULE 1****Salaries and Incidental Allowances**

1. Annualised Salary Package

Title	Salary \$
General Manager	203,122
Manager Security	171,361
Principal Correctional Officer	132,401
Chief Correctional Officer	123,933

- 1.1 The above salaries are annualised and include compensation for overtime, penalty rates, incidental allowances, shift allowances and 10 Rostered Days Off per annum.
- 1.2 Officers on an annualised salary package are entitled to take the equivalent of a rostered day off in each of the consecutive roster cycles falling in December and January of each year.
- 1.3 Officers working under this arrangement will work 20 days in each 28-day roster cycles for 10 roster cycles; and 19 days in two 28-day roster cycles for two roster cycles only. For the 13th roster cycle, the provisions of subclause 8.5 of this Award will apply.

2. Custodial Officers

Title	Salary \$	Incidental Allowance \$
Senior Correctional Officer	82,690	5407.00
Correctional Officer 1st Class Year 2	77,979	3244.00
Correctional Officer 1st Class Year 1	72,077	3244.00
Correctional Officer Year 2	68,246	2169.00
Correctional Officer Year 1	66,995	1624.00
Correctional Officer Probationary	65,793	1082.00
Correctional Officer (Training)	65,793	(no allowance)

3. Industrial Officers

3.1

Title	Annualised Salary \$
Principal Industry Officer Level 1	138,067
Principal Industry Officer Level 2	131,401
Chief Industry Officer	125,159

- 3.1.1 The above salaries are annualised and include compensation for overtime, penalty rates, incidental allowances, shift allowances and 10 Rostered Days Off per annum.
- 3.1.2 Industrial Officers on an annualised salary package are entitled to take the equivalent of a rostered day off in each of the consecutive roster cycles falling in December and January of each year.
- 3.1.3 Officers working under this arrangement will work 20 days in each 28-day roster cycle for 10 roster cycles; and 19 days in two 28-day roster cycles for two roster cycles only. For the 13th roster cycle, the provisions of subclause 8.5 of this Award will apply.

3.2

Title	Salary \$	Incidental Allowance \$
Senior Overseer	91,964	5407.00
Overseer	82,690	3244.00

SCHEDULE 2**Other Allowances**

1.1

Hosiery	\$240.00 per annum	Subclause 12.1
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D. SLOAN, Commissioner

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CROWN EMPLOYEES (DEPARTMENTAL OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(Case No. 165197 of 2021)

Before Commissioner Sloan

27 October 2021

REVIEWED AWARD**PART A****Arrangement**

Clause No.	Subject Matter
1.	Parties to the Award
2.	Intention/Aims of the Award
3.	Definitions
4.	Classification and Salary Rates
5.	Job Evaluation
6.	Qualifications Review Committee
7.	Working Hours and Arrangements
8.	Conditions of Employment
9.	Training
10.	Use of Consultants and Contractors
11.	Employee Assistance Program
12.	Anti-Discrimination
13.	Grievance and Dispute Procedures under this Award
14.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Departmental Officer Salary Rates - Classification and Grades

1. Parties to the Award

The parties to this Award are:

Industrial Relations Secretary, the Department of Customer Service, Department of Planning, Industry and Environment and Department of Regional NSW.

Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

This Award will be binding upon all parties defined herein.

2. Intention/Aims of the Award

This Award provides a framework for management and employees to work together to ensure the ongoing high-level achievement of the Agency's Mission and Objectives. Within this context the parties are committed to the development of a highly motivated, suitably skilled and productive workforce.

The parties will work collaboratively to ensure that the Agency's workforce has and continues to have the necessary skills, knowledge, capabilities and attributes to maintain and enhance its credibility, expertise and standing.

Effective workforce development and succession development are seen as critical to the Agency's future performance and its ability to innovate, respond positively to changes in its operating environment and avail itself of future business opportunities. The Award therefore focuses not only on the revision of conditions of employment, but stresses workforce management and development. It is based on maintaining, improving, developing and rewarding the skills, knowledge, capabilities and attributes required of its workforce and provides a commitment to ongoing employment.

In providing more flexible working conditions for employees, the Award also recognises the need to accommodate work and family issues through flexible working arrangements.

The parties recognise the need to strive to achieve best practice in human resource management and to resolve any issues that may currently exist preventing effective workforce management, employee development and the ability to utilise skills. To this end the parties agree to work, during the life of the Award, towards:

- The creation of a culture which acknowledges the importance and fosters the development of technical, managerial and business skills; together with a progressive outlook;
- Organisation and classification structures that support the business needs of the Agency in the most effective way, provide for appropriate managerial and specialist career paths and allow for innovative opportunities in development and multi-skilling;
- Training and development programs and activities aimed at meeting corporate requirements and priorities as well as individual job and career development needs, (with the support of senior management);
- Equitable development of employees to be achieved by managers conducting performance reviews and offering guidance and direction regarding training and development initiatives. This aims to: facilitate improved on the job performance; provide greater job promotion potential, and prepare for future challenges and opportunities from both the domestic and international environments;
- Senior management supporting managers and employees working co-operatively together to resolve issues that prevent workforce development and to identify opportunities for continuous improvement in Agency operations;
- Development and maintenance of open communication between all levels of the workforce and improvement in communication skills across the organisation;
- Ongoing improvements in safety, quality service and efficiency; and
- A workplace environment that is supportive of management and employees maximising their contribution to the business of the.

3. Definitions

"Act" means the *Government Sector Employment Act 2013*.

"Agency" means the Department of Planning, Industry and Environment, Local Land Services Staff Agency and the Department of Customer Service Customer Service, as specified in Schedule 1 of the *Government Sector Employment Act 2013*.

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

"Departmental Officer" means an employee who is employed in a Departmental Officer classification of this Award within the relevant area of the Agency.

"Employee" means a person employed in ongoing, term, temporary, casual or other employment, or on secondment, in a Public Service agency under the provisions of the *Government Sector Employment Act 2013*, who is assigned to a role classified under this award and includes an employee on probation but does not include the Agency Head, statutory appointees or Public Service senior executive as defined in the Act.

"Grade/Level" means a single grade: General Scale; Grade 1-2; Grade 3-4; Grade 5-6; Grade 7-8; Grade 9-10; Grade 11; Grade 12; as set out in Table 1 Departmental Officer Salary Rates and applied to roles created in terms of the *Government Sector Employment Act 2013* and evaluated in accordance with the Agency's approved Job Evaluation system and the conditions of this Award.

"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.

"Public Service" means the Public Service of New South Wales, as defined in section 3 of the *Government Sector Employment Act 2013*.

"Role" means a role as defined in section 3 of the *Government Sector Employment Act 2013*.

"Agency Head" means the appropriate Secretary of the Department of Customer Service, the Department of Planning, Industry and Environment or the Department of Regional NSW, or the Chief Executive Officer of Local Land Services.

"Service" means continuous service for salary purposes.

4. Classification and Salary Rates

- 4.1 The classification under this Award is titled "Departmental Officer", e.g. Senior Surveyor, Departmental Officer Grade.
- 4.2 The salary rates are set out in Table 1 - Departmental Officer Salary Rates - Classification and Grades, of Part B, Monetary Rates. The rates of pay are set in accordance with the Crown Employees (Public Sector - Salaries 2021) Award or any variation or replacement award.

5. Job Evaluation

- 5.1 The job evaluation system agreed by the parties to this award is the Mercer CED Job Evaluation System. The systematic and objective process of assessing the work value of roles within the Agency will continue to be applied utilising the approved Job Evaluation policy and procedures.
- 5.2 The Job Evaluation Committee will comprise the Agency's human resources Director as chair, a senior manager of the human resources area and two PSA representatives. The Job Evaluation Committee will identify those roles that should be evaluated.
- 5.3 The priority in which roles are to be evaluated will be determined by agreement between Management, the Job Evaluation Committee, and the PSA. Highest priority will be given to areas of the Agency where the greatest benefit to employees in terms of equity will result. Evaluation of identified roles will be completed within 12 months.
- 5.4 Job Evaluation will be managed by the human resources area of the Agency. Staff members and consultants participating in the job evaluation process will be accredited in the Mercer C E D Job Analysis and Job Evaluation process. Where required, Mercer Human Resource Consulting (Cullen Egan Dell CED consultants), a management representative and a PSA representative will perform a quality control check on Role Descriptions to ensure consistency in format and content.

- 5.5 Job evaluation allowance: Where an existing role has been incorporated into a new or revised organisation structure and the work hasn't changed substantially but job evaluation indicates a higher salary level for the same work, and the current occupant is performing satisfactorily in the role, the current occupant of the role may be paid by way of Job Evaluation allowance. Payment by way of Job Evaluation allowance is also subject to the existing occupant of the role having been assigned following a process of competitive merit selection. Where the work has changed substantially, or the role falls vacant the role should be filled by comparative assessment. Payment of a Job Evaluation allowance is an option available for consideration in light of the particular circumstances. The allowance is subject to approval of the appropriate Agency Head on a case-by-case basis, as set out in Premier's Department Circulars No. 97-35 and 98-50, implementation of job evaluation outcomes.
- 5.6 All anomalies with the outcomes of job evaluation will be referred for resolution to the Transition Committee established under clause 5 of this award.

6. Qualifications Review Committee

- 6.1 A Qualifications Review Committee will be convened and will include representatives from management, unions and employees with expertise in the area of qualification. Such representation will consist of two management representatives, two union nominees and may call on employees or external advisers with expertise in the area of the qualification being discussed. The Committee will be constituted for the period of this award for the purpose of making recommendations to the Agency Head.
- 6.2 The Committee will from time to time sit to determine the appropriate skills and qualifications required for given roles within the Agency. The Committee will from time to time also consider the current status of qualifications that are used in this award in relation to the various levels of Departmental Officers as set out in the award. If agreement cannot be reached in this committee, the appropriate Agency Head will facilitate a resolution.

7. Working Hours and Arrangements

The provisions of the appropriate Flexible Working Hours Agreement will apply to the employees of the Agency.

8. Conditions of Employment

Employees regulated by this award will be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions as provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, *Government Sector Employment Rules 2014*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2021) Award* or any awards replacing these awards.

9. Training

The parties agree that all employees will be provided with opportunities for career, professional and personal development. The joint aim is to develop a highly skilled and efficient workforce and to ensure that all employees are sufficiently skilled to meet the present and future needs of the Agency.

The Agency's commitment to training and development will include (but will not be limited to):

- The reimbursement of course fees for employees undertaking tertiary or vocational studies will be 100% on successful completion where the study relates directly to the role occupied. Where a Manager considers that the study does not relate directly to the role but will be beneficial to the organisation, and so approves, reimbursement of fees, upon successful completion, may be within the range of 50% to 100%. The appropriate Agency Head or their delegate will determine any appeal relating to decisions concerning payment of course fees;
- A commitment to the provision of external training programs;

- Implementation of a Performance Development Program;
- The provision of training and re-training wherever re-organisation creates new skill requirements;
- Equipping all employees with skills and ability to enable them to pursue, where possible, their preferred career paths and to improve their opportunities for career advancement;
- Providing training in information technology to enable employees to use the technological tools required to perform their duties;
- Providing the training needed to ensure that those employees, whose performance has been identified as requiring improvement have every opportunity to improve their performance;
- Equity of access to training and development opportunities for all employees, including part time employees;
- Dependant care assistance (dependant care, by way of payment, may be provided to enable employees with dependant responsibilities to pursue training and development opportunities).

During the life of this award, the Agency agrees to examine and implement various options to facilitate skill enhancement and career development for all employees. These options may include:

- Job rotation;
- Secondments;
- Participation in work forums;
- Placements in other organisations with the agreement of the employee;
- Mentor and coaching programs;
- Attendance at conferences and seminars;
- Employees exchange programs with the agreement of the employee.

In order to meet these aims, the following have been agreed by the parties:

- A commitment to updating skill profiles from the Training Needs Analysis process to assist employees and management to determine appropriate training needs;
- To include employees training and development responsibilities in the key accountabilities of all managers and supervisors;
- Individual employees will assume personal responsibility to participate in appropriate training and development and skill-enhancing activities.

The parties also agree to an ongoing commitment to the Vocational Education and Training (VET) system - that is, the promotion and implementation of the Public Sector training package through the NSW Public Sector Industry Training Advisory Body (NSW PSITAB).

This includes embracing the development of a National Competencies training project encompassing:

- An increase in the number of workplace trainers and assessors within the Agency;
- Time for trainers and assessors to recognise the current competencies held by Departmental Officers;

- All in-house training to be in line with National Competency Standards so employees can work toward a nationally recognised public sector qualification.

10. Use of Consultants and Contractors

In line with Government commitments, the parties agree to develop programs to reduce the use of consultants/contractors by greater reliance on the expertise of professional public servants and the development of strict quality control procedures for the engagement of outside assistance.

The Agency agrees to consult with the Association on engagement and use of consultants and contractors.

11. Employee Assistance Program

The Agency will continue to make available to all its employees a free and confidential Employee Assistance Program.

The Employee Assistance Program is an independent and confidential counselling service which provides counselling free of charge for a wide range of personal and/or work-related problems.

12. Anti-Discrimination

- 12.1 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, transgender identity, marital or domestic status, disability, responsibilities as a carer, homosexuality, HIV/AIDS infected or age.
- 12.2 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.
- 12.3 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.
- 12.4 Nothing in this clause is to be taken to affect:
- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to persons under 21 years of age;
 - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 12.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

13. Grievance and Dispute Procedures under this Award

- 13.1 All grievances, disputes or difficulties relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution to higher levels of authority in the Agency, if required.
- 13.2 Employees must notify (in writing or otherwise) their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- 13.3 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 appropriate Agency Head or delegate.
- 13.4 The immediate supervisor, manager, or other appropriate employee, will convene a meeting to resolve the grievance, dispute or difficulty within seven (7) days of the matter being brought to attention.
- 13.5 If the matter is unresolved with the immediate supervisor or manager, the employee may request to meet with the appropriate person at the next level of management in order to review the matter. This employee will respond within seven (7) days. If any matters or issues remain unresolved by both parties then they should be referred to the senior manager of the work area who should include a representative from the human resources area in discussions.
- 13.6 If the matter remains unresolved, the appropriate Agency Head will provide a written response within 21 days to the employee and any other party involved in the grievance, dispute or difficulty, concerning the action to be taken, or the reasons for not taking action, in relation to the matter.
- 13.7 An employee who is a member of an Association may request to be represented by an Association representative at any stage of the procedures.
- 13.8 The employee or Association on his/her behalf, or the appropriate Agency Head, may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 13.9 The employee and/or Association and/or the appropriate Agency Head will agree to be bound by a lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the grievance, dispute or difficulty.
- 13.10 While the procedures are being followed, normal work undertaken prior to the notification of the grievance or dispute will continue, except in the case of a dispute involving Work, Health and Safety. If practicable, normal work will proceed in such a manner to avoid any risk to the health and safety of any employee, or member of the public.
- 13.11 These procedures should be read in conjunction with the Agency's Grievance Resolution Policy and Procedures and in no way diminish Grievance resolution procedures contained in that policy.

14. Area, Incidence and Duration

- 14.1 The award will apply to all employees employed in the classification of Departmental Officer in the Department of Planning, Industry and Environment, the Department of Regional NSW and the Department of Customer Service.
- 14.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Departmental Officers) Award published 27 March 2020 (387 I.G. 489), as varied.
- 14.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the

Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 October 2021.

- 14.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Departmental Officer Salary Rates

Rates are effective from the beginning of the first full pay period (ffppoa) to commence on or after 1 July 2021.

Departmental Officer			
Classifications and Grades		1.7.20 ffppoa	1.7.21 ffppoa
		Per annum 0.3% \$	Per annum 2.04% \$
General Scale	Year 1	37,949	38,723
	Year 2	45,899	46,835
	Year 3	49,470	50,479
	Year 4	50,819	51,856
	Year 5	52,968	54,049
	Year 6	53,928	55,028
	Year 7	55,267	56,394
	Year 8	57,312	58,481
	Year 9	59,389	60,601
	Year 10	61,583	62,839
Grade 1-2 (Level 1)	Year 1	64,973	66,298
	Year 2	66,882	68,246
	Year 3	68,749	70,151
	Year 4	70,636	72,077
Grade 3-4 (Level 2)	Year 1	72,635	74,117
	Year 2	74,827	76,353
	Year 3	77,162	78,736
	Year 4	79,535	81,158
Grade 5-6 (Level 3)	Year 1	85,744	87,493
	Year 2	88,449	90,253
	Year 3	91,916	93,791
	Year 4	94,610	96,540
Grade 7-8 (Level 4)	Year 1	97,443	99,431
	Year 2	100,356	102,403
	Year 3	104,539	106,672
	Year 4	107,864	110,064
Grade 9-10 (Level 5)	Year 1	111,077	113,343
	Year 2	114,201	116,531
	Year 3	118,863	121,288
	Year 4	122,404	124,901
Grade 11 (Level 6)	Year 1	128,473	131,094
	Year 2	133,920	136,652

Grade 12 (Level 7)	Year 1	142,308	145,211
	Year 2	148,578	151,609

D. SLOAN, *Commissioner*

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SERIAL C9478

**CROWN EMPLOYEES (DEPARTMENT OF PLANNING, INDUSTRY
AND ENVIRONMENT - NATIONAL PARKS AND WILDLIFE
SERVICE CONDITIONS OF EMPLOYMENT REVIEWED AWARD
2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(Case No. 120595 of 2021)

Before Commissioner Sloan

13 December 2021

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
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4.	Memorandum of Understanding
5.	Salaries
6.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
7.	Allowances
8.	On Call for Kosciusko National Parks Municipal Services Managed by NPWS
9.	Standby Allowance - Including Standby associated with Declared Incident
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PART B

- Annexure 1 - Salary Schedule for Ranger Classification
- Annexure 2 - Salary Schedule for Project/Research Officer Classification
- Annexure 3 - Salary Schedule for Field Officer Classification
- Annexure 4 - Casual Leave Entitlements

PART C

Memorandum of Understanding

2. Title

- 2.1 This Award will be known as Crown Employees (Department of Planning Industry and Environment National Parks and Wildlife Service) Conditions of Employment Reviewed Award 2021.

3. Definitions

"Accommodation" means - Home, place of abode or residential address, Commercial: hotel/motel/guest house, or an Established/Non Established camp.

"Act" means the *Government Sector Employment Act 2013*.

"Allocated Day Off" means the day/s off that the employee who works set patterns of hours as detailed in this agreement has off each settlement period as a result of that employee accruing the necessary hours.

"Area Manager", classification is Assistant District Manager, means a National Parks and Wildlife Service employee designated as such, who obtained a degree from a recognised university requiring a minimum of three (3) years full-time equivalent study, in an appropriate discipline relevant to the field operations of the Service, or other tertiary qualification as deemed equivalent by the Chief Executive of DPIE.

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

"Award" means an Award as defined in the *Industrial Relations Act 1996*.

"Branch Director" means the employee who manages the parks resources and employees of a Branch and reports to an Executive Director of NPWS.

"Campaign" means those incidents where shift work is introduced by the Incident Controller.

"Casual Employee" means any employee engaged in terms of section 43(4) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.

"Chief Executive" means the head of the Department of Planning Industry and Environment.

"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.

"Crew" means a group of up to five employees assigned under the control of a Crew Leader to undertake incident management duties.

"Crew Leader" means an employee responsible for leading a crew to implement a strategy. The Crew leader ensures the work is undertaken efficiently and safely and is responsible for managing and recording the crew's operations.

"Crew Member" means an employee diverted from their day-to-day activities to undertake work associated with the management of an incident.

"Dependent" means a partner, including same sex partner, husband, wife, child, elderly parent or a family member with a disability.

"Dispute" is a disagreement between an employee or employees and the DPIE concerning employment matters.

"Division Commander" means an employee who is under the direction of an Operations Officer and who is responsible for a number of sectors to which specific work tasks are allocated.

"DPIE" means the Department of Planning Industry and Environment

"Duty Officer" means an employee either rostered for duty, or appointed on standby to serve as a divisional, branch or regional after hours contact, and to monitor and co-ordinate both DPIE responses and other responses to a variety of situations including, but not limited to, escalating fire weather conditions, wildfires, search and rescue, marine mammal strandings, security alarms, asset damage, risks to visitor safety. The responsibilities of a Duty Officer are outlined in the Fire Management Manual and NPWS State Incident Plan.

"Employee" means and includes all persons employed from time to time under the provisions of the *Government Sector Employment Act 2013*.

"Employer for Industrial Purposes" means the Industrial Relations Secretary.

"Employer for all purposes other than Industrial" means the Secretary of the Department of Planning Industry and Environment.

"Family" means a group of persons of common ancestry, or all persons living together in one household or a primary social group consisting of parents and their offspring.

"Fieldwork" refers to work undertaken in the field in an area away from an employee's normal work location, and which precludes the employee from returning to their normal place of abode at the conclusion of each shift.

"Grievance" is any workplace problem that is a concern, complaint or allegation raised internally by an employee against another employee and requires resolution.

"Incident" means an unscheduled activity such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Chief Executive or delegate. (N.B. Does not include hazard reductions)

"Incident duties" means all work involved in emergency incidents effort in which there is DPIE participation from when an event is declared an incident until it is declared over by the Incident Controller. Duties may include: the initial reporting, reconnaissance, organisation of resources, control, mop-up, patrol to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene.

"Monday to Friday Workers" are NPWS employees whose ordinary hours of work are from Monday to Friday inclusive within the bandwidth hours of 6:00 a.m. to 8:00 p.m.

"Nominated working place" means the location where an employee normally commences work.
DPIE

"Ordinary working hours" means the average number of hours an employee is required to work each week.

"Parties" means the Department of Planning Industry and Environment and the Association.

"Pattern of hours" can be either flexible working hours, where start/finish times are flexible within the bandwidth of 6:00 am to 8:00 pm; or, determined where start/finish times are set.

"Planning Officer" means an employee responsible for the collection, evaluation, dissemination and use of information about the incident and status of resources.

"Project/Research Officer" is an employee designated as such, who has obtained a degree in Science or a related discipline from a recognised university requiring a minimum of three (3) years full-time study, or other such qualifications deemed equivalent by the DPIE.

"NPWS" means the National Parks and Wildlife Service of the Office of Environment and Heritage.

"Ranger" is an employee in the NPWS designated as such, who has obtained a degree from a recognised university requiring a minimum of three (3) years full-time equivalent study, in an appropriate discipline relevant to the field operations of the Service, or such other tertiary qualification as deemed equivalent by the Chief Executive.

"Regulation" means the Government Sector Employment Regulation 2014.

"Reporting Officer" means an employee who has direct supervisory responsibility for an employee, for performance management and reporting purposes.

"Rostered Day Off" means a day off in a four-week roster period, taken at a time which is operationally convenient to the DPIE, except those days that are taken as approved leave including flex leave time in lieu or as an allocated day off.

"Secretary" means the Industrial Relations Secretary, as established under the *Government Sector Employment Act 2013*.

"Senior Ranger" is an employee in the NPWS designated as such, who has obtained a degree from a recognised university requiring a minimum of three (3) years full-time equivalent study, in an appropriate discipline relevant to the field operations of the Service, or such other tertiary qualification as deemed equivalent by the Chief Executive.

"Settlement Period" is a four-week roster period.

"Seven Day Roster Workers" are employees whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive) within the bandwidth of 6:00 a.m. to 8:00 p.m.

"Standby" means an approved period of time outside normal working hours, when employees, including Duty Officers, have been directed by the Chief Executive, or delegate, to be readily contactable and to immediately respond as required.

"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 to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

"Temporary Employee" means any employee engaged in terms of section 43(3) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.

"Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, having regard to its respective coverage.

4. Memorandum of Understanding

4.1 The Memorandum of Understanding at Part C was signed by the parties to this award on 10 August 2006 and should, where appropriate be read in conjunction with this award.

5. Salaries

5.1 No employee's substantive salary will drop on entering into the Award.

5.2 Salaries will be those set out in Annexures 1 - 3.

5.3 The salary rates are all inclusive of the following allowances:

- (i) Diving
- (ii) Kosciusko
- (iii) Dry Cleaning
- (iv) Flying

5.4 Salaries for Field Officer classifications are inclusive of leave loading.

5.5 This award is listed in Schedule A of the Crown Employees (Public Sector – Salaries 2021) Award and salaries payable to employees will be in accordance with that award or any award replacing it. The rates set out in Part B, Annexures 1-3 are subject to the rates as set by the Crown Employees (Public Sector Salaries 2021) Award or any award replacing it.

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

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

- (i) ongoing full-time and part-time employees;
- (ii) temporary employees, subject to DPIE convenience; and
- (iii) casual employees, subject to DPIE convenience, and limited to salary sacrifice to superannuation in accordance with subclause 6.7.

6.2 For the purposes of this clause:

- (i) "salary" means the salary or rate of pay prescribed for an employee's classification by Part B Annexures 1 - 3 of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- (ii) "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-HELP payments, child support payments, and judgement debtor/garnishee orders.

- 6.3 By mutual agreement with the Chief Executive, an employee may elect to package a part or all of their post-compulsory deduction salary in order to obtain:
- (i) a benefit or benefits selected from those approved by the Secretary; and
 - (ii) 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.
- 6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 6.5 The agreement will be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with subclause 6.7, a Salary Packaging Agreement will be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Chief Executive at the time of signing the Salary Packaging Agreement.
- 6.7 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:
- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (ii) where the DPIE is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) subject to the DPIE's agreement, paid into another complying superannuation fund.
- 6.8 Where the employee makes an election to salary sacrifice, the DPIE will pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*;
- the DPIE 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.
- 6.10 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 sub-clause 6.9 of this clause, the DPIE 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 DPIE may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the employee makes an election to salary package:
- (i) 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

- (ii) 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, will be calculated by reference to the rate of pay which would have applied to the employee under Part B Annexures 1 - 3 of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12 The Secretary may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations will apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13 The Secretary will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations will 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.

7. Allowances

- 7.1 Allowances payable in the subclauses 7.2, 7.3 and 7.4 will 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):
- 7.1.1 Allowance rates contained in this clause are effective from the first full pay period on or after 1 July 2021.
- 7.2 Boot Allowance
- 7.2.1 A boot allowance is payable to any employee who works in the field where suitable boots are not provided by the DPIE. The allowance is to be a maximum of \$179.00 of boots, on condemnation of the previous pair, endorsed by the Area Manager, or Branch Director NPWS.
- 7.3 Field Allowance
- 7.3.1 This allowance replaces camping allowance contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.
 - 7.3.2 This allowance is payable when an employee is required to stay overnight at a place other than their place of abode or commercial accommodation.
 - 7.3.3 The amounts payable per day of 24 hours, or part thereof (which must involve an overnight stay), are:
 - (i) Where meals are provided by the NPWS, \$80.64 or \$3.33 per hour.
 - (ii) Where meals are not provided by the NPWS, \$128.64 or \$5.36 per hour.
 - 7.3.4 The NPWS will provide the necessary equipment.
 - 7.3.5 In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.
- 7.4 Remote Area Allowance
- 7.4.1 The Remote Area Allowance seeks to compensate staff for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance to partners and family.
 - 7.4.2 "Remote area" means the area of the State of N.S.W. 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. It also includes Nadgee, Montague Island and Lord Howe Island.

7.4.3 The allowances specified in paragraph 7.4.5 Table 1 of this clause, will be paid to those employees who meet the criteria set out in the Public Service Industrial Relations Guide and who live in a remote area as defined in paragraph 7.4.5 Table 2 of this clause.

7.4.4 The allowance replaces the Commonwealth allowance paid to officers on Lord Howe Island.

7.4.5 The rates of the allowances will be:

Table 1

Grade	With Dependents	Without Dependents
A	\$4,897.65	\$3,427.84
B	\$6,530.21	\$4,570.91
C	\$8,162.78	\$5,673.60

Table 2

Grade "A"	All locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.
For the purpose of this Award the following locations will be included in Grades "B" and "C".	
Grade "B"	is payable to employees living in the following locations: Angledook, Barrigun, Bourke, Brewarrina, Clare, Engonia, Goodooga, Ivanhoe, Lake Mungo, Lightening Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Willandra, and including Menindee, Kinchega, Macquarie Marshes and Gunderbooka.
Grade "C"	is payable to employees living in the following locations: Fort Grey, Mootwingee, Mount Wood, Nocoleche, Olive Downs, Tibooburra, Yathong and including Witta Brinna, Tarawi, Irymple, Lord Howe Island and Montague Island

7.4.6 Should employees be located in other remote locations not specified in this Award, the grading for payment will be determined in consultation with the Union.

8. On Call for Kosciusko National Park Municipal Services Managed By NPWS.

8.1 A weekly allowance of \$185 per week (of 7 days) will be paid to employees in the Kosciusko National Park Municipal Services Unit who are directed to be on call.

8.2 The payment will cover all time outside the normal working hours that the employee is required to be available for contact and immediate response to a call.

8.3 Only in exceptional circumstances would the DPIE 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.

8.4 The allowance will compensate the employee for minor follow up work that may result from the call.

8.5 Where the call results in the employee returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the employee

will be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.

- 8.6 Where an employee is required to return to work again after the initial call out, the employee will be paid for the actual time spent attending the second and subsequent call outs.
- 8.7 Extension of this provision to other work areas, classifications or specific jobs will be done in consultation with the Union.

9. Standby Allowance - Including Standby Associated with Declared Incidents

- 9.1 Standby roles - employees may be directed to be on standby as a:
- (i) Duty Officer - either for general standby or associated with a declared incident (refer to clause 3 - Definitions); or
 - (ii) General standby - an employee appointed on standby to respond to after hours duty as required.
- 9.2 Standby duties – employees directed to be on standby must be readily contactable by telephone, radio or mobile phone where one has been issued, during the standby period and be prepared to respond immediately to duty as required. Employees who are not readily contactable and available for immediate response to duty as required, will not be entitled to standby payments.
- 9.3 Duty Officer support - a Duty Officer may have access to the DPIE after hours contact lists, an DPIE vehicle (with radio) and mobile phone (if necessary) dependent on the requirements of the duty to be performed.
- 9.4 Standby hours - the time an employee, can be directed to be on standby is:
- (i) 24 hours on a rostered day off; or
 - (ii) all hours between the finishing time and starting time of the next day on rostered days on; or
 - (iii) for an approved period of time to meet operational requirements with the minimum period being 3 hours.
- 9.5 Standby rates
- 9.5.1 An employee required to be on standby will be paid at the rate of one third their standard hourly rate (not including any loading) or maximum rate for Clerk Grade 8 as varied from time to time plus \$1.00, whichever is the lesser, for the time they are required to be on standby outside their normal rostered working hours.
- 9.5.2 Payment of the standby rates for a Duty Officer directed to be on standby for a declared incident, will be charged to the respective declared incident and the overtime barrier will not apply (except for SES officers) for the duration of the declared incident.

10. Allowance for Temporary Assignments to Higher Roles

- 10.1 Employees who relieve in a higher role for a period of at least 5 consecutive work days will be paid a proportion (from 50-100%) of the difference between the substantive salary rate of the occupant of the higher role and the employee's salary. The proportions shall depend on the range and level of duties performed in the role. Where the role is vacant, an employee relieving in the role will be paid a proportion (from 50% -100%) of the difference between step one of the grading of the vacant role and the employee's substantive salary rate. The proportions will depend on the range of the level of duties performed in the roles.
- 10.2 The terms and conditions of the Allowance for Temporary Assignments to Higher Roles apply for the duration of the relieving period.

- 10.3 The duties and the proportion of the Allowance for Temporary Assignments to Higher Roles will be mutually agreed to prior to the relieving period.

11. Assignment

- 11.1 Assignment to a vacant role will be by way of competitive selection based on the merit principle and in accordance with the provisions of the *Government Sector Employment Act 2013*.
- 11.2 Assignment to a higher starting salary point within the level, grade or class than Year 1 will be determined by the Chief Executive or delegate, following assessment of the successful applicant's educational qualifications, past work experience in a related field and/or relevant competency level.
- 11.3 Rangers - special assignments
- 11.3.1 An employee possessing a minimum of a three year degree from a recognised university at time of assignment, will commence at Ranger Grade 1 Skill Level 1.
- 11.3.2 An employee possessing a minimum of a 4 year full-time equivalent degree (including Honours year or a teaching diploma in addition to a three year degree) from a recognised university at time of assignment, will commence at Ranger Grade 1 Skill Level 2.
- 11.3.3 An employee possessing a Masters Degree or a Doctorate from a recognised university at the time of assignment, will commence at Ranger Grade 1 Skill Level 3.
- 11.3.4 Assignment to a higher salary than those described above, must be based on the employee having demonstrated competencies in accordance with the attached schedule which are assessed by the Area Manager and approved by the delegate.
- 11.4 Project/Research Officers - special assignments
- 11.4.1 An employee with a three year degree in Science or related discipline from a recognised university will commence at Project Officer Grade 1 Year 1.
- 11.4.2 An employee with a four (4) year degree in Science or related discipline from a recognised university (including an Honours year or a teaching diploma in addition to a 3 year degree) will commence at Project Officer Grade 1 Year 2.
- 11.4.3 An employee with a Masters degree or a Doctorate from a recognised university will commence at Project Officer Grade 1 Year 3.

12. Progression

- 12.1 Progression within levels, grades or classes will be by annual increment unless otherwise specified in Part B.
- 12.2 Increments are to be processed by supervisors within one month of receipt.
- 12.3 If increments are not processed within two months of the due date, the increments will be processed automatically, and payment backdated to the due date.
- 12.4 Progression to a higher level, grade or class will be by competitive selection for an advertised vacancy, unless the role is banded across a number of levels, grades or classes.
- 12.5 Progression and competency application for Field Officer, Ranger, Project/Research Officer classifications.
- 12.5.1 Progression within levels or grades will be by annual increment unless otherwise specified in Annexures 1-3.
- 12.5.2 Increments are to be processed by supervisors within one month of receipt.

- 12.5.3 If increments are not processed within two months of the due date, the increments will be processed automatically, and payment backdated to the due date.
- 12.5.4 Progression and competency applications are to be processed by supervisors within three months of receipt.
- 12.5.5 Progression to a higher level or grade will be by competitive selection for an advertised vacancy, unless the role is banded across a number of levels or grades.

13. Project Teams

- 13.1 The Chief Executive or nominee may request employees to perform work in a designated project team.
- 13.2 An employee may decline an offer to work in a designated project team.
- 13.3 When undertaking work in a designated project team, the employee will be paid:
 - (i) the rate for the job as determined by job evaluation; or
 - (ii) at least one salary level higher than their substantive rate.
- 13.4 An employee working in a designated project team on a full-time basis will not be required to carry out the duties of their substantive role in addition to the project duties.
- 13.5 Project team jobs may be either full-time or part-time.

14. Hours of Work

- 14.1 General
 - 14.1.1 The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of employees.
 - 14.1.2 The standard hours of work will be those necessary for the completion of routine work and this clause sets out the ordinary hours and conditions attached to exceptions (other than declared incidents).
 - 14.1.3 Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a settlement period, to be worked between 6:00 a.m. and 8:00 p.m.
 - 14.1.4 Employees, except those classified as Rangers, Senior Rangers, Assistant District Managers, Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors may only be rostered to work ordinary hours between 6:00 p.m. and 8:00 p.m., when the employee agrees.
 - 14.1.5 The parties agree that the appropriate level of service is maintained between the hours of 8:30 am and 4:30 pm on weekdays consistent with the Guarantee of Service Policy.
 - 14.1.6 No employee will be able or be required (other than in incidents) to work more than 10 ordinary hours per shift (exclusive of travelling time).
 - 14.1.7 Pattern of hours is the way hours are worked each settlement period; i.e., start/finish times and days of the week for 7 day roster workers.
 - 14.1.8 The pattern of hours will be agreed to between the employees and management of the area with regard to the needs of the DPIE, the needs of employees and the provision of services to the DPIE's customers.

- 14.1.9 A roster of hours and days must be set and agreed to in writing 2 weeks before the settlement period starts.
- 14.1.10 Hours of work for roles and/or classifications will be as set out in sub-clause 14.2.
- 14.1.11 Permanent changes to the pattern of hours for an employee is subject to consultation with the employee and/or the Union.
- 14.2 Ordinary hours may be organised as follows:
- 14.2.1 Monday to Friday Workers
- (i) Ordinary hours to be worked from Monday to Friday (inclusive).
 - (ii) Except as otherwise provided, all approved work performed outside the bandwidth, on weekends or public holidays is to be paid as overtime in accordance with the provisions of clause 16 - Overtime General, of this Award.
- 14.2.2 Defining Monday to Friday Workers
- (i) A Review Committee will be established for each National Parks and Wildlife Service region for the purpose of determining the number, if any, of roles to be reclassified from Seven Day Roster roles to Monday to Friday Day roles in each branch based on principles agreed between the parties including operational needs.
 - (ii) Following the original determination in 14.2.2(i) above, the Review Committees will meet to review that determination within 12 months.
 - (iii) Subsequent to the review in 14.2.2(ii) above, any further changes will be the subject of consultation between the local delegate and manager based on operational needs.
 - (iv) New employee(s) will be offered a Monday to Friday Roster role if a vacancy exists in this category as determined in paragraphs 14.2.2 (i) and (iii).
 - (v) Disputes arising from the process will be dealt with pursuant to clause 42 - Industrial Grievance Procedure
- 14.2.3 Conversion from Monday to Friday to Seven Day Roster Worker
- (i) The determination of a role being reclassified from Monday to Friday to a Seven Day Roster role will be made by the DPIE on the basis that:
 - (a) Where an employee employed in a Monday to Friday role performs work on more than:
 - 23 weekend days and/or public holidays (total) annually in the case of employees who receive a 17% loading; or
 - 11 weekend days and/or public holiday (total) annually in the case of employees who receive an 8.5% loading,the employee will have the option of choosing to remain a Monday to Friday Day Worker or make a claim to the DPIE to have the role converted to a Seven Day Roster Worker role that attracts the loading; or
 - (b) By agreement between the local manager and delegate, a Monday to Friday Day role is converted to a Seven Day Roster role.

- (ii) Nothing in this clause is intended to derogate from the rights of employee's opt in/opt out rights in paragraph 13.2.5 below.

14.2.4 Seven Day Roster Workers

- (i) Seven Day roster worker is the default category of employment for the classifications listed in paragraph 13.2.4 (ii) except where paragraphs 13.2.2 or 13.2.3 apply.
- (ii) Seven day roster workers include the following classifications: Rangers, Senior Rangers, Assistant District Managers, Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors. This list is not exhaustive. Identification of additional roles will be done in consultation with the union.
- (iii) This provision will also relate to specifically identified roles where the working of a seven day operation is necessary for the efficient and effective operation of the role. Identification of roles that are to be designated Seven Day Roster Workers will be done in consultation with the union.
- (iv) Seven Day Roster Worker employees who were employed prior to 30 August 2010 and who receive the relevant loading under the Award will continue to be entitled to the loading until the employee chooses to opt out and their proposal is agreed to by the local manager pursuant to paragraph 14.2.5. Current employees will retain the loading should they transfer or win a promotion to another role as defined in the default employment category.
- (v) Ordinary hours for employees specified in subparagraphs 14.2.4(ii) and 14.2.4(iii) are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6:00 a.m. to 8:00 p.m., unless otherwise agreed to between the DPIE and the employee concerned
- (vi) Employees working this pattern of hours are to have at least two consecutive full days off per week, unless otherwise agreed to between the DPIE and the employee concerned.
- (vii) Employees are not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the employee agrees to do so.
- (viii) A loading of 17% of annual base salary is payable to Rangers, Field Officers and Senior Field Officers for working up to a maximum of 45 combined weekend days (i.e. Saturdays and Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
- (ix) A loading of 8.5% of annual base salary is payable to Senior Rangers, Assistant District Managers, Field Supervisors and Senior Field Supervisors for working up to a maximum of 22 combined weekend days (i.e. Saturdays and Sundays), and 3 Public Holidays and is paid in lieu of all other penalty rates.
- (x) If an employee agrees to work more than the maximum specified in subparagraphs (viii) or (ix) of this paragraph, no additional payments or day in lieu is to be made.
- (xi) Employees referred to in subparagraphs (viii) or (ix) of this paragraph who are directed to work more weekend days and public holidays than those prescribed for their role, will be paid penalty rates as follows:

Table 3

(a)	Saturdays	a 50% loading for each additional day worked
(b)	Sundays	a 75% loading for each additional day worked
(c)	Public Holidays	a 150% loading for each additional day worked

- (xii) The loading specified in sub-clauses (viii) and (ix) of this clause will be paid for the purposes of superannuation and all paid leave, other than where such leave is for a period of over 3 months.

14.2.5 Opt Out and Opt In

- (i) Where Seven Day Roster employees choose not to be rostered in accordance with Seven Day Roster provisions in the Award and where management can manage the locations concerned without these employees being on the Seven Day Roster, then such employees may opt out of being on a Seven Day Roster subject to:
 - (a) paragraph 14.2.2 being satisfied; and
 - (b) with written approval from the DPIE.
- (ii) Prior to externally advertising a vacant Seven Day Roster role of the same classification that attracts the loading, the role will:
 - (a) in the first instance, be offered to employees from the same Area or Unit that have previously opted out of their entitlement to the loading;
 - (b) if no employees that have previously opted out accept the offer to opt back in, the role will be offered to employees that are Monday to Friday workers in the same Area or Unit as a result of new employment.

14.2.6 Twenty Four Hour Bandwidth Workers

- (i) A 24 hour bandwidth, inclusive of weekends and public holidays, may be implemented for employees required to undertake or assist in duties including but not limited to law enforcement and surveillance as part of their normal duties. A 24 hour bandwidth provides the DPIE with the flexibility required to ensure that such essential and/or urgent tasks, surveillance work, and field work are conducted in an efficient and timely manner.
- (ii) Ordinary hours to be worked from Monday to Sunday (inclusive).
- (iii) Ordinary hours to be worked at any time within a 24 hour bandwidth, with no fixed core time.
- (iv) Except as otherwise provided, all approved time worked in excess of 140 hours per settlement period of 4 weeks will be paid as overtime.
- (v) Employees who are required to work their ordinary hours in a 24 hour bandwidth will perform the work subject to:
 - (a) Not more than 10 hours are to be worked in one day;
 - (b) Hours usually being worked from Monday to Friday;
 - (c) An employee having 2 days off per week;
 - (d) An employee not being directed to work more than 12 consecutive days without the payment of overtime;
 - (e) An employee not being directed to work more than 2 consecutive weekends; and
 - (f) An employee not being directed to work more than 75 days field work per annum.
- (vi) A loading of 9.7% will be paid to all employees working on a 24 hour bandwidth in lieu of any other penalty rates for working ordinary hours on weekends and public holidays.

- (vii) A 24 hour bandwidth will not be implemented where the provisions as per the seven day roster - see sub-clause 14.3 of this Award - will accommodate the operational requirements of the NPWS.
- (viii) Implementation of a 24 hour bandwidth in NPWS will only occur following consultation and agreement of the union.

14.3 Set Pattern of Hours

- 14.3.1 These provisions apply to employees in the Field Officer classification who work a set pattern of hours within each 4 week roster period.
- 14.3.2 The set pattern of hours will be decided and agreed to by the employee and their supervisor at the time each 4 week roster is determined.
- 14.3.3 The starting and finishing times set for the roster period will be within the bandwidth of 6:00 a.m. and 8:00 p.m. (Monday to Sunday) inclusive.
- 14.3.4 The set pattern of ordinary hours of work, exclusive of meal breaks can be worked as:
 - (i) five 7 hour 22 minute days with 22 minutes accruing towards an allocated day off each 4 week roster period; or
 - (ii) four 9 hour 20 minute days with 35 minutes accruing towards an allocated day off each 4 week roster period.
- 14.3.5 The working of four 9 hour 20 minute days per week can only occur with the Area Manager's approval. The employee must give 2 weeks' notice prior to the commencement of this arrangement to the Area or Regional Manager, where possible and 2 weeks' notice of its cessation, by mutual agreement.
- 14.3.6 Any paid leave, e.g. recreation leave, sick leave or Family and Community Service leave, and any public holiday occurring during the settlement period, will be a day worked for accrual of an allocated day off.
- 14.3.7 Days taken as leave without pay do not accrue any time towards an allocated day off.

15. Variation of Hours

- 15.1 Where the DPIE directs that the set starting and finishing times and/or days to be worked be changed, employees must be given at least 2 weeks' notice. (This requirement does not apply in incidents.)
- 15.2 Where the hours and/or days are varied by mutual agreement between the DPIE and the employee within the bandwidth, no penalty is paid.
- 15.3 Where the DPIE provides 2 weeks' notice that the hours and/or days are to be varied, and the variation is within the bandwidth, no penalty will apply.
- 15.4 Where the DPIE does not provide 2 weeks' notice that the hours and/or days are to be varied, and the variation is within the bandwidth, a 25% loading on base salary, based on a 7 hour shift, will apply.
- 15.5 Where the employee requests a variation to hours and/or days and this is agreed by the DPIE, no loading will be paid.
- 15.6 In respect of Hazard Reduction Burns, there is a period of two months in each calendar year where the daily bandwidth of hours will be 6:00 a.m. to 10:00 p.m. for the Award classifications that are covered by the Set Patterns of Hours clause (sub-clause 14.3). The Regional Manager in consultation with the local delegates will determine the designated period or 2 periods each year to be worked under this

agreed arrangement. Such employees during the designated period/s, may be called upon to work on Hazard Reduction Burns on 24 hours' notice without the payment of the additional 25% loading penalty.

16. Overtime - General

16.1 General

16.1.1 General overtime conditions of employees under this Award will be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

16.1.2 Overtime is payable for all approved time worked:

- (i) In excess of 7 hours per day or the daily contract hours, whichever is appropriate, where such work is at the direction of the DPIE; or
- (ii) Outside the bandwidth, except where such work is associated with incidents as defined.

16.1.3 If overtime is taken as time in lieu, it must be taken within six months of accruing.

16.2 Overtime at Home

16.2.1 Employees covered by this Award may work overtime from home where the nature of work allows for it and prior approval has been sought and given.

16.2.2 No meal allowance is paid when working overtime at home.

17. Meal Breaks

17.1 Unpaid Meal Breaks

17.1.1 An unpaid meal break of at least 30 minutes is to be taken no later than 5 hours after the commencement of work.

17.1.2 In some cases, due to the nature of the work, the meal break will be for a set period of time. In these cases, employees must be allowed at least 30 minutes.

17.2 Paid Meal Breaks

17.2.1 Meal breaks taken whilst working overtime will be paid at single time rates.

17.2.2 A meal break of 30 minutes is to be taken no later than two hours after the commencement of overtime.

17.2.3 If overtime continues, an additional meal break of 30 minutes must be taken after the completion of each 5 hours worked.

18. Rest Breaks

18.1 There must be a break of at least ten (10) consecutive hours between an employee's normal finishing time and normal start time. Where an employee is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

18.2 Where an employee is recalled to work after their finishing time, and works for a total of less than 4 hours, they are entitled to a rest break of at least 7 consecutive hours before their next start time, and are entitled to be paid for any time lost. If they are directed to return to work and have not had their rest break, they are to be paid at overtime rates until they are released from duty.

- 18.3 Where an employee is recalled to work after their finishing time, and works for a total of more than 4 hours, they are entitled to a 10 hour rest break and be paid for any time lost. Where the employee is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

19. Flexible Working Hours

- 19.1 So as to ensure consistent application and the orderly implementation of the new provisions across the DPIE the commencement date for the provisions set out in this clause of the Award shall be as agreed between the parties.

19.2 Ordinary Working Hours

- 19.2.1 Full-time ordinary working hours will be an average 35 hours per week over a 4 week period.

19.3 Bandwidth

- 19.3.1 Bandwidth is the period during the day when employees may record time worked.

19.3.2 Standard Bandwidth

- (i) The Standard Bandwidth commences at 6:00 a.m. and ceases at 8:00 p.m. for employees in roles classified as Ranger, Senior Ranger and Assistant District Manager. For all other employees the Standard Bandwidth is 6:00 a.m. to 6:00 p.m. unless the employee has agreed to work their ordinary hours in a wider bandwidth until 8:00 p.m. The maximum number of hours that can be recorded as being worked under this bandwidth is 10 hours (10.5 hours less a 0.5 hour lunch break). This will be the bandwidth that an employee covered by this Award operates under unless their bandwidth is varied as per clause 15 above.
- (ii) The Standard Bandwidth starting and finishing times may only be varied in circumstances where prior approval by the appropriate delegate has been granted for such a variation. A variation may apply to a group of employees or an individual employee.

19.4 Guarantee of Service

- 19.4.1 This is the specified period during the day between the hours of 8:30 a.m. and 4:30 p.m. on a weekday when an appropriate level of service is maintained in NPWS work locations.

19.5 Accrual and the taking of flex leave

- 19.5.1 Employees are able to take 14 hours, i.e. two days (2) flex leave days, off in a settlement period as long as they have accumulated enough hours to do so.
- 19.5.2 With prior management approval, employees may accumulate a credit balance of 14-35 hours to enable them to have up to 5 flex leave days in a settlement period, to be taken at a mutually convenient time.
- 19.5.3 Employees who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the Award provisions.
- 19.5.4 Supervisors will have full and open 24 hour access to an employee's time sheet records and records pertaining to an employee's flex leave.

- 19.5.5 Employees may carry forward to the next settlement period, in accordance with paragraphs 19.5.1 and 19.5.2 above a credit balance of up to 35 hours or a debit balance of 10 hours.
- 19.5.6 Flex leave can be taken at either the beginning or end of a period of leave.
- 19.5.7 Flex leave can be taken as either half days or full days. Time outside the bandwidth will not accrue to flex time balance.
- 19.5.8 Employees must have prior approval before taking flex leave.
- 19.5.9 On cessation of duty, Flex Credits will be dealt with in accordance with sub-clause 21.14 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

20. Temporary and Casual Work Arrangements

20.1 Temporary and casual employees will be employed by the DPIE in accordance with the provisions of the *Government Sector Employment Act 2013*.

20.2 Temporary Employees

- 20.2.1 Temporary employees may be employed by the DPIE on either a full-time or part-time basis in any NPWS classification contained in this Award for a fixed term for a maximum period of up to three years. Continuation of employment beyond 3 years may only be offered on an ongoing basis.
- 20.2.2 Temporary employees shall be entitled to uniforms (if the role requires such use), Annual NPWS Entry Permits (if employed in excess of twelve months), training and staff development opportunities.
- 20.2.3 In accordance with the Superannuation Guarantee legislation, temporary employees are entitled to employer-based contributions to their nominated superannuation fund.
- 20.2.4 Temporary employees employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary employees employed for less than three months, no leave accrual is available, however, payment of 4/48ths in lieu of recreation leave will be made on termination of employment.

20.3 Casual Employees

- 20.3.1 Casual employees shall be engaged by the DPIE on an irregular and intermittent basis and will be paid fortnightly or at the termination of engagement, whichever is the earlier, for the number of hours worked.
- 20.3.2 The casual hourly rate is determined by the following formulae:
- (i) Annual salary of the role divided by 260.8929 divided by 7 = Base hourly rate;
 - (ii) Rate for Monday to Friday = base hourly rate plus 25%;
 - (iii) Rate for Saturday = base hourly rate plus 58%;
 - (iv) Rate for Sunday = base hourly rate plus 83%;
 - (v) Rate for Public Holidays = base rate plus 158%;
- 20.3.3 The rate of pay for casual employees will be set in recognition of the skills and experience of the employee which is relevant to the work to be performed.

- 20.3.4 The casual hourly rates of pay are inclusive of all forms of leave except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*. Casuals are entitled to be paid overtime for time worked in excess of their normal daily contract hours to the next quarter hour.
- 20.3.5 Overtime payments for casual employees are calculated on the ordinary base hourly rate (the 25% loading is not included).
- 20.3.6 Casual employees also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award:
- (i) Unpaid parental leave in accordance with paragraph 12.5.4
 - (ii) Personal Carer's entitlement in accordance with sub-clause 12.6 and
 - (iii) Bereavement entitlement in accordance with sub-clause 12.7
- 20.3.7 This entitlement is also set out in this Award at Annexure 4 - Casual Leave Entitlements.
- 20.3.8 Casual employees will be engaged and paid for a minimum of three consecutive hours for each day worked.

21. Part-Time Work Arrangements

- 21.1 Part-time work may be available to:
- (i) ongoing and temporary employees who wish to work part-time in an existing role;
 - (ii) existing full-time or part-time employees applying for promotion or transfer if they are willing to work the approved hours of the role;
 - (iii) employees recruited and assigned to a role where the approved hours are less than full-time.
- 21.2 The decision to work part-time is voluntary. No employee will be directed or placed under any duress to move from full-time to part-time employment or vice versa.
- 21.3 Employees employed on a part-time basis may elect to work full-time at any time, subject to the appropriate work being available for the classification and level, grade or class of the role.
- 21.4 Return to full-time employment before the expiry of the agreed period of part-time work is subject to availability of work and adequate period of notice.
- 21.5 Employees employed on a part-time basis will not be expected to carry out all of the responsibilities of a full-time job in part-time hours.
- 21.6 Employees employed on a part-time basis will not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work may from time to time require them to work outside agreed part-time hours any arrangements to alter the existing part-time work arrangement need to be negotiated and agreed to at the outset.

22. Job Sharing

- 22.1 The parties to this Award confirm a commitment to providing flexible work conditions through job sharing.
- 22.2 The DPIE will support employees sharing a role provided that:
- (i) the arrangement is fair and equitable to the employees involved;

- (ii) the employees involved in the job sharing arrangement agree to the arrangement;
 - (iii) the arrangement can be on an ongoing or temporary basis;
 - (iv) the arrangement is in the best interests of the smooth functioning of the DPIE, ensuring that customer/client-DPIE relationship is maintained.
- 22.3 The days each employee works should be consecutive, negotiated and agreed to by all parties involved before commencement of employment.
- 22.4 Some examples are: 2 days one week and 3 days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.
- 22.5 The employees involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

23. Public Holidays and Public Service Holiday

23.1 General

23.1.1 Unless directed to attend for duty by the Chief Executive or delegate, an employee is entitled to be absent from duty on any day which is:

- (i) a declared public holiday throughout the State;
- (ii) a declared local holiday in the part of the State at or from which the employee performs duty; and
- (iii) a Public Service Holiday in accordance with any directives issued by the Secretary.

22.1.2 If a declared local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

23.2 Monday to Friday Workers

23.2.1 Those employees required to work on a declared public holiday will be paid overtime in accordance with clause 16 - Overtime.

23.2.2 Employees who are required to work on a Public Service Holiday will be able to take a day off in lieu within 12 months at a time agreed between the employee and their supervisor.

23.3 Seven Day Roster Workers

23.3.1 Employees covered by this Award may be required to perform their ordinary hours on a declared public holiday, a declared local holiday, or a public service holiday as per clause 14 - Hours of Work.

23.3.2 Payment for time worked on a declared public holiday will be in accordance with the provisions of clause 14 - Hours of Work or clause 16 - Overtime – General, as is appropriate.

23.3.3 Provisions of paragraph 23.3.2 do not apply to an employee who is required to work on a Public Service Holiday and this is not included in the specified number of public holidays for which the loading is paid as per clause 14 – Hours of Work, of this Award. The employee will be entitled to take a day off in lieu within 12 months at a time agreed between the employee and their supervisor.

23.4 Twenty Four Hour Bandwidth Workers

23.4.1 Employees working a twenty four hour bandwidth may be required to work ordinary hours on a declared public holiday, a declared local holiday or a public service holiday.

23.4.2 Such employees will not receive any additional payment for ordinary hours worked on a declared public holiday or a public service holiday.

23.4.3 Such employees will not receive an additional day off or annual leave day for ordinary time worked on a declared public holiday or public service holiday.

24. Leave

24.1 General

24.1.1 General leave conditions of employees under this Award are regulated in accordance with the provisions contained within:

- (i) the Act and Regulation, and
- (ii) Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award, and
- (iii) The DPIE's policies as agreed and reviewed from time to time.

24.1.2 Employees employed on a part-time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

25. Recreation Leave and Annual Leave Loading

25.1 Recreation Leave

25.1.1 For Monday to Friday workers paid recreation leave accrues at the rate of 20 working days per year,

25.1.2 For Seven Day Roster Workers paid recreation leave accrues at the rate of 30 days per year,

25.1.3 For Twenty Four Hour Bandwidth Workers paid recreation leave accrues at the rate of 30 days per year.

25.2 Annual Leave Loading

25.2.1 Annual Leave loading for Monday to Friday Workers is 17.5% on the monetary value of up to 4 weeks of recreation leave accrued in a leave year.

25.2.2 Annual Leave loading for 7 Day Roster Workers and Twenty Four Hour Bandwidth Workers is 17.5% on the monetary value of up to 5 weeks of recreation leave accrued in a leave year.

25.2.3 The annual salary paid to Field Officer classifications is inclusive of annual leave loading.

26. Family and Community Service Leave

26.1 Family and Community Service Leave for employees covered by this Award will accrue and be granted in accordance with clause 71 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award howsoever named and as varied from time to time.

27. Excess Travel Time

- 27.1 Time spent travelling, as defined under clause 27 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award:
- (i) before the agreed bandwidth commences, and up to 1 hour thereafter, and from one hour prior to the end of the agreed bandwidth; or
 - (ii) commencing a set pattern of hours as per sub-clause 14.3 of this Award will be able to be claimed as 'Travelling Time'.
- 27.2 Provided that travelling time does not include any period of travel between 11:00 p.m. on any one day and the start of the employee's bandwidth on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee.
- 27.3 Where organisational requirements prevent an employee taking Time in Lieu for Excess Travelling Time within the timeframe under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award it will be paid out by application.
- 27.4 The accrued time in lieu may be added to the employee's Accrued Flex hours under sub-clause 19.5 to be taken at a mutually convenient time but at all times the nature of the time being accrued (i.e. time in lieu or flex time) must be clearly distinguished and recorded by the employee.

28. Contact with Employees on Parental and Maternity Leave

- 28.1 All parties agree to implement the provisions of subclause 75.20 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and which aims to maintain contact with employees specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses.
- 28.2 It is recognised that some employees may not wish to keep in contact with the DPIE while they are on leave.

29. Incident Conditions

- 29.1 General
- 29.1.1 The following conditions apply in circumstances where an incident is declared and approved by the Regional Manager until such time as the declaration of the incident is lifted.
 - 29.1.2 Flexible Working Hours Arrangements and bandwidths will be suspended at the time of the incident being declared for those employees involved in the incident.
 - 29.1.3 Adjustments to hours will be carried forward to the next settlement period.
 - 29.1.4 On successful completion of basic fire fighting training all employees will be issued with appropriate personal protective and other equipment in accordance with the DPIE's Fire Management Manual as varied from time to time.
 - 29.1.5 Employees directed to return from annual leave to attend an Incident will be compensated for pre-paid accommodation and return travel from their leave destination to home at either First Class Rail Travel or economy air travel for themselves and any dependents or at Official Business Rate if a private vehicle is used. Employees will be further compensated by single hourly rate for all hours travelled. Such employees will have the same option as employees called from an Allocated Day Off or Flexi Day Off as in paragraph 29.2.5 of this Award.
 - 29.1.6 "Incident Controller" within this clause means an employee responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

29.2 Conditions

- 29.2.1 For the purpose of calculating payment for incident duty, the salary rate will be the employee's substantive salary or as prescribed in sub-clause 29.5 Incident Responsibility Rates, whichever is the greater.
- 29.2.2 Call out to attend an Incident will be paid at a minimum of three (3) hours overtime, or by mutual agreement, time in lieu at overtime rates.
- 29.2.3 All travel to and from an incident will be paid as if part of the Incident.
- 29.2.4 If an employee is away from their own Area for the purposes of attending an Incident and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or their usual place of work, whichever is the sooner.
- 29.2.5 Employees required to work on their Allocated Day Off/Flexi Day/Rostered Day Off will be receive either:
- (i) overtime for the whole shift in addition to the normal pay for the day; or
 - (ii) overtime for the whole shift (minus the normal days pay) plus a day off in lieu of the rostered day off to be taken at a mutually agreed time.
- 29.2.6 This must be marked clearly on time sheets or the assumption will be that the rostered day off has been deferred.

29.3 Start and Finish Times

- 29.3.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.
- 29.3.2 On a Rostered Day Off, start will be on leaving place of abode and finish will be on return to place of abode plus 30 minutes.
- 29.3.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be on return to accommodation plus 30 minutes.
- 29.3.4 Where an officer is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, and finishing time will be on return to accommodation plus 30 minutes.

29.4 Shift arrangements during Incidents

- 29.4.1 A normal shift is seven hours, however employees may only be required to work a maximum of twelve hours on site. However, the initial shift following the declaration of an Incident may extend to a maximum of sixteen hours on site. (The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the Incident).
- 29.4.2 A minimum eight hour break, not including travelling time, must be taken between shifts, and where possible a ten hour break is recommended.
- 29.4.3 After completion of three consecutive shifts on incident duties or five consecutive shifts carrying out support functions in connection with incidents (such as catering Teams and Administrative Assistance) a twenty four hours break with payment at single time rates, shall be provided before continuing with incident duties or support functions or to return to normal duties. Where employees are required to take rest break days additional to those referred to above, such days will also be paid at the single time rate. Employees shall not be required to

take flexi days or flex leave or use any other leave entitlement in order to have the required rest breaks after performance of incident duties or support functions in connection with incidents.

29.4.4 It is the responsibility of the Incident Controller or Delegate to ensure that reasonable shift and rest periods are adhered to.

29.5 Incident responsibility rates

29.5.1 The level and grading of Incident Positions, prescribed by the Australian Inter-Service Incident Management System shall be determined in line with the DPIE's job evaluation process. Only those persons assigned to roles identified as Incident Positions will be paid incident responsibility rates from the date of the making of this Award.

Table 4

	2.5% increase effective from first full pay day on or after 1 July 2018
Crew Member	67,345
Crew Leader	75,656
Sector Commander	83,987
Divisional Commander	95,118
Operations Officer	102,127
Planning Officer	102,127
Logistics Officer	126,478
Incident Controller	140,170
Deputy Incident Controller	
Safety Officer	
Situation Officer	
Situation Unit Leader	
Resource Officer	
Resource Unit Leader	
Air Attack Supervisor	
Air Operations Manager	
Air Observer	
Airbase Manager	

29.5.2 Employees with specific skills assigned to work in any of the identified Incident Positions listed in Table 4 will be paid at their substantive hourly rate or at incident responsibility rate, whichever is the greater. For employees receiving the Allowance for Temporary Assignments to Higher Roles or on temporary assignment the substantive hourly rate will be the hourly rate they were paid when the incident was declared for the duration of their relieving period or temporary assignment.

29.5.3 Where the level and grading of any new or additional Incident Positions has not been determined employees will be paid their substantive hourly rate or for employees receiving the Allowance for Temporary Assignments to Higher Roles or temporary assignment the hourly rate that they were paid when the incident was declared for the duration of their relieving period or temporary assignment.

29.5.4 The overtime barrier rate does not apply to incident situations, except for officers of the SES.

29.5.5 Employees must be assigned to or exercise the responsibilities of an incident responsibility role for a minimum of three hours to receive incident responsibility rates. Those required to undertake responsibility for less than three hours have the opportunity to develop experience.

29.5.6 When new incident positions are created they will be evaluated to determine the appropriate salary and existing incident positions may be reviewed at the same time.

- 29.5.7 Incident responsibility rates will move in line with the Crown Employees (Public Sector - Salaries 2018) Award or any successor instrument to that Award.
- 29.6 Payment associated with Incidents
- 29.6.1 This replaces the provisions of clause 16 - Overtime, in relation to overtime worked in respect of incidents.
- 29.6.2 Payment will be calculated as follows:
- (i) Double time for all hours from start of incident regardless of day, night, Saturday, Sunday or Public Holidays.
- 29.6.3 No employee will have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break and clean up time - e.g. 30-45 minutes. Where meals are provided to an employee on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.
- 29.7 Family and Dependent Care During Incident Conditions
- 29.7.1 The DPIE will compensate employees for additional dependent care expenses (receipts must be provided) relating to time worked during the incident. This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller.
- 29.7.2 The DPIE will notify a nominated family member or friend as to the whereabouts of employees when extended shifts are required.
- 29.8 Provision of meals and accommodation while working on Incident
- 29.8.1 The DPIE will generally provide meals including breakfast, lunch, and dinner, and provide supper for employees working night shift.
- 29.8.2 Employees commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven hour shift.
- 29.8.3 If no meal is supplied, a payment of \$15.00 per meal is made.
- 29.8.4 Wherever possible employees will be allowed to return home or the DPIE will provide accommodation in a hotel or motel.
- 29.8.5 Where returning home or to other accommodation is not possible or practical and the employees are required to camp, they will be paid the Field Allowance set out in sub-clause 7.3 - Allowances, of this Award.
- 29.9 Standby Associated with Incidents
- 29.9.1 When an incident is declared appropriately trained and qualified employees may be required to be on standby outside normal rostered working hours.
- 29.9.2 These provisions do not apply to classifications where standby is a usual and regular part of their duties such as Sewage Treatment Plant Officers. Such classifications will be paid on call allowance in accordance with the provisions of clause 8 of this Award.

30. Working from Home

- 30.1 Supervisors may allow employees to work from home, however, working from home is not to be a routine arrangement.
- 30.2 Employees covered by this Award may be given approval to work from home from time to time.

- 30.3 Greater access to working from home is to be given to employees where:
- (i) family members are sick; or
 - (ii) where a project/report requires urgent completion and for productivity reasons working from home will achieve this; or
 - (iii) for weekend and night emergency incident management; and
 - (iv) where the nature of the work allows for it.
- 30.4 In some cases where family members are sick, employees may work from home and combine this with their entitlement to Family and Community Service Leave (where available and appropriate).
- 30.5 When working at home, employees must ensure that they are contactable by their office.
- 30.6 Employees are covered by workers' compensation where prior approval has been given to the employee to work from home.

31. Dependent Care

- 31.1 Where dependents of the employee are sick and require care, the DPIE will continue to support the employee in the following ways:
- (i) Family and Community Service Leave may be taken by an employee to attend to any medical needs a dependent may have; or
 - (ii) Where circumstances allow, an employee may negotiate with their supervisor to work at home.
- 31.2 In circumstances where an employee with a sick dependent is required to attend to work that cannot be completed from home (e.g. an urgent meeting) assistance will be available to pay for additional costs associated with in home care for the dependent, subject to the provision of receipts.
- 31.3 The DPIE will meet the additional costs involved in before or after school care, where an employee is required to work beyond their regular hours, resulting in additional cost to the employee for child care, in an accredited child care program, subject to the provision of receipts.
- Each application will be determined on its merits.
- 31.4 The parties reaffirm their commitment to providing dependent care assistance:
- (i) to enable employees to attend residential training and development activities.
 - (ii) to employees required to work during emergency situations
 - (iii) to ensure employees are able to perform duties in relation to incidents knowing their dependents are safe and cared for in a similar manner to that which they would provide themselves.
- 31.5 The DPIE will compensate the employee for additional dependent care expenses relating to hours worked during an incident.

32. Families and Field Work

- 32.1 Employees covered by this Award from time to time will be required to undertake either field work or to work away from their normal headquarters.
- 32.2 Employees who wish to be accompanied by a family member on single day trips, must obtain approval from their supervisor or Reporting Officer prior to the trip for the purpose of insurance coverage.

- 32.3 Employees who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their Area Manager or Regional Manager.

33. Training and Development

- 33.1 The parties to this Award confirm a commitment to skill development for employees of the DPIE.
- 33.2 The training and development of employees covered by this Award will be linked to the Performance, Development and Feedback system or any replacement Performance Management System agreed to by the parties. Performance, Development and Feedback Plans will be established through the system and be relevant to the employee's current role and their future career path.
- 33.3 All training and development will be managed and conducted in accordance with the DPIE's Learning and Development Framework as varied from time to time.
- 33.4 Dependent care assistance (by way of payment for dependent care) may be provided to enable employees with dependent responsibilities to pursue residential training and development opportunities.

34. Study Assistance

- 34.1 The DPIE will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- 34.2 Employees are entitled to apply for study time and study leave in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- 34.3 The following costs associated with courses:
- (i) Higher Education Contribution Help Scheme fee; or
 - (ii) TAFE compulsory fees; or
 - (iii) Compulsory post-graduate fees; or
 - (iv) Compulsory full fee paying course fees;
- will be reimbursed by the DPIE in accordance with the guidelines following.
- 34.4 The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and:
- (i) is their first qualification as an employee of DPIE: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DPIE operations or needs and is approved as such by the Chief Executive; or
 - (ii) is their second or successive qualification as an employee of DPIE: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DECC operations or needs and is approved as such by the Chief Executive.
- 34.5 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of paragraph 34.4(i) or \$12,000 in respect of paragraph 34.4(ii) of this clause, where other requirements have been met as in sub-clause 34.7 below.
- 34.6 At the discretion of the Chief Executive and where the Chief Executive determines that it is in the interests of the DPIE, approval may be given for a maximum of eight annual approvals as set out in sub-clause 34.4 above.

- 34.7 To be eligible to receive a refund, an employee must:
- (i) have been employed in the DPIE prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
 - (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- 34.8 Employees who receive prior approval for study assistance for a particular course, or qualification under either the EPA, NPWS or Resource NSW policies that existed prior to the implementation of this Award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new course of study and new application to study will be dealt with under paragraph 34.4(ii).
- 34.9 Where there is no break in the continuity of study and given successful completion of approved study under paragraph 34.4(i) any subsequent application for study assistance will be treated as a second application under paragraph 34.4(ii) of this clause.
- 34.10 The costs associated with courses as outlined in paragraphs 34.3(i)-(iv) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in paragraphs 34.4(i) and 34.4(ii) above. Where no agreement is reached, leave is reserved to seek the assistance of the Industrial Relations Commission.

35. Training Competency

- 35.1 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level. Such competencies shall be developed having regard to National Training Competency standards.

36. Engagement of Contractors

- 36.1 The DPIE is committed to establishing a consultative process regarding the use, including supervision, of contractors by the DPIE. The parties agree that the engagement of contractors will occur in limited circumstances and in accordance with all applicable policies of the Public Service Commission, as varied from time to time.
- 36.2 Supervisors should, where appropriate, be from the same vocational group as the work being contracted or be an appropriately qualified person. The parties will consult on the level of supervision required.

37. Anti-Discrimination

- 37.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age, and responsibilities as a carer.
- 37.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 37.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

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

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

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

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

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

38. Redundancy Entitlements

38.1 Redundancy provision payments will be made in accordance with the Managing Excess Employees Policy, as varied from time to time.

39. Workplace Environment

39.1 The DPIE will ensure that all employees are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the *Work Health and Safety Act 2011*.

39.2 While there are no requirements for office workplaces, the DPIE agrees to provide employees covered by this Award with reasonable conditions and space.

39.3 Smoking is prohibited at all indoor NPWS workplaces and in DPIE vehicles.

40. Housing

40.1 The parties agree to consult on future issues related to DPIE-owned housing including the preparation of briefs for valuers.

40.2 All employees occupying a DPIE house will be required to sign a tenancy agreement.

41. Consultation and Monitoring

41.1 The parties agree to continued consultation to ensure the implementation of more flexible work patterns and arrangements.

42. Industrial Grievance Procedure

42.1 General

42.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.

- 42.1.2 The parties agree that whilst the procedures contained in this clause are being followed, there is an expectation that normal work will continue.
- 42.1.3 In seeking a resolution to any industrial dispute or industrial grievance, the DPIE may be represented by an industrial organisation of employers, and the employees of the DPIE may be represented by an industrial organisation of employees.
- 42.1.4 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 or delegate.

42.2 Steps to Resolve Industrial Grievances or Disputes

- 42.2.1 When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:

Step 1 - The matter is discussed between the employee(s) and the Reporting Officer or other appropriate officer concerned and addressed within one week.

The employee(s) concerned may discuss the matter with the Union delegate, if so desired.

Step 2 - If, after a week since the matter was discussed with the Union delegate and the Reporting Officer the matter remains unresolved, the employee(s) concerned may discuss the matter with the Union delegate and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3 - If, after a week since the matter was discussed with the Union delegate and the Branch Director, the matter is still unresolved, the employee(s) concerned may discuss the matter with the Branch Director, a representative of the Employee Relations Branch and a Union delegate and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the employee may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4 - The matter is discussed between senior representatives of the DPIE and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5 - If no resolution is found, the matter may be referred to the Industrial Registrar in order for the NSW Industrial Relations Commission or NSW Industrial Court to exercise their functions under the *Industrial Relations Act 1996*.

43. Deduction of Union Membership Fees

- 43.1 The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales will provide the DPIE with a schedule setting out its fortnightly membership fees payable by its members in accordance with its rules.
- 43.2 The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales will advise the DPIE of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of its fortnightly membership fees payable will be provided to the DPIE at least one month in advance of the variation taking effect.

- 43.3 Subject to sub-clauses 43.1 and 43.2 above, the DPIE will deduct the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with its rules, provided that the employee has authorised the DPIE to make such deductions.
- 43.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales together with all necessary information to enable it to reconcile and credit subscriptions to employees' membership accounts.
- 43.5 Unless other arrangements are agreed by the DPIE and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, all Union membership fees shall be deducted on a fortnightly basis.
- 43.6 Where an employee has already authorised the deduction of Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

44. Saving of Rights

- 44.1 At the time of making this Award, no employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her condition of employment as a consequence of making this Award.

45. No Extra Claims

- 45.1 The No Extra Claims clause (clause 8) contained in the Crown Employees (Public Sector – Salaries 2021) Award will apply to employees covered by this Award.

46. Area, Incidence and Duration

- 46.1 This Award will apply to employees and casual employees in classifications covered by the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, employed within the National Parks and Wildlife Service of the Department of Planning Industry and Environment.
- 46.2 This Award will not apply to employees:
- (i) transferred to the Department under Administrative Order of 2 April 2007 and subsequent Orders which established the Department of Environment and Climate Change effective 27 April 2007; or
 - (ii) employed in the Senior Executive Service (SES); or
 - (iii) employed in the Botanic Gardens Trust; or
 - (iv) whose current conditions and entitlements are determined by the Crown Employees (Office of Environment and Heritage - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2015 Award or any successor instrument to that Award; or
 - (v) whose current conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2014 or any successor instrument to that Agreement.
- 46.3 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Office of Environment and Heritage - National Parks and Wildlife Service) Conditions of Employment Award 2015 published 24 January 2020 (386 I.G. 90), as varied.

- 46.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 December 2021.
- 46.5 This award remains in force until varied or rescinded, the period for which it was made having already expired.
- 46.6 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or any successor instrument to that Award apply to employees covered by this Award.

PART B

ANNEXURE 1 - - SALARY SCHEDULE FOR RANGER CLASSIFICATION

The rates set out in Part B, Annexure 1 are subject to the rates as set by the Crown Employees (Public Sector – Salaries 2018) Award or any award replacing it.

Salary Schedule for Ranger Classifications

Classification and Grades	2.04% effective from the first full pay period on or after 01.07.21 Per annum \$
Ranger Classification	
Trainee Rangers	
1st year of service	59,381
2nd year of service	60,447
3rd year of service	62,269
4th year of service	63,385
5th year of service	64,044
6th year of service	64,971
Rangers	
Grade 1	
1st level	64,971
2nd level	67,527
3rd level	71,294
4th level	76,412
5th level	84,221
6th level	89,150
Grade 2	
1st Year	90,925
2nd Year	93,624
3rd Year	96,473
4th Year	100,353
Senior Ranger	
1st year & thereafter	107,854
Assistant District Manager	
Grade 1	11,1068
Grade 2	118,853
Grade 3	128,462
Grade 4	133,909
District Manager	
Grade 1	114,195
Grade 2	122,400
Grade 3	133,909
Grade 4	142,300

Grade 5

148,569

Progression Criteria

Rangers

All Ranger roles will be at the level of Grade 1/2. Progression is subject to the Ranger meeting the required progression criteria and competency levels as set out in the competency document

Where an employee fails to progress, it will be the responsibility of the Area Manager to discuss the reasons for the decision with the employee concerned. The discussion should also identify areas where additional competencies or necessary training are required.

Progression

Trainee Ranger

Progression from level to level will be subject to:

- (a) the successful completion of 6 subjects; and
- (b) satisfactory service at the previous salary level.

Progression from Trainee Ranger to Ranger Grade 1 will be subject to the employee having successfully completed a 3 year degree from a recognised university in a discipline appropriate to the field operations of the Service, and satisfactory work performance.

Ranger Grade 1/2

Progression from level to level within Grade 1 will be upon the attainment of the competencies set out in the attached schedule. Rangers will be initially assigned to Level 1 or such other level as is appropriate to their qualifications and competency levels. Once the Ranger has obtained the competencies at Level 1 and has been at that level for at least 6 months, they can apply to be assessed for progression to Level 2.

Progression from Grade 1 to Grade 2 will be subject to:

- (a) completion of 12 months satisfactory service at Ranger Grade 1 Skill Level 6;
- (b) the employee having demonstrated competency in specific skills as shown in the schedule; and
- (c) the Chief Executive being satisfied that the employee's performance and nature and quality of work performed warrants progression.

Qualifications - grandfathered provisions

As of 1 April 2000, all new employees assigned to Ranger, Senior Ranger, Assistant District Manager, and District Manager classifications must have an appropriate degree.

Employees employed prior to 1 April 2000 who have an Associate Diploma in an appropriate discipline to the field operations of the DPIE are encouraged to update their qualification to degree level for promotional purposes. Employees updating their qualifications will be eligible for study assistance.

ANNEXURE 2 - SALARY SCHEDULE FOR PROJECT/RESERARCH OFFICER CLASSIFICATION

The rates set out in Part B, Annexure 2 are subject to the rates as set by the Crown Employees (Public Sector – Salaries 2021) Award or any award replacing it.

Salary Schedule for Project/Research Officer Classification

Classification and Grades	2.04% effective from the first full pay period on or after 01.07.21 Per annum \$
Grade 1	
1st Year	67,287
2nd Year	69,446
3rd Year	75,756
4th Year	81,679
5th Year	87,560
Grade 2*	
1st Year	93,791
2nd Year	96,535
3rd Year	99,431
Grade 3*	
1st Year	104,437
2nd Year	107,789
3rd Year	111,127
4th Year	113,340
Grade 4*	
1st Year	114,425
2nd Year	117,715
Grade 5	
1st Year	123,688
2nd Year	128,934
Grade 6	
1st Year	137,008
2nd Year	138,446
*Progression criteria applies	

Salary Schedule for Project Officer (Aboriginal Positions) Classification

This classification applies to roles responsible for the management of Aboriginal cultural heritage and/or Aboriginal sites, where Aboriginality is a legitimate and essential selection criteria and the Service determines that a degree is not necessary.

Classification and Grades	2.04% increase effective from the first full pay period on or after 01.07.21 Per annum \$
Project Officer (Aboriginal Roles)	
Grade 1	
1st Year	67,287
2nd Year	69,446
3rd Year	75,756
4th Year	81,679
5th Year	87,560
Grade 2*	
1st Year	93,791
2nd Year	96,535
3rd Year	99,431
Grade 3*	
1st Year	104,437
2nd Year	107,789
3rd Year	111,127
4th Year	113,340

Grade 4*	
1st Year	114,425
2nd Year	117,715
Grade 5	
1st Year	123,688
2nd Year	128,934
Grade 6	
1st Year	137,008
2nd Year	138,446
*Progression criteria applies	

Progression

Project/Research Officer Grade 1

Assignment to Project/Research Officer Grade 1 will be by competitive selection for advertised vacancies.

Project/Research Officer Grade 2

Progression from Project/Research Officer Grade 1 to Project/Research Officer Grade 2 will be by:

- (a) 12 months satisfactory service on the maximum salary of Project/Research Officer Grade 1; and
- (b) the employee having demonstrated a capacity to undertake research involving a degree of originality and independence or to perform work of equivalent importance or value; or
- (c) in the case of an employee not employed on research, the employee having demonstrated ability and initiative in the performance of his/her duties and the nature and quality of the work performed warrants such progression.

Project/Research Officer Grade 3

Progression from Project/Research Officer Grade 2 to Project/Research Officer Grade 3 will be by:

- (a) 12 months service on the maximum salary of Project/Research Officer Grade 2; and
- (b) the Chief Executive being satisfied that he/she is responsible to the Head of the Unit for all of the work carried out in his/her individual field and has made original contributions of a recognised high scientific level in his/her professional field of work and that he/she is recognised as an authority therein; or
- (c) in the case of an employee engaged primarily in applied or adaptive research, the Chief Executive being satisfied that he/she is responsible to the Director for all applied or adaptive research in his/her particular field of work and is recognised as an authority therein; or
- (d) in the case of an employee primarily engaged in advisory work, the Chief Executive being satisfied that the quality of the work of the employee warrants such progression.

Project/Research Officer Grade 4

Progression from Project/Research Officer Grade 3 to Project/Research Officer Grade 4 will be by:

- (a) 12 months satisfactory service on the salary of Project/Research Officer Grade 3 Year 3; and
- (b) the employee's qualifications, ability, reputation, standing and work in the employee's professional field, or the extent to which the employee is required to supervise and give professional direction of a significant nature to employees of an equivalent salary/grade are, or is such, that he/she would not continue to be fairly remunerated at the level of the salary prescribed in this Award or equivalent classification. Any decision as to the employees to whom such salary shall be payable will be that of the Chief Executive.

Project/Research Officer Grades 5 and 6

Assignment to this grade will be by way of competitive selection for advertised vacancies.

Performance Review Committee

Suitability for progression to Project Officer Grade 3 and Grade 4 will be evaluated by a Performance Review Committee comprising:

- (a) the relevant Director or nominee;
- (b) an independent person having professional status in the field relevant to the Project/Research Officer's area of expertise; and
- (c) a representative of the Public Service Commission.

ANNEXURE 3 - SALARY SCHEDULE FOR FIELD OFFICER CLASSIFICATION

The rates set out in Part B, Annexure 3 are subject to the rates as set by the Crown Employees (Public Sector – Salaries 2021) Award or any award replacing it.

Salary Schedule for Field Officer Classification

Classification and Grades	2.04% increase effective from the first full pay period on or after 01.07.21 Per annum \$
Field Officer Base Grade 1/2: Employees engaged on or after 1 July 2007	
Grade 1	
1st Year	51,038
2nd Year	52,327
Grade 2	
1st Year	53,534
2nd Year	56,030
Field Officer Grade 1/4: Employees engaged on or after 01.07.07	
Grade 1	
1st Year	51,038
2nd Year	52,327
Grade 2	
1st Year	53,534
2nd Year	56,030
Grade 3 (A)	
1st Year	63,934
2nd Year	65,062
Grade 4 (A)	
1st Year	66,883
2nd Year	68,090
Field Officer Grade 1/4: Employees engaged on or before 30.06.07	
Grade 1	
1st Year	59,008
2nd Year	60,113
Grade 2	
1st Year	61,015
2nd Year	62,182
Grade 3 (A)	
1st Year	63,934
2nd Year	65,062

Grade 4 (A) 1st Year 2nd Year	66,883 68,090
Field Officer Grade B3/B4: Employees engaged on or before 30.06.07 Grade 3 (B) 1st Year 2nd Year	63,934 65,062
Grade 4 (B) 1st Year 2nd Year	66,883 68,090
Senior Field Officer Grade 1 1st Year 2nd Year	69,604 70,786
Grade 2 1st Year 2nd Year	72,218 73,729
Field Supervisor Grade 1 1st Year 2nd Year	76,259 78,007
Grade 2 1st Year 2nd Year 2	79,754 81,503
Senior Field Supervisor Grade 1 1st Year 2nd Year	88,424 90,596
Grade 2 1st Year 2nd Year	92,771 94,942

Progression Criteria for Field Officer Classification

Progression Criteria

Field Officers

All Field Officer roles are to be at either the level of Field Officer Grade 1-2 or Field Officer Grade 1-4. Field Officers shall progress by annual increment subject to meeting the required progression criteria and competency levels as specified in this Annexure.

Where a Field Officer fails to progress, it is the responsibility of the Area Manager to discuss the reasons for the decision with the employee concerned. The discussion should also identify areas of where additional competencies or necessary training, where appropriate.

Field Officer Grade 1

Assignment to this grade will be subject to competitive selection for advertised vacancies.

Assignment to this grade shall also be subject to:

- (a) possession of a current driver's licence; and
- (b) the employee having demonstrated the essential competencies from the Field Officer's competency schedule for Field Officer Grade 1.

Field Officer Grade 2

Progression to the level of Field Officer Grade 2 will be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 1;
- (b) possession of a current driver's licence; and
- (c) the employee having demonstrated the essential competencies from the Field Officer competencies schedule for Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Field Officer Grade 3

Progression to the level of Field Officer Grade 3 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 2;
- (b) drivers licence; and
- (c) the employee having demonstrated the essential competencies from the Field Officers Competency Schedule for Field Officer Grade 3 as certified by the direct supervisor and Regional Manager.

In addition, joint assessment and certification by the Regional Manager and the direct supervisor that the employee is competent at performing the range of work required of a Field Officer Grade 3 and is also able to demonstrate the efficient application of the skills/qualifications attained.

Field Officer Grade 4

Progression to Field Officer Grade 4 shall be subject to:

- (a) 12 months satisfactory service of Field Officer Grade 3; and
- (b) all the essential and 10 desirable competency requirements for a Field Officer Grade 3 from the Field Officer competencies schedule as certified by direct supervisor and Regional Manager.

Senior Field Officer Grade 1

Assignment to the role of Senior Field Officer Grade 1 shall be subject to:

- (a) competency requirements for assignment to Field Officer Grade 4.

The Senior Field Officer Grade 1 is the minimum classification for officers responsible for direct supervision of National Parks and Wildlife Service employees, volunteers and contractors.

Senior Field Officer Grade 2

Progression to the role of Senior Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer Grade 1;
- (b) the employee meeting the competency requirements for assignment to Senior Field Officer Grade 1; and
- (c) the employee having demonstrated all essential and 5 desirables for Senior Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Senior Field Officer Grade 3

This is a geographic role which will apply to smaller Areas where by virtue of their size, a Field Supervisor is not justified, but where as a consequence of the range of duties undertaken, the Senior Field Officer would do the work of a Field Supervisor.

Progression to the role of Senior Field Officer Grade 3 is subject to:

- (a) the employee having demonstrated the appropriate level of skill and competency for the level of Senior Field Officer Grade 3.

Field Supervisor Grade 1

Assignment to the role of Field Supervisor Grade 1 shall be subject to:

- (a) competency requirements for assignment to Field Supervisor Grade 1. Senior Field Officer (Plant) are also eligible for assignment but must demonstrate the wider skills required for general Senior Field Officer classification; and
- (b) the employee having demonstrated the appropriate level of competency for Field Supervisor Grade 1, as certified by direct supervisor and Regional Manager.

Field Supervisor Grade 2

Progression to the role of Field Supervisor Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Supervisor Grade 1; and
- (b) competency requirements for assignment to Field Supervisor Grade 2 as certified by direct supervisor and Regional Manager. Senior Field Officers (Plant) are also eligible for assignment but must demonstrate the wider skills required for general Senior Field Officers competencies.

Senior Field Supervisor

Assignment to the level of Senior Field Supervisor Grade 1 shall be subject to:

- (a) the employee demonstrating all essential competency requirements for assignment to Field Supervisor Grade 2, as certified by direct supervisor and Regional Manager.

Assignment to this classification shall be subject to competitive selection for advertised vacancies.

ANNEXURE 4 - CASUAL LEAVE ENTITLEMENTS

Casual Leave Entitlements

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 apply in addition to those set out in the *Industrial Relations Act 1996*.

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

- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

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

Personal Carers entitlement for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 26 who is sick and requires care and support, or who require care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).
- (ii) The Chief Executive 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.

- (iii) A Chief Executive 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.
- (iv) 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 employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
 - (c) In normal circumstances, a casual employees must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.
- (v) 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.

Bereavement entitlements for casual employees

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).

The Chief Executive 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

A Chief Executive 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.

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.

PART C

MEMORANDUM OF UNDERSTANDING

Parties

The parties to this Memorandum of Understanding are:

The Industrial Relations Secretary ("The Secretary"); and

The Public Service Association and Professional Officers' Association- Amalgamated Union of New South Wales; and

The Association of Professional Engineers, Scientists and Managers Australia (NSW Branch). ("The unions").

1. Introduction

- 1.1 This Memorandum of Understanding reflects the agreement reached between the department and the unions in respect of negotiations throughout 2004, 2005 and 2006 following the amalgamation of the former National Parks and Wildlife Service; the former Resources NSW; the Environment Protection Authority and the Royal Botanic Gardens and Domain Trust, into the Department of Environment and Climate Change.
- 1.2 This Memorandum will be implemented through two awards -
- The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award, and
- The Crown Employees (Department of Environment and Conservation) Parks and Wildlife - Conditions of Employment Award.
- Both the awards will be consent awards and will have a duration of 3 years commencing from the date the Awards are made by the Industrial Relations Commission of New South Wales.
- 1.3 The parties agree that the existing Botanic Gardens Awards will be retained with agreed changes implemented by way of a determination or determinations made pursuant to s.130 of the *Government Sector Employment Act 2013*.
- 1.4 The parties agree to lodge the consent award applications with the Industrial Relations Commission of New South Wales, no later than 1 November 2006.
- 1.5 The parties also agree that none of the conditions; allowances or any other monetary payments expressed in either of the new awards or this memorandum will come into effect until such time as the new awards have been made. All existing arrangements shall continue until such time as the new awards are operative
- 1.6 This Memorandum shall have a term commencing from the date the memorandum is signed by the parties until the expiry of the two awards.
- 1.7 The parties agree that this Memorandum shall also express the agreed position of the parties in respect of a number of issues that have been the subject of negotiation but have not been included in either of the awards.
- 1.8 The parties agree that both awards and any Botanic Gardens determinations made subject to this Memorandum will include a clause stating that, for the duration of the Awards, there shall be no further claims in respect of conditions of employment; the payment of new allowances or the quantum of existing allowances.
- 1.9 The parties agree that those matters not addressed in this Memorandum or attachments to this Memorandum shall remain as per the existing provisions of the current awards, save for those parts of the award that require amendment to correct dates; titles; spelling; grammar etc.

The parties agree that this Memorandum of Understanding may be relied upon by any party in respect of any proceeding before the Industrial Relations Commission of New South Wales.

2. Matters Agreed - Non- Award

- 2.1 Departmental Performance Management System: The parties agree that current performance management systems operating within the Department and known as SPEADS; PMD and CAPS shall be replaced with a single departmental wide performance management system. The parties further agree that until such time as the new system is operational, the current arrangements in situ for performance management shall continue.

- 2.2 Cultural Heritage Division: (a) The parties agree that those positions currently known as Aboriginal Project Officers 1-2 will transfer to the EPO 2-7 grade on the salary scale and Aboriginal Project Officers 3-4 will transfer to the EPO 9 grade on the salary scale. The date of transfer to the new salary scale shall be as at the date that the awards are made.
- (a) The parties agree to develop progression criteria for the Aboriginal Project Officer positions after the signing of this memorandum of understanding and prior to the making of the award.
 - (b) The parties agree that Aboriginal Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for a progression. If such an application is successful, then progression shall take place and salaries shall be paid as a personal salary to the appropriate point on the Aboriginal Project/Research officer salary scale.
 - (c) The parties agree that all other staff currently employed within the Cultural Heritage Division will transfer to the closest salary point on the EPO salary scale that is equal to or less than their existing salary rate. The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the previous salary scale; such personal salary rate to continue until such time as the employee vacates the transferred position or receives an increment that would take them past their previous personal salary. The parties further agree that there is no requirement or need for any of the positions effected by sub-clause (d) to undergo a job evaluation so as to facilitate the transfer to the new salary scale.
 - (d) The parties agree that all staff transferred from the Cultural Heritage Division to the EPO salary scale who currently receive the remote area allowance as per the Crown Employees (NPWS) Conditions of Employment 2000 award (clause 5 (D)) shall be paid the difference in the amount paid pursuant to this award and the amount paid pursuant to the Crown Employees (Public Service Conditions of Employment) Award as a personal salary whilst they continue to occupy the same position.
- 2.3 Interim Award Arrangements: (a) the parties agree that the arrangement made between the parties following the amalgamation of the department (the interim award arrangement) shall cease upon the making of the new awards
- (a) the parties further agree that all staff employed in Policy & Science Division (PSD); Environment Protection and Regulation Division (EPRD); Sustainability Programs Division (SPD), Corporate Services Division (CSD); Strategy Communication and Governance Division (SC&GD) pursuant to the Crown Employees (NPWS) Conditions of Employment 2000 Award will transfer to the closest salary point on the EPO salary scale that is equal to or less than their salary rate.
 - (b) The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the previous salary scale; such personal salary rate to continue until such time as the employee vacates the position to which they were transferred or receives an increment that would take them past their previous personal salary.
 - (c) The parties agree that in the case of two officers employed in the Threatened Fauna and Ecology Unit, the 5/7 allowance currently paid to these officers will cease but the equivalent amount will be paid by way of a salary adjustment which shall be regarded as a personal salary for as long as the officers concerned continue to occupy their current positions.
 - (d) The parties agree that Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for progression. If such an application is successful, then progression will take place and salary shall be paid as a personal salary to the appropriate point on the PRO salary scale.

- 2.4 Review of Competency Standards for Rangers and Roles of Senior Rangers:
- (a) The parties agree that the Department shall undertake a review of the operation of competency standards as currently applied in respect of rangers.
- Review of roles of Senior Rangers.
- (a) The parties agree that these reviews shall be commenced as soon as is practicable after the signing of this Memorandum of Understanding.
- 2.5 Review of Remote Areas Allowance: The parties agree to enter into discussions with a view to updating the Remote Area Allowances. The parties further agree such discussions would commence after the new award arrangements have been implemented but no later than 1 July 2007. The parties also agree that if the parties can reach agreement in respect of the remote areas allowance the relevant award will be varied by consent to reflect the agreed position.

3. Matters Agreed - for Inclusion in the Awards.

- 3.1 Study Assistance: the parties agree that both the Awards and the BGT determination shall incorporate the agreed position in respect of study assistance. The details of the agreed position are set out in Attachment 1 to this agreement.
- 3.2 Contact with Employees on Parental or Maternity Leave: the parties agree to insert within the Parks and Wildlife Division Award a clause containing the following words: "maintain contact with employees specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses."
- 3.4 Pattern of Hours Worked and Flexitime: (a) the parties agree that a new common provision setting out the pattern of hours and flexitime will be included in both new Awards and BGT determination. The new provision shall adopt elements of the system currently in place for Parks and Wildlife Division staff and the system currently in place for EPO staff under the current EPA Award. The parties agree that the details of the provision to be included in the Awards are as set out in Attachment 2 to this Memorandum of Understanding;
- 3.5 Incident Conditions: (a) the parties agree to include within the new The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award a clause which will enable suitably qualified staff to be temporarily assigned to the following specific incident positions as currently defined in the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award -

Incident Controller

Logistics Officer

Planning Officer

Operations Officer

Divisional Commander

Sector Commander

Crew Leader

Crew Member

And/or to the following positions which the parties agree shall be added to the relevant clause of the Crown Employees (Department of Environment and Conservation) Parks and Wildlife - Conditions of Employment Award -

Deputy Incident Controller
Safety officer
Situation Officer
Situation Unit Leader
Resource Officer
Resources Unit Leader
Air Attack Supervisor
Air Operations Manager
Air Base Manager
Air Observer.

ATTACHMENT 1

DEC General and DEC (PWD) & BGT Determination

Study Assistance

- (i) DEC will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- (ii) Employees are entitled to apply for study time and study leave in accordance with the provision of the Public Service Industrial Relations Guide or subsequent revision.
- (iii) The following costs associated with courses -
 - Higher Education Contribution Help Scheme Fee; or
 - TAFE compulsory fees; or
 - Compulsory post-graduate fees; or
 - Compulsory full fee paying course feeswill be reimbursed by the Department in accordance with the guidelines following.
- (iv) The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and:
 - (a) is their first qualification as an employee of DEC: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General; or
 - (b) is their second or successive qualification as an employee of DEC: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General.
- (v) Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of subclause (iv)(a) or \$12,000 in respect of sub-clause (iv)(b), where other requirements have been met as in subclause (viii) below.

- (vi) At the discretion of the Director General and where the Director General determines that it is in the interests of the Department, approval may be given for a maximum of eight annual approvals as set out in (v) above.
- (vii) To be eligible to receive a refund, an employee must:
 - (a) have been employed in the Department prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
 - (b) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (c) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- (viii) Staff members who received prior approval for study assistance:
 - (a) under this clause or similar clause/policy of a related entity, and
 - (b) commenced the approved course/subject under the award or policy at the time, and
 - (c) there is no break in the continuity of study and successful completion.

Will be regarded as under the award clause or policy until the completion of the approved course/study. Any subsequent application for study assistance will be treated as a second application under subclause (iv)(b) of this clause.
- (ix) The costs associated with courses as outlined in subclause (iii) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in subclauses (iv) (a)(b) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

ATTACHMENT 2

DEC General as part of current EPA Flexitime clause, BGT Determination and DEC (PWD) clause

Pattern of Hours

- (i) Pattern of hours is the way hours are worked each settlement period; i.e. start/finish times and days of the week for 7-day roster workers.
- (ii) Patterns of hours can be either flexitime, where start/finish times are flexible within the bandwidth; or, determined where start/finish times are set.

A. Flexitime

- (i) Employees are able to take two (2) flexi days off in a settlement period, as long as they have accumulated enough hours to do so.
- (ii) With prior management approval, employees may accumulate a credit balance of 14-35 hours to enable them to have up to 5 flexi days in a settlement period, to be taken at a mutually convenient time.
- (iii) Employees who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the Award provisions.
- (iv) Supervisors will have full and open 24 hour access to Employees' time sheet records and records pertaining to an employee flex leave.

- (v) Employees may carry forward to the next settlement period, in accordance with (i) and (ii) above a credit balance of up to 35 hours or a debit balance of 10 hours.
- (vi) Flex leave can be taken at either the beginning or end of a period of leave.
- (vii) Flexi days can be taken as either half days or full days. Time outside the bandwidth will not accrue to flexitime balance.
- (viii) Employees must have prior approval before taking flex leave.
- (ix) On cessation of duty Flexi Credits will be dealt with in accordance with Clause 20(n) of the Crown Employees (Public Service Conditions of Employment) Award 2002 as varied.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (DEPARTMENT OF PLANNING, INDUSTRY
AND ENVIRONMENT - PLACE MANAGEMENT NSW CASUAL
STAFF) AWARD 2019**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(Case No. 168964 of 2021)

Before Commissioner Sloan

19 October 2021

REVIEWED AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties
4.	Definitions
5.	Consultative Arrangements
6.	Conditions of Employment
7.	Trade Union Activities
8.	Savings of Rights
9.	Relationship to Other Awards
10.	Grievance and Dispute Settling Procedures
11.	Classification and Rates Schedule
12.	Deduction of Union Membership Fees
13.	Casual Employment
14.	Leave Entitlements
15.	Anti-Discrimination
16.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Classification and Rates Schedules - Casual Staff

2. Title

- 2.1 This award will be known as the Crown Employees (Department of Planning, Industry and Environment - Place Management NSW Casual Staff) Award 2019.

3. Parties

- 3.1 The parties to this award are the Industrial Relations Secretary, Department of Planning, Industry & Environment and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

4. Definitions

- 4.1 "Award" means the Crown Employees (Department of Planning, Industry & Environment - Place Management NSW Casual Staff) Award 2019.
- 4.2 "Casual" will mean a staff member engaged and paid as such by Place Management NSW, who is employed on an hourly basis as prescribed by clause 13 and employed under clauses 43(1)(c) and 43(4) of the *Government Sector Employment Act 2013*.
- 4.3 "Chief Executive" means the Chief Executive Officer as defined in the *Place Management Act 1998*.
- 4.4 "Delegate" means the person who has delegation to act on behalf of the Department Head or the Chief Executive.
- 4.5 "DPIE" or "Department" means the Department of Planning, Industry and Environment in which Placemaking NSW is a division.
- 4.6 "Joint Consultative Committee" or "JCC" means the Department of Planning, Industry & Environment Joint Consultative Committee.
- 4.7 "Manager" or "Supervisor" means an employee of Place Management NSW with management responsibilities for a branch, unit or discrete group of people and who has delegation to act as determined from time to time by delegations of the Chief Executive Officer and is not engaged as a consultant or contractor.
- 4.8 "Monetary rates or Salary" means the rates prescribed by the Common Salary Points in the Crown Employees (Public Sector – Salaries 2021) Award or its replacement.
- 4.9 "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 clause 13 of the Award.
- 4.10 "Ordinary hours" are the hours set under subclause 13.2 of this Award.
- 4.11 "Overtime" means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Chief Executive, which, due to its character or special circumstances, cannot be performed during the staff member's ordinary hours of duty.
- 4.12 "Place Management NSW" is part of Placemaking NSW.
- 4.13 "Placemaking NSW" is a division of DPIE and within Placemaking NSW is Place Management NSW.
- 4.14 "Public holiday" means a bank or public holiday under the *Public Holidays Act 2010* but does not include a Saturday which is such a holiday because of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.
- 4.15 "Service" holds the same meaning as service under the *Long Service Leave Act 1955*, as set out in clause 9.4 of this Award.
- 4.16 "Staff" or "staff member" means and includes all persons who are casually employed under the *Government Sector Employment Act 2013*.
- 4.17 "Union" or "PSA" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 4.18 "Workplace" means the whole organisation or, as the case may be, a branch or sections of the organisation in which staff are employed.

5. Consultative Arrangements

- 5.1 The parties to this award will utilise an established Joint Consultative Committee (JCC) to encourage and facilitate consultation and negotiation on workplace reform and equitable, innovative and productive workplace relations.

6. Conditions of Employment

- 6.1 Conditions of employment other than those fixed by this award are determined by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor and will apply to all staff employed by Place Management NSW.

7. Trade Union Activities

- 7.1 The provisions for trade union activities as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, and the Consultative Arrangements between the PSA and NSW Government including consultation and technological change and union deductions, will apply.

8. Savings of Rights

- 8.1 No staff member covered by this award must 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.

9. Relationship to Other Awards

- 9.1 This award must be varied to give effect to any salary increase or other benefits received by the public service as a result of a variation to the Crown Employees (Public Sector - Salaries 2021) Award or award replacing it.
- 9.2 This award must be varied to give effect of any variation to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or an award replacing it, in so far as it may affect clauses referred to in that award by this award.
- 9.3 Where there may be inconsistencies between this award and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, the arrangements in this award will prevail.
- 9.4 The definition of service in the *Long Service Leave Act 1955* will apply to casual employees engaged under this award.

10. Grievance and Dispute Settling Procedures

- 10.1 All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of Place Management NSW, if required.
- 10.2 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.
- 10.3 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 Department Head or delegate.
- 10.4 The immediate manager, or other appropriate officer, will 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.

- 10.5 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 must respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Chief Executive.
- 10.6 The Chief Executive or the Union may refer the matter to Industrial Relations Secretary following a reference to the DPIE Secretary for consideration.
- 10.7 If the matter remains unresolved, the Chief Executive will 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.
- 10.8 A staff member, at any stage, may request to be represented by the Union.
- 10.9 The staff member or the Union on their behalf or the Chief Executive may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 10.10 The staff member, Union, Place Management NSW and the Industrial Relations Secretary must agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 10.11 Whilst the procedures outlined in subclauses 10.1 to 10.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving workplace health and safety, if practicable, normal work must proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

11. Classification and Rates Schedule

- 11.1 All staff covered by this award will be paid in accordance with the classifications and rate structures as set out in Part B, Monetary Rates.
- 11.2 No staff will be disadvantaged by the application of this award.

12. Deduction of Union Membership Fees

- 12.1 The union will provide the Department with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 12.2 The union will advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable must be provided to the Department at least one month in advance of the variation taking effect.
- 12.3 Subject to 12.1 and 12.2 above, the Department must deduct union fortnightly membership fees from the pay of any staff member who is a member of the union in accordance with the union's rules, provided that the staff member has authorised the Department to make such deductions.
- 12.4 Monies so deducted from the staff member's pay must be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 12.5 Unless other arrangements are agreed to by the Department and the union, all union membership fees will be deducted on a fortnightly basis.
- 12.6 Where a staff member has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the staff member to make a fresh authorisation in order for such deductions to continue.

13. Casual Employment

- 13.1 Pursuant to section 43 of the *Government Sector Employment Act 2013*, the Department may engage casuals, for the staging of the annual events program, as part of the educational services tour program and to staff the Sydney Visitor Centres.
- 13.2 Hours of duty - The ordinary hours of duty of casual staff will be worked between the hours of 6.00am and 10.00pm, seven days a week.
- 13.3 Penalty Rates - A casual must be paid a loading of 15% for work commencing at or after 10pm and before 4am and 10% for work commencing at or after 4am and before 6am.
- 13.4 Where a casual is required to and does work on a Public Holiday, the casual must be paid at two and a half times the rate for time worked. Such payment must be in lieu of any other allowances or penalties which would have been payable if the day had not been a Public Holiday.
- 13.5 Minimum period of engagement - Casual staff must be provided with a minimum period of three hours' work on each engagement or be paid for a minimum of three hours at the appropriate casual rate.
- 13.6 Rates of pay - The ordinary hourly rate of pay of casual staff must be ascertained by dividing the annual salary for the relevant Common Salary Point in which the casual is employed by 52.17857, dividing the resultant answer by 35 and loaded by 20%. This loading must be paid in lieu of all leave prescribed by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- 13.7 On termination of each period of casual engagement, the casual must receive payment at the rate of 4/48th of monies received as compensation in recognition of the *Annual Holidays Act 1944*.
- 13.8 Overtime - All time worked by a casual outside or in excess of thirty five hours per week will be deemed overtime and be paid for at the appropriate hourly rate.
- 13.9 Termination - Casual staff members may be terminated by either Place Management NSW or by the casual with three hours' notice. In such circumstances remuneration will only be payable up to and including the time of termination of the three hourly period of engagement. Casuals may be terminated by Place Management NSW without notice in cases of serious and wilful misconduct.
- 13.10 Other - A casual will be entitled to other payments applicable to other employees, including overtime and appropriate allowances where those payments or allowances are not covered by this clause.

14. Leave Entitlements

- 14.1 All leave must be granted and administered in accordance with the leave provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and subsequent variations.

15. Anti-Discrimination

- 15.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 15.2 It follows that in fulfilling their obligations under the dispute settling procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision, of the award, which by its terms or operation, has a direct or indirect discriminatory effect.
- 15.3 It is the intention of the parties bound by this award to respect and value diversity in the workforce and to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate

discrimination in the workplace and in particular to ensure equal remuneration for men and women doing work of equal or comparable value.

- 15.4 Unlawful discrimination in the workplace includes any distinction, exclusion or preference made on any prohibited ground, which has the effect of denying or limiting equality of opportunity or treatment. Unlawful discrimination in the workplace includes sexual harassment and harassment on any prohibited grounds.
- 15.5 The parties recognise that it is unlawful to victimise an employee because the employee has made or may make or has even been involved in a complaint of discrimination or harassment.
- 15.6 Accordingly, in fulfilling their obligations the parties bound by this award must take all reasonable steps to ensure that the award must take all reasonable steps to ensure that the award provisions do not unlawfully discriminate in their effect and that unlawful discrimination or victimisation does not occur in any aspect of employment.
- 15.7 Any employee or group of employees who has a genuine belief that they have been or are being unlawfully discriminated against in their employment, or have been or are being victimised, may lodge a grievance in accordance with the relevant dispute resolution procedures referred to in this award
- 15.8 Note section 56(d) of the *Anti-Discrimination Act 1977* states:

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

16. Area, Incidence and Duration

- 16.1 This award will apply to all casual staff employed by Place Management NSW.
- 16.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007 published 6 September 2019 (385 I.G. 171), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 19 October 2021.

- 16.3 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Classification and Rates Schedules - Casual Staff

Effective from the beginning of the first full pay period to commence on or after 1 July 2020

Level	Common Salary Point	Base Hourly Rate Per Hour	20% Loading Per Hour Per Cl.13.6	4/48th Payment Per Hour Per Cl.13.7	Casual Full Rate Per Hour
1	17	\$27.0883	\$5.4177	\$2.7087	\$35.2147
2	28	\$30.2626	\$6.0525	\$3.0261	\$39.3412
3	40	\$33.7210	\$6.7442	\$3.3720	\$43.8372
4	49	\$36.6226	\$7.3245	\$3.6621	\$47.6092
5	61	\$40.9730	\$8.1946	\$4.0971	\$53.2648

6	69	\$44.3734	\$8.8747	\$4.4372	\$57.6853
7	78	\$48.4320	\$9.6864	\$4.8430	\$62.9615

Effective from the beginning of the first full pay period to commence on or after 1 July 2021

Level	Common Salary Point	Base Hourly Rate Per Hour	20% Loading Per Hour Per Cl.13.6	4/48th Payment Per Hour Per Cl.13.7	Casual Full Rate Per Hour
1	17	\$27.6408	\$5.5282	\$2.7640	\$35.9329
2	28	\$30.8797	\$6.1759	\$3.0878	\$40.1435
3	40	\$34.4088	\$6.8818	\$3.4407	\$44.7313
4	49	\$37.3695	\$7.4739	\$3.7368	\$48.5802
5	61	\$41.8086	\$8.3617	\$4.1807	\$54.3510
6	69	\$45.2786	\$9.0557	\$4.5277	\$58.8620
7	78	\$49.4199	\$9.8840	\$4.9418	\$64.2456

D. SLOAN, *Commissioner*

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CROWN EMPLOYEES (TIPSTAVES TO JUSTICES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(Case No. 180070 of 2021)

Before Commissioner Sloan

4 November 2021

REVIEWED AWARD**Arrangement**

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Recreation Leave
5.	Purchased Leave
6.	Extended Leave
7.	Sick Leave
8.	Public Holidays
9.	Leave for Special Purposes
9A.	Leave for Matters Arising from Domestic Violence
10.	Military Leave
11.	Study Time
12.	Parental Leave
12A.	Lactation Breaks
13.	Absence Whilst on Compensation to Count as Service for Leave Purposes
14.	Absences caused by Adverse Weather Conditions
15.	Continuity of Service
16.	Uniforms
17.	Grievance and Dispute Settling Procedures
18.	Anti-Discrimination
19.	Secure Employment
20.	Crown Employees (Public Service Conditions of Employment) Award 2009 to Apply
21.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1

APPENDIX A

APPENDIX B

PART A

1. Title

This award will be known as Crown Employees (Tipstaves to Justices) Award.

2. Definitions

- 2.1 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.2 "Employee" means a person employed as a tipstaff.
- 2.3 "Department" means the Department of In this Award, the term "employer" may be used in lieu of "Department" or "Department Head" Communities and Justice (Courts, Tribunals and Services Delivery).
- 2.4 "Service" means continuous service both before and after the commencement of this award as a tipstaff to any Justice of the Supreme Court of New South Wales or the Industrial Relations Commission of New South Wales, or the Land and Environment Court of New South Wales, or as a tipstaff to any Judge of the District Court of New South Wales or the Compensation Court of New South Wales; provided that future entrants will be deemed to have the years of service indicated by the salary at which they enter.
- 2.5 "Uniform" means a frock coat for court work as provided.
- 2.6 "Domestic Leave" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 2.7 "Secretary" means the Industrial Relations Secretary

3. Salaries

The rates of pay of employees will be set by the Crown Employees (Public Sector – Salaries 2021) Award, or any award replacing it. They are duplicated at Table 1 of Part B, Monetary Rates of this award.

4. Recreation Leave

4.1 Accrual and Calculation of Leave -

- (a) Recreation leave accrues at one and two third days per completed month of service, up to a maximum of 20 days per year. Recreation leave does not accrue in respect of unauthorised absences or in respect of authorised periods of leave without pay which, when aggregated, exceed five working days in a leave year unless such leave is taken during Law Vacation - see clause 4.4 Law Vacation below.
- (b) The minimum unit of leave is a quarter of a day and leave may be taken in multiples of a quarter day. Recreation leave entitlements should be balanced at least once per year. When calculating recreation leave, fractions other than an exact quarter day should be rounded off to the nearest quarter day or multiple thereof.
- (c) When calculating the proportionate deduction to be made in respect of leave without pay, fractions other than a quarter day or multiple thereof, should be rounded off to the next lower quarter day or multiple thereof.

4.2 Taking of Leave -

- (a) Recreation leave is to be taken in one consecutive period not later than six months after the completion of each 12 months service, except where the employer and employee agree otherwise.

- (b) An employee may be required by the employer to take accrued recreation leave at a time convenient to the employer but, as far as practicable, the wishes of the employee should be taken into account when fixing the time for the taking of leave, particularly where employees have special needs due to family responsibilities. For example, where employees have school aged children, leave rosters should be arranged in such a way as to allow each person to take leave at some time during school holidays.

4.3 Conservation of Leave -

- (a) Conservation of leave up to a maximum of 40 working days may be permitted by the employer in exceptional circumstances and on the understanding that the leave will be reduced to an acceptable level as soon as possible.
- (b) An employee must take their recreation leave to reduce all balance below 8 weeks, or its hourly equivalent, and the employer must cooperate in this process. The employer may direct an employee with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by school term one 2010.

4.4 Law Vacation -

- (a) Where a court or tribunal or other judicial body is temporarily closed or reduced to a nucleus for the purposes of annual holidays (law vacation), an employee who has not accrued sufficient recreation leave to cover the whole period of such closure or reduction of staff, will be required to take recreation leave to credit followed by leave without pay for the balance of the period.
- (b) Employees who are required to take leave without pay during law vacation are to be paid for all public holidays occurring during such leave. This period of leave without pay is also to count for the accrual of recreation leave in the following year.

4.5 Payment on Termination of Employment -

- (a) On termination of employment, an employee is entitled to be paid the monetary value of recreation leave to credit.
- (b) For the purposes of calculation of leave on termination, credit is to be allowed for periods of employment of less than a month. Leave due is to be calculated to an exact quarter day. Where applicable, fractions other than an exact quarter day are to be taken to the next higher quarter day.
- (c) Where an employee has been granted recreation leave in advance, the employer may deduct the value of such leave from any remuneration due to the employee on termination of employment.

4.6 Payment of Monetary Value of Accrued Recreation Leave on Death -

- (a) If an employee dies, the monetary value of accrued leave for which payment has not already been made, may be applied towards the payment of funeral expenses or may be paid to the employee's next of kin or to the Estate.
- (b) Where the funeral expenses have not been paid or have been paid by a person other than the person making the claim for payment of untaken recreation leave, approval may be sought from the Minister to direct that the funeral expenses form the first charge on the monetary value of leave. Payment may be made directly to the funeral director or to the person who paid the funeral expenses, subject to production of receipts.
- (c) Any balance of the monetary value of recreation leave should then be paid to the employee's next of kin or to the Estate as specified in the next clause.
- (d) If no claim for payment of funeral expenses is made, the monetary value of leave is to be paid in the following order (each class taking to the exclusion of the others):

- (1) to the widow or widower of the employee; or
- (2) to the children of the employee; or
- (3) to the dependent relatives of the employee; or
- (4) to the personal representative of the employee (that is the Estate)

4.7 Recreation Leave Loading -

- (a) Employees are to be granted a recreation leave loading equivalent to 17.5 per cent of four weeks' ordinary salary or wages, provided that the loading payable does not, in any case, exceed the loading calculated in accordance with the foregoing on the maximum salary applicable from time to time to Grade 12, Clerk under the Crown Employees (Public Sector – Salaries 2021) Award.
- (b) There will be a leave loading year ending 30 November, in every year. The full entitlement to the loading on recreation leave that the employee has accrued over the previous leave year is to be paid to the employee on the first occasion when he or she takes sufficient recreation leave to enable the employee to be absent from duty for at least two consecutive weeks after 1 December in any year. The loading will apply only to leave accrued in the year ending on the preceding 30 November.
- (c) Leave and salary records need to be endorsed to indicate that the leave loading for the previous leave loading year has been paid.
- (d) In the event of no such absence occurring by 30 November of the following year, the employee is to be paid the monetary value of the recreation leave loading payable on leave accrued as at 30 November of the previous leave year, notwithstanding that the employee has not entered on leave. Leave and salary records need to be endorsed to indicate that the payment has been made.
- (e) On retirement or termination of services by the employer for any reason other than misconduct an employee, who has not already taken a period of recreation leave since the preceding 1 December and who has not been paid the recreation leave loading in respect of such leave, is to be paid the recreation leave loading which would have been payable had such leave been taken.
- (f) The recreation leave loading is not to be paid when an employee is granted recreation leave to credit or the monetary value of recreation leave to credit on resignation or dismissal for misconduct.
- (g) Broken service during the year does not attract the recreation leave loading. If an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment is to be taken into account for annual leave loading purposes.
- (h) Rate of Payment -
 - (1) The recreation leave loading is to be calculated on the salary or wage rate paid for the leave when taken.
 - (2) If an increase in the salary or wage rate occurs during a period of leave, retrospective adjustment of the recreation leave loading is to be made. Where payment is made as at 30 November, because no period of two weeks' leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.
 - (3) Provided adequate notice is given, the recreation leave loading is to be paid prior to entry on leave, generally at the same time as the salary or wages in respect of the period of leave.
 - (4) The recreation leave loading may be calculated in the following manner:

- (i) Annual Salaries; loading on 4 weeks leave; divide the annual salary by 74.54.
- (ii) Weekly Rates; loading on 4 weeks leave; divide the weekly rate by 1.4286.

5. Purchased Leave

- 5.1 An employee may apply to enter into an agreement with the employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- (a) Each application will be considered subject to operational requirements and personal needs and will take into account the employer's business needs and work demands.
 - (b) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
 - (c) The leave will count as service for all purposes.
- 5.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.
- (a) 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.
 - (b) 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.
- 5.3 Purchased leave is subject to the following provisions:
- (a) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
 - (b) 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.
 - (c) Sick leave cannot be taken during a period of purchased leave.
 - (d) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - (e) 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.
 - (f) Allowance for Temporary Assignment will not be paid when a period of purchased leave is taken.
- 5.4 Specific conditions governing purchased leave may be amended from time to time by the Industrial Relations Secretary in consultation with the Association. The employer may make adjustments relating to their salary administration arrangements.

6. Extended Leave

- 6.1 Employees are entitled to extended leave in accordance with the Government Sector Employment Regulation 2014.
- 6.2 Employees who are required to take leave without pay as a result of the law vacation will have such periods counted as service for the purposes of extended leave.

7. Sick Leave

7.1 Accrual of Leave -

- (a) Subject to the conditions set out in this clause, an employee with not less than three months' continuous service may be granted sick leave up to a maximum of ten working days in each sick leave year in respect of absence from duty, provided the employer is satisfied that such absence is due to illness or incapacity not attributable to the employee's misconduct.
- (b) For those who commenced employment prior to 1 July 1986, a sick leave year will commence on the first day of January each year. In the first year of service, however, where the employee has completed at least three months' of continuous service, sick leave will accrue on the following basis: -
 - (1) Where employment commenced after 31 December and prior to 1 April: 10 days
 - (2) Where employment commenced after 31 March and prior to 1 July: 7.5 days
 - (3) Where employment commenced after 30 June and prior to 1 October: 5 days
 - (4) Where employment commenced after 30 September and prior to 1 January: 2.5 days
- (c) For those who commenced employment after 1 July 1986, the following sick leave provisions apply:
 - (1) during the first 12 months of employment:
 - first 3 months of continuous service: no leave
 - 3 to 6 months of continuous service: 5 days
 - 6 to 9 months continuous service: 7.5 days
 - 9 to 12 months of continuous service: 10 days
 - (2) on completion of 12 months' service; 10 days sick leave will be available per year from the anniversary of commencement of employment.
- (d) Re-employment in the same leave year - Where an employee is re-employed in the same leave year, sick leave entitlement in respect of that year is not to exceed ten working days or the sick leave that the employee would have been entitled to had employment during the year been continuous from the date of first employment in that year, whichever is the lesser.
- (e) Previous accumulation - An employee who was employed as such on 1 January 1970 is to be credited with the sick leave accumulated as at that date. In respect of a partially completed year of service as at 31 December 1969, accumulation under the said paragraph 7.1(b) is to be calculated by allowing half a day for each completed month of service.
- (f) Accumulation from 1 January 1970 - Effective from 1 January 1970, all sick leave not utilised during the leave year, accumulates and may be used during subsequent service as required in respect of genuine absences due to illness or incapacity.
- (g) Service - Except as provided in paragraph 7.1(d) above and in the Continuity of Service section hereunder, previous periods of employment are not to be taken into account for sick leave purposes.

7.2 Special Leave for Accepted War-Caused Disabilities - After a continuous period of at least three months' service as a Ministerial employee, an employee who has had a period of service with the armed forces of Australia, is eligible to be granted up to ten days' special sick leave on full pay in any sick

leave year in addition to his or her ordinary sick leave, if he or she is absent as a result of an accepted war-caused disability. Absences from duty for the following reasons are also to be debited against the special sick leave:

- (a) attending hospital or medical officer for pension review;
- (b) attending hospital to report or for periodical examination or attention; and;
- (c) attending Limb Factories for supply, renewal and or repair of artificial replacements or surgical appliances.

7.3 When an employee exhausts the special sick leave allocation in a leave year, any further absences in that year on account of war-caused disabilities, are to be charged against ordinary sick leave to credit.

7.4 Notification of Absence - If an employee is to be absent from duty because of illness or other emergency, the employee will notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence and the reason for the absence.

7.5 Leave Pending Determination of Claims for Workers Compensation -

- (a) Pending the determination of a claim for workers compensation, an employee may be granted sick leave to credit. If subsequently, payment of workers' compensation is approved, any sick leave granted in anticipation of workers' compensation is to be restored to the employee's credit.
- (b) When an employee who has been absent from duty in excess of 26 weeks, is granted the statutory rate under workers' compensation, he or she may utilise available sick leave to make up the difference between the statutory rate and ordinary rate of weekly salary or wage. On the expiration of available sick leave, weekly compensation payments only will be payable.

7.6 Leave as a Charge Against Accrued Recreation Leave, Long Service Leave or Leave Without Pay.

An employee who has exhausted sick leave to credit and is still unable to resume duty through illness or incapacity, may elect to utilise any recreation, long service leave to credit or sick leave without pay, provided the absence continues to be supported by acceptable medical certificates.

7.7 Illness whilst on Recreation or Long Service Leave -

- (a) Where an employee produces a satisfactory medical certificate to the effect that he or she has been incapacitated for any period whilst on recreation leave or for a week or more whilst on long service leave, the employee may be granted sick leave to credit in respect of the period covered by the medical certificate. Recreation or long service leave replaced by the grant of sick leave is to be re credited to the employee.
- (b) The granting of sick leave will not apply in respect of recreation or long service leave being taken prior to resignation or termination of services.

7.8 Medical Certificates - An employee absent on account of illness for any period will submit a medical certificate showing the nature of the illness, if called upon by the employer to do so.

8. Public Holidays

8.1 The following public holidays will be paid for provided they occur on days which ordinarily would be working days for the employees concerned: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labor Day; Christmas Day; Boxing Day and such other holidays as may be proclaimed as public holidays throughout the State but not proclaimed local holidays.

8.2 An employee who is absent from work on the working day before or the working day after a Public Holiday without reasonable excuse or without the approval of an appropriate senior person, for example

supervisor at the place of employment, will not be entitled to payment for such holiday. When work is not carried on right up to the holiday or resumed immediately after a holiday, as at Christmas and New Year, payment for the holiday will be granted if the employee works up to the time of general stoppage and resumes when the work recommences.

- 8.3 If the holiday falls on a weekend, no additional payment will be made unless the employee is required to work on that day.
- 8.4 When a holiday occurs during the first month in which an employee is absent through illness, such an employee is to receive pay for the day at the rate of wages paid immediately before the absence commenced.
- 8.5 Where any of the abovementioned public holidays fall within a period of leave granted to an employee, such holidays will not be a charge against such leave except where leave being taken is long service leave.
- 8.6 An employee who is entitled to be paid for public holidays, will be paid in full for any such holidays occurring during a period of absence in respect of which workers compensation payments are being made.

9. Leave for Special Purposes

- 9.1 Bereavement Leave -
- (a) An employee other than a casual employee will be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 9.1(c) below.
 - (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
 - (c) Bereavement leave will be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 9.11(a)(3) provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
 - (d) An employee will not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
 - (e) Bereavement leave may be taken in conjunction with other leave available under subclause 9.11. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the court.
- 9.2 Attending Retirement Preparation Seminars - An employee may be granted one day's special leave (with pay) for the purpose of attending a retirement preparation seminar conducted by a recognised Superannuation Fund.
- 9.3 National Aborigines and Torres Strait Islander Day - Employees who identify as Aborigines or Torres Strait Islander may be granted up to one day's special leave to enable them to participate in the celebrations of NAIDOC week each year.
- 9.4 Jury Service - An employee who is called up for jury duty may elect to be granted:
- (a) special leave with pay to cover the time necessarily absent from work, subject to the employee refunding to the employer any fees, less out-of-pocket expenses, paid by the Court in respect of attendance for jury duty; or
 - (b) leave without pay or as a charge against recreation leave to credit, in which case the employee is entitled to retain all fees paid by the Court in respect of attendance for jury duty.

9.5 Firefighting or Assisting the State Emergency Services -

- (a) An employee who undertakes firefighting duties during declared emergencies is to be granted special leave on full pay for the time the employee is required to be absent from duty on such emergency firefighting activities.
- (b) An employee who is a volunteer member of a local Fire Brigade or Rural Fire Service may be granted special leave on full pay to a maximum of five days per year to cover necessary absences from duty when called upon to fight fires during normal working hours.
- (c) An employee, who volunteers to assist the State Emergency Services or Rural Fire Service during emergency operations and is released by the employer for that purpose, is to be regarded as being on duty whilst engaged in these activities during normal working hours and paid as if he or she has been carrying out normal work. Where an employee remains on emergency duty for several days and, as a result, experiences physical distress, such employee may be allowed reasonable time for rest before returning to normal duties.

9.6 Absences due to adverse weather conditions - Employees whose life or property is being threatened by adverse weather conditions or where they are prevented from reporting for duty by fire, flood or snow, are eligible to be granted leave to cover their absence from duty.

9.7 Naturalisation Ceremonies - An employee who is to be naturalised may be granted time off, without loss of pay, for the minimum time necessary to enable him or her to prepare for and attend the ceremony.

9.8 Leave to attend Trade Union Training Courses - Leave may be granted up to a maximum of 12 working days in any period of two years to employees who are members of the union to attend short training courses or seminars conducted by or with the support of the Trade Union Training Australia, subject to the following conditions:

- (a) that the employer's operating requirements permit the grant of leave and the employee's absence does not require the employment of relief staff;
- (b) leave of absence will be granted at ordinary pay, that is, payment is not to include shift allowances, penalty rates or overtime;
- (c) leave granted will count as service for all purposes;
- (d) expenses associated with attendance at such courses or seminars, for example fares, accommodation, meal costs, will be met by the employee concerned, but subject to the maximum prescribed above, leave may include travelling time required during working hours to attend such courses or seminars;
- (e) applications for leave must be accompanied by a statement from the union that it has nominated the employee concerned for such course or seminar or that it supports his or her application.

9.9 Leave for employees holding office in Local Government -

- (a) Holders of the office of Mayor of a Municipality, President of a Shire or Chairman of a County Council may be granted special leave with pay for the purpose of attending meetings, conferences or performing other council work which cannot be carried out outside of ordinary working hours.
- (b) Whilst the quantum of leave to be granted is to be determined by the employer, absences requiring time off during normal working hours should be kept to a minimum.
- (c) Where the employer is not prepared to grant special leave with pay, the employee may be granted leave as a charge against available recreation leave or leave without pay.

9.10 English Language Tuition Leave -

- (a) Employees of non-English speaking background who are unable to adequately communicate in the English language, will be granted time off without loss of pay to attend English Language Classes conducted by the employer or any other recognised statutory authority, for example the Adult Migrant English Service.
- (b) The type, duration and extent of courses conducted by the employer will be developed in consultation with the Adult Migrant English Service or other recognised authority.

9.11 Personal/Carer's Leave -

(a) Use of Sick Leave -

- (1) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 9.11(a)(3) will be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 in terms of clause 6 Sick Leave, 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.
 - (2) The employee will, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.
 - (3) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
 - (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 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 subclause:

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

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

"household" means a family group living in the same domestic dwelling.
- (b) An employee will, 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 will notify the employer by telephone of such absence at the first opportunity on the day of the absence.

- (c) Unpaid Leave for Family Purpose - An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 9.11(a)(3) of this clause who is ill.
- (d) Recreation Leave -
 - (1) An employee may elect, with the consent of the employer, subject to the provisions of clause 4 Recreation Leave, to take recreation leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (2) Access to recreation leave, as prescribed in subparagraph 9.11(d)(1) of this subclause, will be exclusive of any Law Vacation period provided for elsewhere under this award.
 - (3) Where applicable, an employee and employer may agree to defer payment of recreation leave loading in respect of single day absences, until at least five consecutive recreation leave days are taken.

9A. Leave for Matters Arising from Domestic Violence

- 9A.1 The definition of domestic violence is found in subclause 2.5, of clause 2, Definitions, of this award;
- 9A.2 Leave entitlements provided for in clause 7, Sick Leave and subclause 9.11, Personal Carers Leave, may be used by employees experiencing domestic violence;
- 9A.3 Where the leave entitlements referred to in subclause 9A.2 are exhausted, the employer will grant up to five days Special Leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- 9A.4 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;
- 9A.5 Personal information concerning domestic violence will be kept confidential by the Department;
- 9A.6 The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

10. Military Leave

- 10.1 Annual Grant - In the period of 12 months commencing on 1 July each year, employees who are part-time members of the Defence Forces' Reserves are entitled to be granted military leave on the following basis:
 - (a) Annual Training for members of the:
 - Navy Reserve - 13 calendar days on full pay.
 - Army Reserve - 14 calendar days on full pay.
 - Air Force Reserve - 16 calendar days on full pay.
 - (b) Attendance at a School, Class or Course of Instruction by members of the:
 - Navy Reserve - 13 calendar days on full pay.

Army Reserve - 14 calendar days on full pay.

Air Force Reserve - 16 calendar days on full pay.

Leave provided for in this subclause also applies to attendances in a teaching capacity.

- (c) Additional Grant - Where the Commanding Officer certifies in writing that it is obligatory for the employee to attend training for a period that exceeds the leave normally available, the employer may grant further military leave not exceeding four calendar days in any one military leave year. If the additional 4 calendar days are insufficient to cover the excess, then the employer may grant leave as a charge against recreation or long service leave to credit or as leave without pay.
- (d) Alternative Arrangements - Whilst every effort should be made to release an employee from work at the time requested, military leave may be refused if it is not in the public interest to grant the leave at the time applied for. In such cases, the leave is to be granted later in the military leave year to enable the employee to attend an equivalent annual camp, school, class or course of instruction.
- (e) Payment for Military Leave - Payment of wages in respect of periods of military leave is additional to any payments that the employee receives from the Defence Force Reserves.

10.2 Medical Examinations - Special leave up to a maximum of one day may be granted for the time necessary to attend a medical examination or tests for acceptance as a part-time member of the Defence Force Reserves, subject to production of evidence of attendance.

10.2.1 Casual Employees - A casual employee required to undertake part-time military training may be granted leave on the same basis as applies to other employees, provided the period does not exceed the period in which he or she would normally have been employed by the current employer.

11. Study Time

11.1 Purpose - Study time is granted for the following purposes:

- (a) attendance at compulsory lectures, tutorials or residential schools, where these are held during working hours;
- (b) necessary travelling during working hours to attend lectures or tutorials held during or outside working hours;
- (c) weekly private study;
- (d) to provide a period of time off prior to or during the examination period for private study purposes as an alternative to weekly study time.

11.2 Courses Eligible for Study Time - Courses for which study time is granted must meet at least one criteria in each of the subclauses below:

- (a) lead to a recognised qualification; or
be a TAFE special course; or
be a bridging or qualifying course; or
be an incidental subject which forms part of a course for which study time would be available, where the incidental subject is of relevance to the employer or the public sector.

- (b) be administered by a public institution;
be accredited by the Department of Education and Training; or
lead to membership of a registered professional organisation.
- (c) be able to be taken on a part-time basis. Study time does not apply to a course that is organised essentially for full time students or which, in later stages, requires full-time attendance.

11.3 More Than One Course Studied at the One Time -

- (a) Study time may be granted for more than one course at the same time, provided that the two courses together result in a part-time load and the attendance pattern is convenient to the employer.
- (b) Regardless of the number of courses studied at one time, the maximum grant remains four hours per week, as outlined in subclause 10.4 below.

11.4 Calculation of Study Time Grant -

- (a) Half an hour is granted for every hour of class attendance required, up to a maximum grant of four hours per week and in respect of correspondence courses, by allowing half an hour for every hour of tutorial or lecture attendance in a corresponding face to face course.
- (b) Where there are block attendance requirements or field days, the grant is calculated by:
 - Step 1: totalling the attendance requirement, in hours, for the semester;
 - Step 2: dividing this amount by two;
 - Step 3: dividing this by the number of weeks in the semester that lectures are held;
 - Step 4: this amount, or 4 hours, whichever is the lesser, is the weekly amount granted.

11.5 Additional Leave -

- (a) Where the grant in subclause 11.4 above is insufficient to cover essential absences, the necessary extra should be granted. Additional leave which, together with leave granted under 11.4 above, totals 4 hours or less does not have to be made up. Leave of more than 4 hours per week must be made up.
- (b) Study time granted in excess of 4 hours may be made up either in advance or in retrospect.

11.6 Study Time in Excess of Four Hours Per Week - Study time granted in excess of four hours per week may be made up either in advance or in retrospect but always in accordance with the arrangement negotiated, in advance, between the employer and employee.

When such an arrangement is being negotiated, the following factors should be considered:

- (a) nature of the duties;
- (b) needs of the workplace;
- (c) whether additional leave granted can be made up before the next grant; and
- (d) use of other forms of leave to offset the additional study time where making it up is impractical.

11.7 When Study Time is Postponed or Not Granted.

- (a) Study time is not to be granted in respect of any classes not attended or when an employee is absent on any other form of leave.
- (b) Study time is an expendable grant. It is lost if not taken at the nominated time but, if an emergency situation arises and the employee is asked by the employer to forego their normal study time, such time may be granted on another day during the same week.

11.8 Power to Grant or Refuse - The grant of study time is subject to the relevance of the course and employer convenience. The employer has the power to grant, and to refuse, study time and the actual study time arrangement must be negotiated between the employee and the employer.

11.9 Repeated Subjects -

- (a) 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 employee's control.
- (b) An employee attending, during working hours, repeat subjects for which study time has not been granted, must make up all time taken off in attending those subjects.

11.10 Accumulation - Subject to employer's convenience:

- (a) employees may choose to accumulate part or all of their study time;
- (b) accumulated study time may be taken in any pattern or at any time.

11.11 Compulsory Residential Schools - Correspondence students may accumulate their study time as outlined in subclause 11.10 above in order to cover any compulsory residential schools.

11.12 Block Grants -

- (a) Some courses require substantial block attendance to allow students to undertake compulsory practical work experience.
- (b) A block grant may be made, either in addition to or instead of study time accumulating under 11.11 above, if the employer is satisfied that:
 - (1) block attendance is compulsory;
 - (2) the usual study time grant is inadequate; and
 - (3) the course is of significant value and therefore warrants a different kind of grant.

11.13 Maximum Periods of Block Grants - Block periods of study time may be granted as follows:

- (a) up to 10 days study time may be granted in addition to the grant outlined in subclause 11.5 above
- (b) up to 20 days study time may be granted instead of the grant outlined in subclause 11.6 above.

11.14 Study Time Granted for the Whole Course - In some circumstances it may be more appropriate to grant an amount of study time for the whole course. Such study time can then be taken according to the needs of the employee and employer's convenience. In cases of this type, the average yearly study time taken should not be more than 10 days, if taken in accordance with 11.13(a) above or 20 days, if taken in accordance with 11.13(b) above.

11.15 Courses Involving Research and Thesis - Block periods of study time may be granted to staff in relation to the research and thesis component of:

- (a) higher degrees;
- (b) qualifying studies to higher degrees; or
- (c) Honours studies.

11.16 Grant of Block Periods in Respect of Courses Involving Research and Thesis - These block periods may be granted on the following basis:

- (a) 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 10 days study time for the thesis or major project component;
- (b) for qualifying studies entirely by thesis the grant is 10 days;
- (c) for masters degree studies by research and thesis only, the total grant is 25 days for courses of 2 years' minimum duration and 35 days for courses of 3 years' minimum duration.
- (d) for doctoral studies, the total grant for the course is 45 days.

11.17 Monitoring Study Time - Employers should ensure that:

- (a) employees granted study time have completed their enrolments;
- (b) employees are continuing with the course for which study leave has been granted;
- (c) where there is a choice of times for attendance, the actual attendance pattern is convenient to the employer as well as the employee; and
- (d) additional study time, in excess of four hours per week, is made up.

11.18 The Application Process - Employees who wish to apply for study time should formally notify the employer as soon as possible. Where study time has been granted, employees should give the employer reasonable notice of the program for each year or semester and their proposed pattern of leave. This will allow any negotiations to be completed before the academic year or semester begins.

11.19 Refusal of Study Time Applications - Where an employer decides to refuse an application for study time, he or she should ensure that:

- (a) timely advice is given to the applicant to allow consideration of alternatives;
- (b) counselling is available to applicants to consider alternatives;
- (c) reasons for refusal are clearly and promptly stated, in writing, to the applicant;
- (d) an internal review process or grievance procedure is available should the employee wish a review of the decision.

If subsequently the decision not to grant study time is overturned, the employer may grant study time retrospectively.

11.20 Examination Leave -

- (a) Paid leave, up to a maximum of 5 working days per year, may be granted in respect of attendance at examinations in approved courses of study. Examination leave is available to both face to face and correspondence students.

- (b) The period granted is to include time actually involved in the examination and necessary travelling time. Examination leave is not to be granted in respect of any examinations conducted within normal class timetable during the term or semester, and where study time has been granted to the candidate.

12. Parental Leave

Parental leave includes maternity, adoption and "other parent" leave.

12.1 Maternity leave will apply to an employee who is pregnant and, subject to this clause the employee will be entitled to be granted maternity leave as follows:

- (a) For a period up to 9 weeks prior to the expected date of birth; and
- (b) For a further period of up to 12 months after the actual date of birth.
- (c) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

12.2 Adoption leave will apply to an employee adopting a child and who will be the primary care giver, the employee will be granted adoption leave as follows:

- (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- (b) For such period, not exceeding 12 months on a full-time basis, as the employer may determine, if the child has commenced school at the date of the taking of custody.
- (c) Special Adoption Leave - An employee will 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.

12.3 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:

- (a) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph (a) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

12.4 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:

- (a) Applied for parental leave within the time and in the manner determined set out in subclause 12.1 of this clause; and
- (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (1) Continuous service is defined as full or part-time but not casual service, within the NSW Public Service or within a State or governmental organisation proclaimed as such under the *Government Sector Employment Act 2014*.

- (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (1) in advance as a lump sum; or
 - (2) fortnightly as normal; or
 - (3) fortnightly at half pay; or
 - (4) a combination of full-pay and half pay.

- 12.5 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:
 - (a) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - (b) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - (c) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.

- 12.6 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:
 - (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (b) at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
 - (c) at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.

- 12.7 Calculation of increments and leave credits:
 - (a) Increments - any period of paid parental leave (at full or half-pay) will count as full service for the purposes of determining incremental progression. However, unpaid parental leave will not count as service for determining incremental progression.
 - (b) Leave credits -
 - (1) Parental leave at full pay will count as full service for the purposes of determining all forms of leave.
 - (2) Parental leave at half pay is paid leave that is being taken at a reduced rate of pay and will accrue all other leave at half the rate.
 - (3) Unpaid parental leave will not count as service for determining any form of leave entitlement except for extended leave in cases where at least 10 years of service has been completed and the unpaid parental leave does not exceed 6 months.

- 12.8 Except as provided in subclauses 12.4, 12.5 and 12.6 of this clause, parental leave will be granted without pay.

- 12.9 Right to request
 - (a) An employee who has been granted parental leave in accordance with subclause 12.1, 12.2 or 12.3 may make a request to the employer to:

- (1) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (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.
- (b) The employer will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

12.10 Notification Requirements

- (a) 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.
- (b) 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:
 - (1) that she/he intends to take parental leave, and
 - (2) the expected date of birth or the expected date of placement, and
 - (3) if she/he is likely to make a request under subclause 12.9.
- (c) At least 4 weeks before an employee's expected date of commencing parental leave they must advise:
 - (1) the date on which the parental leave is intended to start, and
 - (2) the period of leave to be taken.
- (d) Employee's request and the employer's decision to be in writing

The employee's request under 12.9(a)(1) and the employer's decision made under 12.9(a)(2) must be recorded in writing.
- (e) An employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the 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.
- (f) 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.
- (g) An employee must notify the employer as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- (h) 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.

- 12.11 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 12.8, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 12.12 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 will be appointed to a role of the same grade and classification as the employee's former role.
- 12.13 If the role occupied by the employee immediately prior to the taking of parental leave has been moved as part of a formal relocation of an organisational unit (for example, the relocation of all or part of an agency from the Central Business District, or the regionalisation of agency's functions) the employee has the right to return to the former role in the new location. If the employee so requests, the employer should consider the practicability of transferring the employee to a role at the same classification and grade in the former, or more suitable location.
- 12.14 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.
- 12.15 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 employer) must be given.
- 12.16 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.
- 12.17 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.
- 12.18 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - (b) the total period of parental leave, is not extended by the taking of recreation leave at half pay;
 - (c) when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay will 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.
- 12.19 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.
- 12.20 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.

12.21 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer will take reasonable steps to:
- (1) 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
 - (2) 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.
- (b) The employee will 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.
- (c) The employee will also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a) of this subclause.

12.22 Employees entitled to parental leave will also have an additional entitlement as set out in Appendix B.

12A. Lactation Breaks

12A.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.

12A.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.

12A.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.

12A.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.

12A.5 The employer will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

12A.6 Other suitable facilities, such as refrigeration and a sink, will 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.

12A.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.

12A.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 7, Sick Leave, of this award, or access to flexible working hours, where applicable.

13. Absence Whilst on Compensation to Count as Service for Leave Purposes

Absence due to incapacity caused by an accident for which compensation is payable is to be regarded as service for the accrual of all leave.

14. Absences Caused by Adverse Weather Conditions

Where an employee is stood down without pay because of an adverse weather condition, such absence is to be regarded as service for recreation and long service leave purposes.

15. Continuity of Service

15.1 Periods of absence not to affect continuity - Continuity of service will be deemed not to be broken by periods of absence on recreation, sick or long service leave or other absences not involving a termination of the contract of employment.

An employee's contract of employment and continuity of service will also be deemed not to be broken by termination of services arising directly or indirectly from an industrial dispute or where the services have been terminated by the employing authority by reason of slackness of work. Such break in the contract of employment however is not to be taken into account in calculating the period of service.

15.2 Termination due to ill health and subsequent re-employment - Where the services of an employee have been terminated because of ill health but the employee is re-employed within a period of twelve months, the previous service is to be taken into account for recreation and sick leave purposes, provided the employee is able to produce a medical certificate which covers the whole period of absence, that is, from date of termination to date of re-employment.

15.3 Taking of Leave - Leave is to be taken, whenever practicable, upon the completion of each 12 months service and not later than six months after accrual.

15.4 General - In all other respects, the provisions for Recreation Leave under clause 4 apply.

16. Uniforms

One new uniform will be supplied to each tipstaff Employee upon appointment as a tipstaff and thereafter upon each twelve months completed service. Each tipstaff Employee will receive a new uniform provided that each tipstaff will be responsible for the reasonable upkeep and repair of his or her own uniform.

17. Grievance and Dispute Settling Procedures

17.1 All grievances and disputes relating to the provisions of this award will 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 Department, if required.

17.2 An employee is required to notify in writing their immediate supervisor, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and if possible, state the remedy sought.

17.3 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 Department Head or delegate.

17.4 The immediate supervisor, or other appropriate officer, will 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.

- 17.5 If the matter remains unresolved with the immediate supervisor, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Department Head.
- 17.6 The Department Head may refer the matter to the Secretary.
- 17.7 If the matter remains unresolved, the Department Head will 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.
- 17.8 An employee, at any stage, may request to be represented their union.
- 17.9 The employee, or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 17.10 The employee, Association, Department and Secretary will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 17.11 Whilst the procedures outlined in subclauses 17.1 to 17.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

18. Anti-Discrimination

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

19. Secure Employment

19.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent roles 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.

19.2 Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months will thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee will give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph 19.2(a), upon receiving notice under subclause 19.2(b) 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 will consent to or refuse the election, but will not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 19.2(c), the employer and employee will, in accordance with this paragraph, and subject to paragraph 19.2(c), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph 19.2(f), the employee will 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 will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

19.3 Workplace Health and Safety

- (a) For the purposes of this subclause, the following definitions will apply:
 - (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.
 - (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.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate workplace health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (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
 - (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.
- (c) Nothing in this subclause 18.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Workplace Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

19.4 Disputes Regarding the Application of this Clause

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

- 19.5 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 legislation) and are deemed by the relevant authority to comply with the national standards for Group Training Organisations.

20. Crown Employees (Public Service Conditions of Employment) Award 2009 to Apply

The provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 will apply to this award. In the event of corresponding clauses, the Crown Employees (Tipstaves to Justices) Award will supersede the Crown Employees (Public Service Conditions of Employment) Award 2009.

21. Area, Incidence and Duration

21.1 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Tipstaves to Justices) Award published 1 May 2020 (387 I.G. 1024), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 November 2021.

This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

The salaries are set in accordance with the Crown Employees (Public Sector - Salaries 2021) Award and are effective from the first pay period to commence on or after 1 July 2021.

Table 1

Tipstaff	Salary Per Annum Effective 1 July 2021 \$
1st Year of service	62,839
2nd Year of service	64,044
3rd Year of service	65,160
Tipstaff to the Chief Justice	66,298

APPENDIX A

- (1) 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 (2) 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 will 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 will, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

(2) A family member for the purposes of paragraph (i)(a) above is:

- (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 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.

(3) 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 will 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.

APPENDIX B

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a) and 3(b) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (4) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.

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

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TRADES ASSISTANTS) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(Case No. 180204 of 2021)

Before Commissioner Sloan

20 October 2021

REVIEWED AWARD**Arrangement****PART A**

Clause No.	Subject Matter
1.	Hours - Day Workers
2.	Wages
3.	Mixed Functions
4.	Special Rates
5.	Overtime
6.	Shiftwork
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PART B**MONETARY RATES**

Table 1 - Wages

Table 2 - Other Rates and Allowances

PART A

1. Hours - Day Workers

- 1.1 Except as provided elsewhere in this Award the ordinary working hours will be thirty-eight per week and will be worked in accordance with the following provisions for a four-week work cycle.
- 1.2 The ordinary working hours will be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00 a.m. and 6.00 p.m. Employees will be credited with 0.4 of one hour on each day worked. This time will accrue as an entitlement to take the fourth Monday in each cycle as a day off with pay.
- 1.3 By agreement in writing between the employer and the employee(s) an alternate day may be substituted for the fourth Monday. All provisions of the relevant award will apply to the alternate day off.
- 1.4 Where the fourth Monday or agreed rostered day off falls on a public holiday, the next working day will be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
- 1.5 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks will be regarded as a day worked for accrual purposes.
- 1.6 Where an employee has not worked a complete 4 week cycle, they will be entitled to pro-rata accrued entitlements towards a rostered day off for each day (or fraction thereof) worked or regarded as worked in the cycle. This provision will also apply to their entitlements on termination of employment.
- 1.7 In addition to their accrued entitlements, employees will be paid at the rates for Saturday work as provided in Clause 5, Overtime, if required by the employer to work on an accrued rostered day off. The requirement to work will apply in circumstances where it is necessary to enable other workers to be employed productively, or to carry out maintenance outside ordinary working hours, or for any other reasons arising from unforeseen delays and/or emergency circumstances on a project.
- 1.8 Where an employee works on their rostered day off in accordance with subclause 1.8, the employee may elect, where practicable, to have another day off in substitution before the end of the succeeding work cycle. In such a case the accrued entitlements are transferred to the substituted day off.
- 1.9 A paid rest period of ten minutes will be provided between 9 a.m. and 11 a.m. or at such earlier time as may be mutually agreed upon. Employees will be allowed a tea break during the afternoon period at a time to be arranged by the employer. The taking of the tea break will not involve a complete stoppage of work. Where the majority of employees on a particular site are covered by awards other than this award, the conditions for the taking of morning and afternoon rest breaks that apply to the majority will be observed by mutual agreement.

2. Wages

The ordinary rates of pay for employees under this award will be as set out in Table 1 of Part B, of this award. These rates will be adjusted in accordance with variations of the Crown Employees (Public Sector – Salaries 2021) Award or any replacement award.

3. Mixed Functions

Where an employee is engaged for more than two hours daily or per shift on temporary assignment, they will be entitled to an allowance or rate allowance for the whole of such day or shift. If the temporary assignment is undertaken for two hours or less during one day, payment at the higher rate will apply only to hours worked.

4. Special Rates

In addition to the wages prescribed in clause 2 Wages, the following special rates and allowances will be paid to employees, and will be adjusted in accordance with variations of the Crown Employees (Public Sector – Salaries 2021) Award or any replacement award:

- 4.1 Cold Places - Employees working in places where the temperature is reduced by artificial means to less than 0 degrees Celsius will be paid the allowance rate specified in Item 1 of Part B, Table 2. Where such work continues for more than two hours, employees will be entitled to twenty minutes rest after every two hours work without loss of pay.
- 4.2 Confined Spaces - Employees required to work in a confined space will be paid the allowance rate specified in Item 2 of Part B, Table 2. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 4.3 Dirty Work - Work which is considered by both a supervisor and worker to be of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned, and for which no other special rates are prescribed, will be paid for by the allowance rate specified in Item 3 of Part B, Table 2.

In the case of disagreement between the supervisor and worker the latter will be entitled within twelve hours to ask for a decision on their claim by the employer, industrial officer, manager, superintendent or engineer. A decision will be given on the worker's claim within twenty-four hours of its being asked for (unless the time expires on a non-working day, in which case it will be given on the next working day) or else the said rate will be paid. In any case where the union is dissatisfied with the decision of the employer, industrial officer, manager, superintendent or engineer, it will have the right to bring such case before the Industrial Relations Commission of New South Wales.

- 4.4 Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water will be paid the allowance rates specified in Item 4 of Part B, Table 2. Height will be calculated from where it is necessary for the employee to place their hands or tools in order to carry out the work to such ground, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial structure that, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause will not apply to employees working on a suitable scaffold erected in accordance with the Work Health and Safety Regulation 2011.
- 4.5 Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius will be paid the allowance rate specified in Item 5 of Part B, Table 2. In places where the temperature exceeds 54 degrees Celsius, such employees will be paid the allowance rate specified in Item 5 of Part B, Table 2.

Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees will also be entitled to twenty minutes' rest after every two hours' work, without deduction of pay. The work supervisor will decide as to the temperature level, after consultation with the employees who claim the extra rate.

- 4.6 Insulation Material - An employee working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material of a like nature is being used in insulating work, will be paid the allowance rate specified in Item 6 of Part B, Table 2. If the insulating material is silicate, they will be paid an extra hourly amount also set out in Item 6. This additional allowance will apply whether the employee is actually handling such material or not, if the insulating material includes granulated cork. The allowance will not be paid for the handling of corkboard or materials contained in unbroken packages.
- 4.7 Smoke-boxes, etc - Employees working on repairs to smoke-boxes, furnace or flues of boilers will be paid an hourly allowance. An employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, will, while also working inside such boiler, be entitled to a further allowance. The rates for both allowances are specified in Item 7 of Part B, Table 2.

4.8 Wet Places -

- (i) An employee working in any place where water is continually dripping on the employee, or where there is water underfoot so that clothing and boots become wet, will be paid the allowance rate specified in Item 8 of Part B, Table 2. This extra rate is not payable where an employee is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate will be paid at that rate for any part of the day or shift that they are required to work in wet clothing or wet boots.
- (ii) An employee who is called upon to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less will be entitled to the allowance rate specified in Item 9 of Part B, Table 2.
- (iii) An employee called upon to work knee-deep in mud or water, will be paid at the rate of the allowance rate specified in Item 10 of Part B, Table 2. This subclause will not apply to an employee who is provided with suitable protective clothing and/or footwear.

4.9 Acid Furnaces, Stills, etc. - A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, will be paid the allowance rate specified in Item 11 of Part B, Table 2.

4.10 Towers Allowance - An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over fifteen metres in height will be paid the allowance rate specified in Item 12 of Part B, Table 2, for all work above fifteen metres.

4.11 Depth Money - An employee working in tunnels, cylinders, caissons, coffer dams and sewer work, and in underground shafts exceeding 3 metres in depth will be paid the allowance rate specified in Item 13 of Part B, Table 2.

4.12 Swing Scaffolds - The allowance rate specified in Item 14 of Part B, Table 2, for the first four hours or any portion thereof, and for each hour thereafter on any day will be made to any persons employed:

- (i) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
- (ii) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

Solid plasterers when working off a swing scaffold will receive an additional hourly payment as set out in Item 14 of Part B, Table 2.

An employee will not be required to raise or lower a swing scaffold by themselves.

4.13 Septic Tanks - If an employee is required to work in a septic tank in operation he/she will be paid an additional amount set out in Item 15 of Part B, Table 2 per day or part of a day.

4.14 Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature, then only the highest of such rates will be payable.

4.15 Rates Not Subject to Penalty Provisions - The special rates herein prescribed will be paid irrespective of the times at which the work is performed, and will not be subject to any premium or penalty conditions.

4.16 Explosive Powered Tools - Employees required to use explosive powered tools will be paid the allowance rate specified in Item 16 of Part B, Table 2.

4.17 Distant Places -

- (i) All employees working in districts west and north of and excluding:

- (a) State Highway No. 17 from Tocumwal to Gilgandra;
- (b) State Highway No. 11 from Gilgandra to Tamworth;
- (c) Trunk Road No. 63 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes.

will be paid the allowance rate specified in Item 17 of Part B, Table 2.

- (ii) All employees working in the Western Division of the State will be paid the allowance rate specified in Item 17 of Part B, Table 2.
- (iii) All employees working within the area bounded by and inclusive of:
 - (a) Snowy River from the New South Wales border to Dalgety, then by road directly from Dalgety to Berridale;
 - (b) on the Snowy Mountain Highway at Adaminaby to Blowering;
 - (c) from Blowering southwest to Welaregang and on the Murray River;
 - (d) in a south-easterly direction along the New South Wales border to the point of commencement.

will be paid the allowance rate specified in Item 17 of Part B, Table 2 extra per day or part thereof.

4.18 Applying Obnoxious Substances -

- (i) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature will be paid the allowance rate specified in Item 18 of Part B, Table 2.
- (ii) In addition, employees applying such material in buildings, which are normally air-conditioned, will be paid the allowance rate specified in Item 18 of Part B, Table 2.
- (iii) Where there is an absence of adequate natural ventilation, the employer will provide ventilation by artificial means and/or supply an approved type of respirator. In addition, protective clothing will be supplied where recommended by the NSW Department of Health.
- (iv) Employees working in close proximity to employees so engaged will be paid the allowance rate specified in Item 18 of Part B, Table 2.
- (v) For the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system will be deemed to be materials of a like nature.

4.19 Foundry Allowance - Employees, whilst employed in a foundry, will be paid an allowance as set in item 19 of Part B, Table 2, for each hour worked to compensate for all disagreeable features associated with foundry work. This includes heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise. The allowance herein prescribed will be in lieu of any payment otherwise due under this clause.

4.20 Asbestos Eradication -

This subclause will apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.

Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos.

All aspects of asbestos eradication work will be conducted in accordance with the Work Health and Safety Regulation 2011.

In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) will receive the allowance rate specified in Item 20 of Part B, Table 2. This is in lieu of special rates as prescribed in Clause 4, Special Rates, with the exception of subclauses 4.1, cold places; 4.5, hot places; 4.12, swinging scaffolds.

Other Conditions - The conditions of employment rates and allowances, except so far as they are otherwise specified in this subclause will be the conditions of employment, rates and allowances of the award as varied from time to time.

5. Overtime

5.1 Overtime will be payable for all time worked outside the ordinary hours prescribed in Clause 1, Hours - Day Workers, for any one day, including accrued time. The rates of pay will be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause 5.2 of this clause, in computing overtime each day's work will stand alone.

5.2 Rest Period after Overtime: Following completion of overtime, an employee will either:

- (i) Be released from resuming ordinary duty for a period of 10 consecutive hours. This number of hours does not include time spent travelling; or,
- (ii) If required to resume or continue working without having had a break of 10 consecutive hours, excluding travel, will be paid at the rate of double time until such a break is given. This break will be granted without loss of pay for ordinary working time occurring during such absence.
- (iii) In the case of shift workers, the provisions of this subclause will apply as if eight hours were substituted for ten hours when overtime is worked:
 - (a) for the purpose of changing shift rosters; or
 - (b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - (c) where a shift is worked by arrangement between the employees themselves.

5.3 Call Back -

- (i) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of four hours' work at the appropriate rate for each time recalled. In the case of unforeseen circumstances arising, the employee will not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause does not apply:
 - (a) in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside their ordinary working hours; or
 - (b) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (ii) Overtime worked in the circumstances specified in this subclause will not be regarded as overtime for the purposes of subclause 5.2 of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.

- (iii) If an employee is required to work in excess of four hours, he/she will be paid a meal allowance specified in Item 21 of Part B, Table 2 and allowed a crib time of 20 minutes without deduction of pay at the end of each four hours' work, provided work is to continue after the said period of four hours.

5.4 Saturday Work - Five Day Week -

A day worker on a five-day week who is required to work on a Saturday will be paid for not less than four hours' work, except where such overtime is continuous with overtime commenced the previous day. All work performed in the afternoon will be paid for at double time rates. Tea Breaks will be allowed in accordance with subclause 1.10 of Clause 1, Hours - Day Workers.

5.5 Standing By -

An employee required to hold themselves in readiness to work after ordinary hours will, until released, be paid standing-by time at ordinary rates from the time they are advised of the requirement to stand by. This is subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back.

5.6 Meal Hours - General -

Except as provided in subclause 5.7, Meal Hours - Maintenance Employees, Concrete Pours etc., double time rates will be paid for work done during meal hours and thereafter until a meal break is allowed. An employee will not be compelled to work for more than six hours without a break for a meal.

5.7 Meal Hours - Maintenance Employees, Concrete Pours, etc. -

- (i) Where breakdowns of plant occur or routine maintenance of plant can only be done while such plant is idle, an employee employed as a regular maintenance person will, whenever instructed to do so, work during meal breaks at the ordinary rates prescribed herein. This will be subject to the provisions of subclause 5.6.
- (ii) Where, for special reasons, it is necessary to alter the time of the recognised meal hours for the purpose of finishing the pouring of concrete, hot mix, etc. or where work is affected by tides, the employer may alter the lunch break either forward or backward by one hour.

5.8 Tea Money -

Tea Money - An employee required to work overtime will be paid the amount set out in item 21 of Part B, Table 2 for Meal Allowance after one and a half hours overtime. A further payment as set out in item 21 of Part B, Table 2 for Meal Allowance Each Subsequent Meal will be made after a further two and a half hours overtime (i.e., after four hours in total) and then for each subsequent period of four hours overtime. Such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.

5.9 Transport of Employees -

An employer will provide transport for an employee where he/she finishes overtime work or a shift not part of their regular roster at a time when reasonable means of transport are not available. If transport is not provided the employee will be paid at their current rate for the time reasonably occupied in reaching their home. This subclause will not apply to an employee who uses their own vehicle to travel to and from their place of work.

5.10 Compulsory Overtime -

- (i) An employer may direct any employee to work reasonable overtime at overtime rates 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 will be taken into account:

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
- (b) any risk to employee's health and safety,
- (c) 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,
- (d) 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
- (e) any other relevant matter.

5.11 Cribs -

- (i) An employee who is required to work overtime for two hours or more after the normal ceasing time will be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods will be allowed without loss of pay, provided that overtime work continues after such break. For the purposes of this paragraph "normal ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 1, Hours - Day Workers and Clause 6, Shiftwork.
- (ii) Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes will be allowed between 12 noon and 1 pm without loss of pay.

5.12 Limitation of Overtime -

No employee, including a night shift worker, will work for more than 16 hours overtime in any week excepting in the case of extreme urgency such as urgent repairs or delay causing unemployment.

6. Shift Work

6.1 Definitions - For the purpose of this clause:

"Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

"Continuous Work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

"Rostered Shift", means a shift of which the employee concerned has had at least forty-eight hours' notice.

6.2 Hours - General -

- (i) Employees on shift work will accrue 0.4 of an hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift for every 20-shift cycle. This 20th shift will be paid for at the appropriate shift rate as prescribed by this clause.
- (ii) Paid leave taken during any cycle of four weeks and public holidays as prescribed by Clause 7, Holidays and Sunday Work, will be regarded as shifts worked for accrual purposes.
- (iii) Except as provided above, employees not working a complete four week cycle will be paid accrued pro-rata accrued entitlements for each shift worked on the programmed shift off, or in the case of termination of employment, on termination.

- (iv) The employer and employees will agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract. This accumulation will be limited to no more than 5 days before they are taken as paid days off. When taken, the days will be regarded as days worked for accrual purposes in the particular 20-shift cycle.
 - (v) Where an employer, for emergency reasons requires an employee to work on their rostered day off, the terms and conditions prescribed in subclauses 1.8 and 1.9 of Clause 1, Hours - Day Workers, will apply.
- 6.3 Hours - Continuous Work Shifts - This subclause will apply to shift workers on continuous work -
- (i) The ordinary hours of such shift workers will not exceed -
 - (a) eight in any one day; nor
 - (b) forty-eight in any one week; nor
 - (c) eighty-eight in fourteen consecutive days; nor
 - (d) one hundred and fifty two in twenty-eight consecutive days.
 - (ii) Subject to the following conditions such shift workers will work at such times as the employer may require:
 - (a) a shift will consist of not more than eight hours, inclusive of crib time;
 - (b) except at the regular changeover of shifts an employee will not be required to work more than one shift in each twenty-four hours;
 - (c) twenty minutes will be allowed to shift workers each shift for crib which will be counted as time worked.
- 6.4 Hours - Other than Continuous Work - This subclause will apply to shift workers not on continuous work. The ordinary hours of such shift workers will not exceed -
- (i) forty in any week to be worked in five shifts of eight hours Monday to Friday, inclusive; or
 - (ii) eighty in fourteen consecutive days in which case an employee will not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;
 - (iii) one hundred and twenty-one consecutive days in which case an employee will not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.
- Such ordinary hours will be worked continuously except for meal breaks at the discretion of the employer. An employee will not be required to work for more than six hours without a break for a meal.
- 6.5 Rosters - Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shifts.
- 6.6 The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.
- Determined commencing and finishing times of shifts may be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.

In the absence of agreement, variation can occur by the employer giving seven days' notice of alteration to the employee.

- 6.7 Afternoon or Night Shift Allowances - Shift workers whilst on afternoon or night shifts will be paid 15 per cent more than the ordinary rate for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights will be paid at the rate of time and a half for the first three hours and double time thereafter.

An employee who:

- (i) during a period of engagement on shifts, works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of their working time off night shift in each shift cycle;

will during such engagement, period or cycle be paid 30 per cent more than their ordinary rate for all time worked as ordinary working hours on such night shifts.

Notwithstanding anything elsewhere contained in this subclause, employees of the Department of Education who are required to work on an afternoon shift, as defined, on an intermittent basis of from one to five evenings in any week will be paid 15 per cent more than the ordinary rates for such shift when the shift ceases not later than 9 pm. Where the shift ceases after 9 pm, the employee will be paid 20 per cent more than the ordinary rates for such shift.

- 6.8 Saturdays - The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday will be time and a half. Such extra rate will be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause 6.7 of this clause.

- 6.9 Overtime - An employer may require any employee to work reasonable overtime at overtime rates and such employee will work in accordance with such requirement.

- 6.10 Sundays and Holidays -

- (i) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday will be paid at the rate of time and three-quarters. Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a public holiday will be paid at the rate of double time and one-half.
- (ii) Shift workers on other than continuous work for all time worked on a Sunday or holiday will be paid at the rates prescribed by clause 7, Holidays and Sunday Work. Where shifts commence between 11 pm and midnight on a Sunday or a holiday, the time so worked before midnight will not entitle the employee to the Sunday or holiday rate. The time worked by an employee on a shift commencing before midnight on a Saturday or preceding a holiday and extending into a Sunday or holiday will be regarded as time worked on such Sunday or holiday.

Where the major portion of a shift falls on a holiday, that shift will be regarded as the holiday shift.

7. Holidays and Sunday Work

- 7.1 Employees will be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, and all other gazetted holidays proclaimed to operate throughout the State.

- 7.2 Except as provided in subclause 6.10 Sundays and Holidays of Clause 6, Shift Work, of this award, an employee not engaged on continuous work will be paid at the rate of double time for work done on Sundays, such double time to continue until relieved from duty, and double time and one half for work done on public holidays, such double time and one half to continue until relieved from duty.
- 7.3 An employee not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, will on being relieved from duty be entitled to be absent until they have had ten consecutive hours off duty. The 10 hour break will be without deduction of pay for ordinary time of duty occurring during such absence.
- 7.4 An employee, other than on shift, who attends for work as required on a Sunday or public holiday will be paid for not less than four hours' work.
- 7.5 Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee will not be entitled to payment for such holiday.

Where public holidays fall on successive days an employee who works on either the day preceding or succeeding the holiday, but not on both, will be entitled to payment for the holiday closest to the said day. No payment will be made if the employee has ceased work without permission on either of the said days.

- 7.6 Where an employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, he/she will be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.
- 7.7 The provisions of subclause 1.10 of clause 1, Hours - Day Workers, of this award, will apply to employees working on Sundays and Holidays.

8. Payment of Wages

- 8.1 Wages will be paid fortnightly. For the purpose of any increase to the wages, the wages will be made up on a weekly basis.
- 8.2 Wages will be paid into a bank or other account, except in isolated areas where payment will be made by cheque.
- 8.3 The employer will not keep more than 3 days pay in hand.
- 8.4 Upon termination of employment wages will be paid according to the usual method no later than the next working day. Where an employee is summarily dismissed as provided for in Clause 9, Contract of Employment, the employer will provide all monetary entitlements within 48 hours according to the usual method of payment.

9. Contract of Employment

- 9.1 Weekly Employment - Except as otherwise provided, employment will be by the week.
- 9.2 Employment will be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This will not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such cases the wages will be paid up to the time of dismissal only.

Where an employee has given or been given notice, employment is continued until the date of the expiration of such notice, except by agreement between the parties.

An employee who has given or been given notice in line with this subclause must provide a reasonable explanation for any absences during the period of notice. Proof of the reason for such absence must be

provided by the employee. If no proof is provided, the employee will be deemed to have abandoned their employment and will not be entitled to payment for work done within the period of notice.

- 9.3 Payment will be deducted for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work that the employer cannot reasonably be held responsible for. This is not including time lost for wet weather.
- 9.4 An employee (other than an employee who has given or received notice in accordance with subclause 9.2) not attending for duty will, except as provided by clause 7, Holidays and Sunday Work, receive no payment for the actual time of such non-attendance.
- 9.5 During the first week of employment, an employee's services may be terminated by the giving of one hour's notice on either side.
- 9.6 Late Comers: Notwithstanding anything elsewhere contained in this award, employees who report for duty after their appointed starting time or stop work before their appointed finishing time may have their wages adjusted by a fraction or decimal proportion of an hour (not exceeding a quarter of an hour). This subclause does not apply where an employee has a legitimate reason for coming late or leaving early and promptly advises the employer of such.

An employer who adopts a proportion for the aforesaid purposes will apply the same proportion for the calculation of overtime.

10. Distant Work

- 10.1 Distant work is defined as work that requires employees to live away from their usual place of residence. An applicant for a position involving distant work will provide the employer with a statement in writing of their usual place of residence. If the employee, whilst employed on distant work changes their usual place of residence one or more times, determination of whether the work can still be defined as distant work is based on the location of the new place of residence. The employee must inform the employer in writing of any change to their usual place of residence.

This clause will not apply to an employee who, after four weeks employment is appointed to work as a regular employee at a permanent workshop, while they are employed at such a workshop.

- 10.2 An employee who is engaged on distant work will be transported, with tools, to and from the work location once per day at the employer's expense. If the employee is called back to the work site after finishing their daily duties, they again will be transported to and from at the employer's expense for each occurrence.
- 10.3 Return fares and travelling time need not be paid to an employee who:
- (i) leaves their employment of their own free will; or
 - (ii) is discharged for misconduct

before completion of three months employment or before the job is completed, whichever occurs first; or is discharged for incompetence within one week of engagement.

- 10.4 Time occupied in travelling to and from distant work will be paid for at ordinary rates. No employee will be paid more than an ordinary day's wages for any day spent in travelling unless they are on the same day occupied in working for an employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 22 of Part B, Table 2.
- 10.5 On distant work reasonable board and lodging will be provided by the employer or a weekly (7 day) allowance as set out in Item 23 of Part B, Table 2. This allowance will not be wages. In the case of broken parts of the week occurring at the beginning or the end of a period of distant work, the allowance will be all living expenses actually and reasonably incurred but not exceeding the amount as set out in Item 23 of Part B, Table 2.

- 10.6 Reasonable board and lodging will mean lodging in a well-kept establishment with adequate furnishing, good bedding and floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available.
- 10.7 Where an employee is required to camp either by direction of the employer or because no reasonable transport facilities are available for the employee to proceed to and from their home each day, subclauses 10.5 and 10.6 of this clause will not apply.

For such employees, the employer will provide a camp with accommodation in single cubicles, not less than 14 cubic metres in size. Each cubicle will be fitted with a bed with mattress. Each cubicle will have a timber floor covering, be fitted with a door and a moveable window of reasonable size, with wire screen covering. The cubicle will be furnished with a table or suitable substitute, a seat and a wardrobe. Each cubicle will be ceiled and lined and artificial lighting provided. If reasonably required, the employer will provide a suitable heating appliance for each cubicle.

Provision will be made in the camp for suitable washing facilities; including hot and cold showers, provided that an adequate water supply is available. Employees will also be provided with sufficient facilities to wash their clothes. Sanitary conveniences will be adequate, sewerage where reasonably practicable and situated within reasonable distance from the living quarters. The conveniences will have adequate access by properly lighted paths. Effluent from kitchen, laundry and showers should be dispersed in such a way as to avoid any health risk. A veranda will be constructed in front of each room, except where corridor-type barracks are provided.

The employer will provide an enclosed galley conforming to the requirements of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, as varied from time to time, or by any award replacing the said award.

Where the circumstances so require, the employer may, as an alternative, provide caravans for employees. The caravans should contain as far as practicable, amenities at least equal to those specified above.

An employee who is required to camp has an entitlement to a daily allowance as specified in Item 24 of Part B, Table 2 for each day they remain in camp. The allowance is not paid for any working day the employee is absent from duty, except in such cases of sickness or for any reason beyond the employee's control.

Leave is reserved to the employers to apply in respect of the standards of accommodation under this subclause.

- 10.8 Employees who wish to return home for the weekends will be paid an allowance at the rate shown in Item 25 of Part B, Table 2 on each occasion they return home - provided they:
- (i) work as required during the ordinary working hours, and
 - (ii) work on the working day both before and after a weekend, and
 - (iii) notify the employer no later than the Tuesday of each week, and
 - (iv) return home for the weekend.

Employees in receipt of this allowance will not be entitled to payment of the camping allowance prescribed in subclause 10.7, for the day or days on which they are absent.

- 10.9 This subclause will not apply to an employee who is receiving the allowance rate specified in Item 23 of Part B, Table 2 in lieu of board and lodging being provided by the employer.
- 10.10 An employee will be deemed to have returned home at the weekend only if this involves him/her in being absent from their accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next week.

- 10.11 The provisions of this clause will apply wherever the employee is engaged.
- 10.12 An employee on distant work may return home at a weekend after three months' continuous service and thereafter at three monthly intervals. The employee will be paid any fares reasonably incurred in so travelling to their home and to the place of work. If the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, then the provisions of this subclause will not apply.
- 10.13 The employer will obtain and the applicant will provide the employer with a statement in writing of their usual place of residence.
- 10.14 The employee will inform the employer in writing, of any subsequent change in their usual place of residence.

11. Special Conditions

- 11.1 Employees engaged installing brine or ammonia pipes or repairs to same who have their clothing or boots destroyed or damaged will be reimbursed the amount of damage sustained.
- 11.2 All rope and gear will be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acids or acid fumes. At all times the Work Health and Safety Regulation 2011, will be complied with.
- 11.3 Employees working in battery room or like places where acids or caustic soda are stored or used will be provided with gloves, overalls and rubber boots. These are to be periodically disinfected in accordance with the requirements of the Department of Health for disinfecting clothing, while in use and before being issued to another person.
- 11.4 The employer will provide a suitable gas mask at the place of work when the employee is required to work on a live gas service.
- 11.5 X-ray - an employee working in an infectious area of a hospital or home will be X-rayed at the employer's expense and in the employer's time after each six months or at the termination of their employment in such hospital or home, whichever is the sooner.

12. Hygiene and Safety First-Aid Outfit

- 12.1 The employer will provide and maintain at the place of work an efficient first-aid kit and appliances in line with the provisions of the *Work Health and Safety Act 2011* and Work Health and Safety Regulation 2011.
- 12.2 In the event of any accident happening to any employee whilst at work or going to or from work where the employee is so seriously injured that they cannot travel by their own means, the employer will provide transport facilities free of charge to the nearest hospital or doctor.
- 12.3 At a place of work where fifty or more persons are employed, the employer will provide a stretcher and, where practicable, include amongst the employees a qualified first-aid person. Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, he or she will be paid an additional rate as set in Item 26 of Table 2, Part B.

13. Conveniences

- 13.1 The employer will provide on each place of work sanitary conveniences in accordance with the requirements of the local health authority providing that such conveniences will at least measure up to the following minimum standard:
- (i) they will be at least 1.066 metres wide and 1.371 metres long and 2.34 metres high internal measurement and will have a hinge door capable of being fastened both inside and on the outside.

- (ii) the walls and roof and door will be of weatherproof material and will be so constructed as to ensure privacy.
- (iii) each convenience will be provided with a suitable receptacle for, and an adequate supply of, deodorising or fly-repellent material, blue oil or kerosene or phenol. It will also be provided with a means for disposing of sanitary items.
- (iv) a fly-proof cover and seat will be provided should sewerage not be accessible or connected to the toilet or convenience.

The ratio of such accommodation will be one convenience to eight employees or part of eight employees.

- 13.2 The employer will provide at the place of work a suitable and secure weatherproof lock-up solely for the purpose of storing employees' tools. Where tools are stolen because no lock-up has been provided, the employee will be compensated to the extent of their loss.
- 13.3 Where a total of fifteen tradespeople are working on site, whether employed under this award or otherwise, and the job has been or will be of two months' duration or longer, the employer will provide for employees at the work site weatherproof accommodation for changing clothes. This accommodation will be not less than .84 square metres to each employee.
- 13.4 At permanent places of work, the employer will provide weather and dust proof accommodation for dressing, and lockers securely fixed with suitable locks, solely for the use of their employees.
- 13.5 At meal times and rest periods, boiling water will be provided by the employer at a location that is reasonably accessible for employees.
- 13.6 The employer will provide for employees an adequate supply of cool, clean drinking water.

14. Damage to Clothing or Tools

An employee whose clothing is spoiled by acids or sulphur or other deleterious substance, due to the circumstances of their employment will be recompensed by the employer to the extent of their loss.

15. Special Clothing

- 15.1 Where necessary, the employer will provide overalls, boots, goggles, gloves and masks for the use of employees engaged on the classes of work covered by subclause 4.7, Smoke-boxes, etc., of clause 4 Special Rates.
- 15.2 If, in the course of employment, an employee is required to use muriatic acid they will be provided with protective clothing.
- 15.3 The employer will supply to employees rubber gloves when working on any sewerage or drainage work and protective clothing and goggles when engaged on welding work.
- 15.4 When working in cooling or freezing chambers where the temperature is below 4 degrees Celsius, painters will be supplied with suitable boots and a clean blanket suit properly disinfected in accordance with the requirements of the New South Wales Department of Health.

16. Excess Fares and Travelling Time

- 16.1 An employee who is required by their employer to work at a job away from their accustomed workshop or depot will report for work at that job at their usual starting time. For each day spent on such work, employees will be entitled to be paid travelling time where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop or depot.

- 16.2 The rate of pay for travelling time will be ordinary rates, except on Sundays and holidays when it will be time and one-half. The maximum travelling time to be paid for will be twelve hours out of every twenty-four.

17. Expense Related Allowances

The Expense Related Allowances set out in Table 2, of Part B of this Award (i.e. Meal allowance, Distant work allowances, Camping allowance and Return home at weekend allowance) will be adjusted in accordance with variations to the Crown Employees (Skilled Trades) Award or any replacement award.

18. Exhibition of Award

An up to date copy of this award will be posted and kept posted by the employer in a prominent place on the employer's premises that is accessible to all employees.

19. Dispute Resolution Procedures

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award will be in accordance with the following:

19.1 Procedure relating to a grievance of an individual employee:

- (i) The employee will notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer to discuss the grievance and state the remedy sought.
- (ii) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (iii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iv) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (v) While a procedure is being followed, normal work must continue. No party will be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.
- (vi) The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.

19.2 Procedure for a dispute between an employer and the employees:

- (i) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (ii) Reasonable time limits must be allowed for discussion at each level of authority.

19.3 While a procedure is being followed, normal work must continue. No party will be prejudiced as to the final settlement by continuation of work in accordance with this subclause.

19.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

19.5 Should the matter still not be resolved within a reasonable time period, it may be referred to the Industrial Relations Commission of New South Wales by any of the parties.

20. Family and Community Service/Personal Carer's Leave

20.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and is referred to as the "person concerned" and is:

- (i) a spouse of the employee; or
- (ii) a de facto spouse, who in relation to a person, is a person of the opposite sex to 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
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial) parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household, where for the purposes of this 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.

20.2 Family and Community Service Leave

- (i) The employer may grant family and community service leave to an employee:
 - (a) for reasons related to the family responsibilities of the employee, or
 - (b) for reasons related to the performance of community service by the employee, or
 - (c) in a case of pressing necessityFamily and Community Service Leave replaces Short leave.
- (ii) The maximum amount of family and community service leave on full pay that may be granted to an employee is:
 - (a) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (b) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.
- (iii) Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (iv) 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 discrete "per occasion" basis on the death of a person defined in subclause 20.1.

20.3 Use of sick leave to care for a sick dependant - general -

When family and community service leave, as outlined in subclause 20.2 is exhausted, the sick leave provisions under subclause 20.4 may be used by an employee to care for a sick dependant.

20.4 Use of sick leave to care for a sick dependant - entitlement -

- (i) The entitlement to use sick leave in accordance with this clause is subject to:
 - (a) the employee being responsible for the care and support of the person concerned, and
 - (b) the person concerned being as defined in subclause 20.1.
- (ii) An employee with responsibilities in relation to a person who needs their care and support will 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.
- (iii) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, 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.
- (iv) In special circumstances, the employer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph 20.4(iii).
- (v) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (vi) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (vii) Wherever practicable, the employee will give the employer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the employer beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (viii) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

20.5 For Department of Education employees assigned to work at TAFE premises, the provisions of TAFE Determination No. 1 of 1997 - Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Service Entitlements - Non-Teaching/Educational Staff will apply.

20A. Leave for Matters Arising from Domestic Violence

20A.1 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*;

20A.2 Leave entitlements provided for in clause 20, Family and Community Service/Personal Carer's Leave, may be used by an employee experiencing domestic violence;

20A.3 Where the leave entitlements referred to in sub clause 20A.2 are exhausted, the employer will grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations;

- 20A.4 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;
- 20A.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 20A.6 The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

21. Parental Leave

For employees covered by this award, the following provisions in respect of parental leave will apply:

- 21.1 Employees engaged pursuant to the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*, or any replacement award.
- 21.2 Employees engaged under Ministerial authority in Government and quasi-Government bodies will be regulated by the Uniform Leave Conditions.
- 21.3 Employees of the Department of Education assigned to work at TAFE premises, the Department of Education policies in regard to parental leave.

21A. Lactation Breaks

- 21A.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.
- 21A.2 A full time employee 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.
- 21A.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.
- 21A.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 staff member.
- 21A.5 The employer will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 21A.6 Other suitable facilities, such as refrigeration and a sink, will 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.
- 21A.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.
- 21A.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 or access to flexible working hours or make up time in their workplace, where applicable.

22. Anti-Discrimination

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

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

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

23. Picnic Day

- 23.1 The first Monday in December of each year will be the Union Picnic Day.
- 23.2 All employees will, as far as practicable, be given and will take this day as a picnic day at their ordinary rate of pay including accrual for a rostered day off. Any employee required to work on such day will be paid at the rate of double time and one-half, for all time worked on such day, with a minimum payment for four hours work. An employee who is required to work on a picnic day and who fails to comply with such requirement will not be entitled to payment for the day.
- 23.3 An employer may require from an employee evidence of attendance at the picnic. The production of the butt of a picnic ticket issued for the picnic will be sufficient evidence of such attendance. Where the employer requests production of the ticket butt, payment need not be made unless the evidence is produced.
- 23.4 Where an employer holds a regular picnic for employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.

23.5 This clause will apply to employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic is actually held and in respect of which one month's notice is given in writing by the Union to the employer.

23.6 In Departments to which the *Government Sector Employment Act 2013* applies, employees may take a day designated by their Department Head as a public service holiday during the period between Boxing Day and New Year's Day in lieu of the Picnic Day prescribed in this clause.

24. General Leave Conditions and Accident Pay

24.1 General leave conditions and accident pay of employees engaged by Government departments under the provisions of the *Government Sector Employment Act 2013* will be bound by the Government Sector Employment Regulation 2014. For Department of Education employees assigned to work at TAFE premises, general leave conditions and accident pay will be regulated by Department of Education policies on these issues.

24.2 General leave conditions and accident pay of employees engaged under Ministerial authority in Government and quasi-government bodies will be regulated by the Uniform Leave Conditions.

25. Union Delegate

An employee appointed union delegate in the shop or department in which he/she is employed will, upon notification, be recognised by the employer as an accredited representative of the Union. The union delegate will be allowed the necessary time during working hours to interview the employer or their representative on matters affecting the employees who are represented by the delegate.

26. Deduction of Union Membership Fees

26.1 The union will provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.

26.2 The union will advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable will be provided to the employer at least one month in advance of the variation taking effect.

26.3 Subject to 26.1 and 26.2 above, the employer will deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

26.4 Monies so deducted from employee's pay will be forwarded regularly to the union together with the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

26.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees will be deducted on a fortnightly basis.

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

27. Secure Employment

27.1 Objective of this Clause

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

27.2 Casual Conversion

- (i) 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 will 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.
- (ii) Every employer of such a casual employee will give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph 27.2(i), upon receiving notice under paragraph 27.2(ii) 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 will consent to or refuse the election, but will not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) 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.
- (v) 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.
- (vi) 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 27.2(iii), the employer and employee will, in accordance with this paragraph, and subject to paragraph 27.2(iii), 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 employer and the employee.
- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee will 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 will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(ix) Exemption

The abovementioned casual conversion clause will not apply to persons who:

- (a) perform work for the Public Service Departments as defined in Part 1of the *Government Sector Employment Act 2013*; or
- (b) have their conditions of employment regulated by the:
 - i. *Police Act 1990*;
 - ii. *Technical and Further Education Commission Act 1990*;
 - iii. *Casino Control Act 1992*;
 - iv. *Independent Commission Against Corruption Act 1988*.

27.3 Work Health and Safety

(i) For the purposes of this subclause, the following definitions will apply:

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which, might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which, engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will 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 work health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause 27.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

27.4 Disputes Regarding the Application of this Clause

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

27.5 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 Services to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

28. Area, Incidence and Duration

- 28.1 This award will apply to all employees of the classes specified in clause 2, Wages, of this award who are employed in agencies to which Schedule 1 Public Service agencies of the *Government Sector Employment Act 2013* applies, including Department of Education employees assigned to work at TAFE premises; or engaged under Ministerial authority in Government and quasi-government bodies. It will not apply to those persons employed under the above provisions that are employed in Broken Hill.
- 28.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Trades Assistants) Award published 15 May 2020 (388 I.G 246), as varied.
- 28.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 October 2021.
- 28.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 – Wages

Trades Assistants			
	Classification and Grades	1.7.20 Per week 0.3% \$	1.7.21 Per week 2.04% \$
	Blacksmith's striker	966.1	985.80
	Cold saw operator	973.6	993.50
	Driller (stationary machines)	966.1	985.80
	Dresser and grinder (portable machines)	983	1,003.10
	Dresser, shot blast or sand blast -		
	(a) who operates from outside a properly enclosed cabin	973.6	993.50
	(b) other	1,015.5	1,036.20
	Dogman and/or crane chaser	983	1,003.10
	Forger's assistant	966.1	985.80
	Assistant Furnace person	973.6	993.50
	Hammer driver	973.6	993.50
	Heat treater operative	983	1,003.10
	Machinist second class (Metal Trades)	1,025.4	1,046.30
	Operator of straight line oxy-acetylene Cutting machine	983	1,003.10
	Pipe fitter	1,025.4	1,046.30
	Rigger and/or splicer (other than construction work)	1059	1,080.60
	Rigger and/or splicer (construction work)	1078.7	1,100.70
	Spray painter (ironwork) and/or brush hand	983	1,003.10
	Tool and/or material storeman	1,015.5	1,036.20
	Trades assistant (Metal Trades)	966.1	985.80
	Trades assistant (Electrical Trades)	992.3	1,012.50
	Trades assistant	973.6	993.50

Cupola furnace person (foundries)	1,025.4	1,046.30
Allowances:		
Cold Places per hour	0.84	0.85
Confined Spaces per hour	1.05	1.06
Dirty Work per hour	0.84	0.85
Height Money per hour:		
- At a height of 7.5 m	0.84	0.85
- For every additional 3m	0.27	0.27
Hot Places per hour:		
- 46C-54C	0.84	0.85
- Above 54C	1.05	1.06
Insulation Material per hour:		
- Pumice or other recognised insulator	0.83	0.85
- Silicate	1.04	1.06
Smoke Boxes etc per hour:		
- Working on repairs to smoke boxes, furnaces etc	0.53	0.54
- Working on repairs inside oil-fired boilers	2.08	2.12
Wet Places per hour	0.84	0.85
Working on a boat or punt per day	3.23	3.30
Working knee deep in mud or water per day	6.61	6.74
Acid, furnaces, stills, etc per hour	4.25	4.34
Towers per hour	0.84	0.85
Depth money per hour	0.84	0.85
Swing Scaffolds:		
- First four hours (fixed rate)	6.17	6.30
- Each hour thereafter	1.26	1.28
- Solid plasterers per hour	0.27	0.27
Septic Tanks per day	9.93	10.13
Distant Places per day:		
- Area re paragraph 4.17.1	1.64	1.66
- Area re paragraph 4.17.2	2.64	2.69
- Area re paragraph 4.17.3	2.64	2.69
Epoxy Materials per hour	1.05	1.06
- Applying to air-conditioned buildings per hour	0.74	0.74
- Employees in close proximity per hour	0.84	0.85
Foundry per hour	0.61	0.61
Asbestos Eradication per hour	2.79	2.85
First Aid per day	3.65	3.72

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description Allowance	As at 1/7/20 \$	As at 1/7/21 \$
1	4.1	Cold places	0.84 per hour	0.85 per hour
2	4.2	Confined spaces	1.05 per hour	1.06 per hour
3	4.3	Dirty work	0.84 per hour	0.85 per hour
4	4.4	Height money at a height of 7.5 metres for every additional 3 metres	0.84 per hour 0.27 per hour	0.85 per hour 0.27 per hour
5	4.5	Hot places : 46 C - 54 C Above 54 C	0.84 per hour 1.05 per hour	0.85 per hour 1.06 per hour
6	4.6	Insulation material Pumice or other recognised insulator Silicate	0.84 per hour 1.04 per hour	0.85 per hour 1.06 per hour
7	4.7	Smoke boxes, etc.: Working on repairs to smoke boxes, furnaces, etc. working on repairs	0.53 per hour	0.54 per hour

		inside oil-fired boilers	2.08 per hour	2.12 per hour
8	4.8 (i)	Wet places	0.84 per hour	0.85 per hour
9	4.8 (ii)	Working on a boat or punt	3.23 per day	3.30 per day
10	4.8 (iii)	Working knee deep in mud or water	6.61 per day	6.74 per day
11	4.9	Acid, furnaces, stills, etc.,	4.25 per hour	4.34 per hour
12	4.10	Towers	0.84 per hour	0.85 per hour
13	4.11	Depth money:	0.84 per hour	0.85 per hour
14	4.12	Swing scaffolds allowance: First four hours Each hour thereafter Solid plasterers	6.17 fixed rate 1.26 per hour 0.27 per hour	6.30 fixed rate 1.28 per hour 0.27 per hour
15	4.13	Septic tanks	9.93 per day	10.13 per day
16	4.16	Explosive powered tools allowance	2.01 per day	2.05 per day
17	4.17	Distant places: Area described in paragraph 4.17.1 Area described in paragraph 4.17.2 Area described in paragraph 4.17.3	1.64 per day 2.64 per day 2.64 per day	1.66 per day 2.69 per day 2.69 per day
18	4.18 (i) 4.18 (ii) 4.18 (iv)	Epoxy materials: Applying to air-conditioned buildings Employees in close proximity	1.05 per hour 0.74 per hour 0.84 per hour	1.06 per hour 0.74 per hour 0.85 per hour
19	4.19	Foundry per hour	0.61 per hour	0.61 per hour
20	4.20	Asbestos eradication	2.79 per hour	2.85 per hour
21	5.3(iii)/5.8	Meal allowance Meal allowance each subsequent meal	16.20 13.90	16.30 14.00
22	10.4	Distant work - Expenses of reaching home and of transporting tools from distant work	25.20 per day	25.40 per day
23	10.5	Distant work - Board and lodging allowance	546.82 per week	551.70 per week
24	10.7	Camping allowance	31.30 per day	31.58 per day
25	10.8	Return home at weekend allowance	43.40 per occasion	43.80 per occasion
26	12.3	First Aid Allowance	3.65 per day	3.72 per day

D. SLOAN, *Commissioner*

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(1361)

SERIAL C9483

ENTERTAINMENT AND BROADCASTING INDUSTRY - LIVE THEATRE AND CONCERT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(Case No. 125161 of 2021)

Before Commissioner Sloan

13 December 2021

REVIEWED AWARD

PART 1 - APPLICATION AND OPERATION OF AWARD

1. Award Title

This award will be referred to as Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award.

2. Arrangement

This award is arranged as follows:

PART 1 - APPLICATION AND OPERATION OF AWARD

Clause No.	Subject Matter
1.	Award Title
2.	Arrangement
3.	Definitions
4.	Application of Award
5.	Who is Bound by this Award
6.	Relationship with other Awards

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8.	Index of Facilitative Provisions

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

9.	Consultation and Communication Procedures
10.	Dispute Resolution

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26. Annual Leave
 - 26.1 Annual Leave Entitlement
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32. Public Holidays
33. Leave for Consultation Meetings

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

- 34. Travelling
 - 34.8 Accommodation
 - 34.9 Meals
 - 34.10 Incidentals

PART 9 - MONETARY RATES

- Table 1 - Rates of Pay
- Table 2 - Other Rates and Allowances
- Table 3 - Reimbursement of Expenses

3. Definitions

- 3.1 "Authorised officer of the MEAA" means - the Secretary, a Branch Secretary and any association representative nominated in writing by the Secretary or Executive Officer.
- 3.2 "Commission" means - the Industrial Relations Commission of New South Wales.
- 3.3 "Double time" means - in the case of a weekly employee twice the ordinary hourly rate which is obtained by dividing the applicable rate per week by 38 hours, and in the case of an employee engaged by the hour twice the hourly casual rate.
- 3.4 "Full pay" in clause 25 - Annual leave means - the average rate the employee received for the four weeks preceding the taking of annual leave or the average rate received for the twelve months preceding such leave, whichever will be the higher. Provided that such average will be computed by taking into consideration any extra rates prescribed for night work, etc., and penalty rates for Sunday work where such work is part of the employee's normal working week of five days but excluding any amounts received by way of overtime or holiday penalty rates.
- 3.5 "MEAA" and/or "Union" means - the Media, Entertainment and Arts Alliance.
- 3.6 "Short performance" means - a performance which has a duration of 60 minutes or less.
- 3.7 "Time and a half" means - in the case of a weekly employee one and a half times the ordinary hourly rate which is obtained by dividing the applicable rate per week by 38 hours, and in the case of an employee engaged by the hour one and a half times the hourly casual rate.
- 3.8 Theatrical employee - level 1
(Relativity to classification C10 of the Metal Industry Award - 78%)
 - 3.8.1 A Theatrical employee level 1 is a trainee employee who is undertaking:
 - (a) 6 weeks induction training in the case of a full-time or part-time employee; or
 - (b) 228 hours induction training in the case of a casual employee.
 - 3.8.2 The induction training may include information on the enterprise or production, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, venue/workshop/plant layout, work and documentation procedures, basic theatre terminology and etiquette, occupational health and safety, equal employment opportunity and quality control/assurance.
 - 3.8.3 An employee at this level performs routine duties to the level of the employees training:
 - (a) works under direct supervision either individually or in a team environment;
 - (b) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;

- (c) understands and utilises basic literacy (English) and numeracy skills.

3.8.4 An employee at this level will undertake training in the following indicative tasks:

- (a) safely lift and handle scenery and props and/or equipment;
- (b) uses selected hand tools;
- (c) basic packing and storing techniques;
- (d) repetition work on automatic, semiautomatic or single purpose machines or equipment;
- (e) maintains simple records;
- (f) uses hand trolleys and pallet trucks;
- (g) apply and comprehend basic theatre terminology and etiquette;
- (h) performs general labouring and cleaning duties;
- (i) communicate and interact effectively with staff;
- (j) effective customer/client service.

3.9 Theatrical employee - level 2

(Relativity to classification C10 of the Metal Industry Award - 90%)

3.9.1 A Theatrical employee level 2 is an employee who has completed the Level 1 induction training or possesses other equivalent experience so as to enable them to perform work within the scope of this level.

3.9.2 An employee at this level performs work above and beyond the skills of a Level 1 employee and to the level of the employee's training:

- (a) is responsible for the quality of the work allocated to the employee subject to routine supervision;
- (b) works under routine supervision either individually or in a team environment on a limited range of tasks;
- (c) exercises discretion within the employees' level of skills and training;
- (d) makes decisions in regard to routine matters.

3.9.3 Indicative of the tasks which an employee at this level may perform, are the following:

- (a) operates flexibly between work areas;
- (b) operates machinery and equipment within the employees' level of skill and training;
- (c) operates mobile equipment including fork-lifts, overhead cranes, tallescopes and winch operation;
- (d) ability to measure accurately;
- (e) safely lift and handle scenery and props and/or equipment;

- (f) receive, dispatch, distribute, sort, check, pack, document and record goods, materials and components;
- (g) basic keyboard skills;
- (h) telephonist, receptionist, cashier and information services duties;
- (i) laundry and/or dry-cleaning duties;
- (j) intermediate sewing skills and fabric knowledge, whether machine or non- machine, and knowledge of dying fabrics;
- (k) cleaning duties using specialised equipment and chemicals;
- (l) ushering, ticket taking, program/concession selling and food and beverage sales;
- (m) applies theatre terminology and etiquette;
- (n) painting and art finishing;
- (o) dressing;
- (p) costume decoration.

3.10 Theatrical employee - level 3 - (Relativity to classification C10 of the Metal Industry Award - 95%)

3.10.1 A Theatrical employee level 3 is an employee who applies knowledge and skills so as to enable that employee to perform work within the scope of this level and may possess a sub-trade certificate.

3.10.2 An employee at this level performs work above and beyond the skills of an employee at level 2 and to the level of the employees' training:

- (a) solves straightforward problems using readily available information;
- (b) works to complex instructions and procedures;
- (c) as a team member organises allocated materials and equipment in an efficient and effective manner or works individually under general supervision;
- (d) is responsible for the work undertaken;
- (e) assists in the provision of on-the-job training to a limited degree.

3.10.3 Indicative of the tasks which an employee at this level may perform, are as follows:

- (a) uses precision measuring instruments;
- (b) machine setting, loading and operation;
- (c) rigging (certificated);
- (d) pyrotechnics (certificated and licensed);
- (e) welding which requires the exercise of knowledge and skills above level 2;
- (f) inventory and store control including:
 - (i) licensed operation of all appropriate materials/handling equipment;

- (ii) use of tools and equipment within the scope (basic non-trades) maintenance;
- (iii) computer operation at a higher level than that of an employee at level 2;
- (g) intermediate keyboard skills;
- (h) performs basic quality checks on the work of others;
- (i) licensed and certificated for fork-lift, engine driving and crane driving operations to a higher level than level 2;
- (j) Stage door duties;
- (k) sewing and cutting skills and fabric knowledge, whether machine or non-machine at a level higher than level 2;
- (l) advanced lifting and scene/props handling skills;
- (m) scenery, building and prop construction techniques above level 2.

3.11 Theatrical employee - level 4 - (Relativity to classification C10 of the Metal Industry Award - 105%)

3.11.1 A Theatrical employee level 4 is an employee who holds a trade certificate in a relevant discipline and is able to exercise the skill and knowledge of that trade or an employee who has acquired the equivalent experience from on-the-job training in relevant theatrical discipline (/s).

3.11.2 An employee at this level works above and beyond an employee at level 3 and to the level of the employee's training:

- (a) understands and applies quality control techniques;
- (b) exercises good interpersonal and communications skills;
- (c) exercises keyboard skills at a higher level than level 3;
- (d) exercises discretion within the scope of this grade;
- (e) performs work under limited supervision either individually or in a team environment;
- (f) able to inspect products and/or materials for conformity with established operational standards;
- (g) operates all lifting equipment incidental to the employees' work.

3.11.3 Indicative of the tasks which an employee at this level may perform, are as follows:

- (a) works from production drawings, prints or plans;
- (b) operates, maintains, sets-up and adjusts all facility and production equipment, including trade construction processes such as set/prop/electrical making;
- (c) assists in the provision of on-the-job training;
- (d) a fully multi skilled cutter/tailor/milliner/wigmaker who is required to perform any of the operations involved in the making of a complex whole garment to specifications;
- (e) has an advanced understanding of theatre terminology, etiquette and theatre craft;
- (f) perform a range of engineering maintenance functions;

3.12 Theatrical employee - level 5 - (Relativity to classification C10 of the Metal Industry Award - 110%)

3.12.1 A Theatrical employee level 5 is an employee who holds a trade certificate or equivalent experience and has acquired specialist knowledge of a variety of procedures and/or techniques gained by additional training or experience in the theatre industry.

3.12.2 A Theatrical employee level 5 is required to work above and beyond a tradesperson at level 4 and to the level of the employee's training:

- (a) exercises discretion within the scope of this grade;
- (b) works under minimal supervision either as an individual or part of a team or as a team leader;
- (c) understands and implements quality control techniques;
- (d) provides trade guidance and assistance as part of a work team;
- (e) responsible for providing training in conjunction with trainers;

3.12.3 Indicative of the tasks which an employee at this level may perform, are as follows:

- (a) indicative tasks for level 4 employee;
- (b) interprets detailed instructions and procedures for others;
- (c) insures quality standards are met through consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
- (d) readily adapts to change in work procedures and associated technologies;
- (e) may use innovation to resolve issues which impact on own work area.

3.13 Theatrical employee - level 6 - (Relativity to classification C10 of the Metal Industry Award - 120%)

3.13.1 A Theatrical employee level 6 is an employee who holds a trade certificate or equivalent experience together with a relevant Post Trade Certificate or the equivalent skill and competence acquired through a significant period of professional experience in the theatre industry.

3.13.2 A Theatrical employee level 6 is required to work above and beyond a level 5 employee and to the level of the employee's training

- (a) understands and implements quality control techniques;
- (b) exercises discretion within the scope of this grade;
- (c) provides overall supervision and co-ordination of resources and individuals and/or work teams within areas of responsibility;
- (d) plans for and arranges training in procedural, technological change and systems for staff in the area of responsibility;
- (e) effectively handles work that is characterised by occasional peak periods and simultaneous handling of a variety of tasks, usually within one discipline, and with significant interruptions;
- (f) determines priorities and monitors performance for own and teams work, to ensure the efficient and effective use of allocated resources;

- (g) demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.

3.13.3 The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training or equivalent experience to enable that employee to perform the particular indicative tasks:

- (a) demonstrates sound communication and/or liaison skills;
- (b) demonstrates a good knowledge of relevant terminology
- (c) interprets and conveys instructions and procedures;
- (d) reliably represents the work unit;
- (e) required to use innovation to resolve issues which impact on own work area;
- (f) accountable for insuring overall quality standards are met through the importance of consistency, timeliness, correctly following procedures, and responsiveness to the needs of the client;
- (g) accountable for the selection and recruitment of staff;
- (h) assesses work performance of staff;
- (i) responsible for occupational, health and safety.

3.14 Theatrical employee - level 7 - (Relativity to classification C10 of the Metal Industry Award - 130%)

3.14.1 A Theatrical employee level 7 is an employee who has obtained a relevant tertiary qualification together with extensive theatrical experience or equivalent skill and competence acquired through extensive theatrical experience.

3.14.2 In addition to the competencies and tasks performed by a level 6 employee, a Theatrical employee level 7 works to the level of the employee's training:

- (a) demonstrates effective and efficient use of production and/or organisational resources, by planning, implementing and monitoring achievement of objectives.
- (b) responsible for the creating and maintaining of a high level of teamwork and co-operation and contributes to the overall good management of a production.
- (c) co-ordinates and controls either the overall performance activities or a variety of related disciplines.

3.14.3 The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training or equivalent experience to enable the employee to perform the particular indicative tasks:

- (a) provides advice and guidance to staff, management and clients;
- (b) prepares correspondence, guidelines and reports;
- (c) demonstrates superior communication and/or liaison skills;
- (d) demonstrates superior knowledge of relevant terminology;
- (e) reliably represents the work unit;

- (f) responsible for creative planning and the achievement of design standards;
 - (g) recognises the importance of consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
 - (h) demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.
- 3.15 "Suitable accommodation" means single room modern motel or serviced apartment accommodation with private facilities.
- 3.16 "Serviced apartment" means an apartment with cooking facilities for which clean linen is supplied once per week and the apartment cleaned at least once per week at the employer's cost.
- 3.17 "Local show" means a show specified as such by the employer where the production is scheduled to take place in one location only.
- 3.18 "Live theatre and concert industry services" means work performed in or in connection with any form of live entertainment, sound recording (other than recording studios) or rehearsals and may include plays, musicals, variety, live concerts, dancing, retail centres, theatre restaurants, dance halls, circuses, carnivals, karaoke and ticketing agencies. It excludes the work of a performer.
- 3.19 "Weekly employee" and "Engaged by the week", respectively, will, subject to the operation of clause 11.2.6, mean full-time and part-time employee or employment as the case may be.

4. Application of Award

This award will apply throughout the state of New South Wales.

5. Who is Bound by this Award

- 5.1 This award will apply to all persons employed within the classifications in this award, to provide live theatre and concert industry services (as defined), throughout the state.
- 5.2 The following are exempt from the provisions of this award:
- 5.2.1 Registered clubs, hotels and restaurants (excluding theatre restaurants) and all work covered by the Restaurant, & c., Employees (State) Award published 31 August 2001 (327 I.G. 368), as varied. Employees who are classified and engaged under the following award:

Security Industry (State) Award published 24 September 2021 (390 I.G. 515), as varied; Shop Employees (State) Award published 24 January 2020 (386 I.G. 349), as varied;
 - 5.2.2 Wollongong Entertainment Centre.
 - 5.2.3 All persons excluding performers directly employed by the relevant operators in operational, maintenance and administrative functions at the Homebush Bay Olympic games sporting and recreation complexes, ticketing agencies operating out of venues or industries covered by the AWU in the memorandum of understanding between the AWU, ALHMWU and the MEAA.

6. Relationship with Other Awards

- 6.1 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award published 26 December 2008 (366 I.G. 1546) and award reprinted 27 January 2012 (372 I.G. 315), as varied.
- 6.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the

Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 December 2021.

- 6.3 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART 2 - AWARD FLEXIBILITY

7. Enterprise Flexibility Provisions

See Chapter 2 of Part 2 of the *Industrial Relations Act 1996*.

8. Index of Facilitative Provisions

- 8.1 A facilitative provision is one which provides that the standard approach in an award provision may be departed from by agreement between an individual employer and the Union and/or employee, or the majority of employees, in the enterprise or workplace concerned.
- 8.2 Facilitative provisions in this award are contained in the following clauses: Clause title Clause number, Part time employees - hours of work 11.2, Payment of Wages 18, Hours of work 22.1.6(a), Meal intervals and allowances 23.3.1, Public Holidays 32.6.1

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

9. Consultation and Communication Procedures

- 9.1 At each enterprise covered by this award the employer and employees and, if appropriate an appropriate representative including the union bound by this award, may establish a mechanism and procedures which enables them to communicate and consult about matters arising out of this award.
- 9.2 The employer may permit a notice board to be erected in the workshop, theatre, hall or other place of amusement, to facilitate communication between employees and/or their union representatives.
- 9.3 This award will be exhibited by each employer in accordance with section 361 of the *Industrial Relations Act 1996*.

10. Dispute Resolution

- 10.1 Subject to the rights of the parties to notify any dispute to the Industrial Relations Commission at any time, any dispute arising from work performed under this award will be dealt with as follows:
- 10.1.1 As soon as practicable after the dispute or claim has arisen, the employee/s concerned will take up the matter with their immediate supervisor affording them the opportunity to remedy the cause of the dispute;
- 10.1.2 Where any such attempt at settlement has failed to achieve a satisfactory resolution, or where the matter in dispute is of such a nature that direct discussions between the employee/s and their immediate supervisor are inappropriate, the employee/s may notify a duly authorised representative of MEAA or other employee representative who will take up the matter with the employer or their representative;
- 10.2 If the matter is not then satisfactorily resolved the matter will be submitted to the Commission for settlement.

PART 4

EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

11. Employment Categories

- 11.1 Full-time employees - A full-time employee will be engaged by the week and subject to the provisions of clause 22 - Hours of work and time off will work 38 ordinary hours per week.
- 11.2 Part-time employees
- 11.2.1 A part-time employee will mean an employee engaged by the week and will work an agreed usual number of ordinary hours less than 38 each week.
- 11.2.2 A part-time employee working ordinary time will be paid per hour 1/38th of the weekly wage prescribed by this award for the level of work performed.
- 11.2.3 A part-time employee who by agreement works more than the agreed usual number of ordinary hours in any week will be paid at her or his ordinary rate of pay, subject always to the payment of any penalty or overtime payments as provided by this award.
- 11.2.4 A part-time employee who performs work in excess of the ordinary hours for a full time employee as prescribed in 22 - Hours of Work and Time Off, will be paid at overtime rates in accordance with the provisions of 24 - Overtime.
- 11.2.5 The minimum time worked for each period of work will be not less than four consecutive hours for which a weekly employee is rostered.
- 11.2.6 In addition to other award entitlements a part-time employee will receive pro rata annual leave, sick leave and public holiday entitlements.
- 11.3 Casual employees
- 11.3.1 A casual employee is engaged by the hour for a minimum of 4 consecutive hours. The employment of a casual employee may be terminated without notice by either the employee or employer subject to the payment of the minimum amount of wages and subject to the employee working the time covered by the payment of such wages.
- 11.3.2 The appropriate per hour rate for casual employees is calculated by dividing the rate per week, as specified in 17, Classifications and Wage Rates, for the relevant classification level by 38 and adding a 20 per cent loading on such hourly rates so calculated.
- 11.4 Seasonal employees
- 11.4.1 A seasonal employee will mean a weekly employee engaged either as full time or part time on a fixed term contract.
- 11.4.2 The duration of a seasonal contract will be determined in advance by agreement and the following provisions will apply:
- (a) The contract may be renewed as often and for such time periods as agreed between the employer and employee.
 - (b) Conditions of employment will be those applying to weekly employees covered by this award.
 - (c) Where a new contract is offered and taken up immediately after the expiry of a previous contract, employment is treated as if it was continuous for entitlement purposes.

- (d) Seasonal employees whose engagement is terminated with less than six (6) months service are paid on termination, 15.2 hours pay for each month of service. Annual leave of 76 hours is granted after six months employment. Thereafter, annual leave accrues at the rate of 152 hours per annum.
- (e) Sick leave will be granted and will accumulate in accordance with 27 - Sick Leave, for the whole of the contract period.
- (f) Other leave provisions including but not limited to Jury Leave will apply in accordance with the relevant award provisions for the duration of the contract period.

11.5 Secure Employment

- (a) Objective of this Clause - The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
- (b) Casual Conversion
 - (i) 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 will 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.
 - (ii) Every employer of such a casual employee will give the employee notice in writing of the provisions of this sub clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
 - (iii) Any casual employee who has a right to elect under subparagraph (b)(i), upon receiving notice under subparagraph (b)(ii) 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 will consent to or refuse the election, but will not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (iv) 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.
 - (v) 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.
 - (vi) 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 subparagraph (b)(iii), the employer and employee will, in accordance with this paragraph, and subject to subparagraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and

- (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.

- (vii) Following an agreement being reached pursuant to subparagraph (vi) the employee will 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 will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions will apply:
 - (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.
 - (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.
 - (ii) Any employer which, engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (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
 - (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.

- (iii) Nothing in this paragraph (c) 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*.
- (d) Disputes Regarding the Application of this Clause - Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure of this award.
- (e) 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.

12. Traineeships

As to traineeships for persons covered by this award, see the Training Wage (State) Award 2002 published 26 September 2003 (341 I.G. 569) or any successor thereto.

13. Stand Down of Employees

13.1 Despite anything contained in the award, an employer may deduct payment of wages for any day on which an employee cannot be usefully employed because of:

13.1.1 any strike;

13.1.2 any breakdown of machinery; or

13.1.3 any stoppage of work for which the employer is not responsible.

14. Termination of Employment

14.1 Notice of termination by employer

14.1.1 In order to terminate the employment of an employee the employer will give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

14.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

14.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee part of the required period of notice and by the employer making payment for the remainder of the period of notice.

14.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his or her employment not been terminated will be used.

14.1.5 The period of notice in this clause, will not apply in the case of dismissal for conduct that justifies instant dismissal, including inefficiency within the first fourteen days, neglect of duty or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

14.2 Notice of termination by an employee

14.2.1 The notice of termination required to be given by an employee is the same as that required of an employer. However, there is no requirement on the employee to give additional notice based on the age of the employee concerned.

14.2.2 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

14.3 Time off during notice period - Where an employer has given notice of termination to an employee, an 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 will be taken at times that are convenient to the employer after consultation with the employee.

15. Redundancy

(A) Application -

- (i) This clause will apply in respect of full-time and part-time persons employed under this award.
- (ii) This clause will only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (iii) Notwithstanding anything contained elsewhere in this award, this award will not apply to employees with less than one year's continuous service, and the general obligation on employers will be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (iv) Notwithstanding anything contained elsewhere in this award, this award will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, or neglect of duty or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(B) Introduction of Change -

(i) Employer's duty to notify -

- (a) Where an 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 will notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) "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 this award makes provision for the alteration of any of the matters referred to herein, an alteration will be deemed not to have significant effect.

(ii) Employer's duty to discuss change -

- (a) The employer will discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (i) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and will give prompt

consideration to matters raised by the employees and/or the union in relation to the changes.

- (b) The discussion will commence as early as possible after a definite decision has been made by the employer to make the changes referred to in the said paragraph (i) of this subclause.
- (c) For the purpose of such discussion, the employer will provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees; provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(C) Redundancy - Discussions before terminations -

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to subparagraph (a) of paragraph (i) of subclause (B), Introduction of Change, of this clause, and that decision may lead to the termination of employment, the employer will hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions will take place as soon as practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause, and will cover, inter alia, any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussion the employer will, as soon as practicable, provide to the employees 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 categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(D) Termination of Employment -

- (i) Notice for changes in production, programme, organization or structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure, in accordance with subparagraph (a) of paragraph (i) of subclause (B), Introduction of Change, of this clause.
 - (a) In order to terminate the employment of an employee, the employer will give to the employee the following notice:

Period of Continuous	Service Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, will be entitled to an additional week s notice.
- (c) Payment in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part-payment in lieu thereof.

- (ii) Notice for technological change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from technology in accordance with subparagraph (a) of paragraph (i) of subclause (B), Introduction of Change, of this clause.
 - (a) In order to terminate the employment of an employee, the employer will give to the employee three months notice of termination.
 - (b) Payment in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment will be terminated by part of the period of notice specified and part payment in lieu thereof.

The period of notice required by this subclause to be given will be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

- (iii) Time off during the notice period -
 - (a) During the period of notice of termination given by the employer, an employee will be allowed up to one day s time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
 - (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent.
- (iv) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee will be entitled to the same benefits and payments under this clause to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstance the employee will not be entitled to payment in lieu of notice.
- (v) Statement of employment - The employer will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee s employment and the classification of or type of work performed by the employee.
- (vi) Notice to Centrelink - Where a decision has been made to terminate employees, the employer will notify Centrelink as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (vii) Centrelink Separation Certificate - The employer will, 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 Centrelink.
- (viii) Transfer to lower-paid duties - Where an employee is transferred to lower-paid duties for reasons set out in paragraph (i) of the said subclause (B), the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee s employment had been terminated, and the employer may, at the employer s option, make payment in lieu thereof of an amount equal to the difference between the former ordinary- time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

(E) Severance Pay -

- (i) Where the employment of an employee is to be terminated pursuant to subclause (D), Termination of Employment, of this clause, subject to further order of the Industrial Relations Commission of New South Wales the employer will pay the employee the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the employer will pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years old or over, the entitlement will be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) "Week s pay" means the all-purpose rate for the employee concerned at the date of termination and will include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid in accordance with clauses 19, Higher Duties, 17, Classifications and Wage Rates, 26, Annual Leave, 34, Travelling, 20, Allowances, and 24, Overtime.

- (ii) Incapacity to pay - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this subclause.

The Commission will have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (i) will have on the employer.

- (iii) Alternative employment - Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph (i) if the employer obtains acceptable alternative employment for an employee.

- (F) Savings Clause - Nothing in this award will 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 industrial organisation of employees and any employer bound by this award.

16. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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."

PART 5 - WAGES AND RELATED MATTERS

17. Classifications and Wage Rates

- 17.1 The minimum weekly rates of pay to be paid to an employee are set out in Table 1 - Rates of Pay, of Part 9 - Monetary Rates of this award for the relevant classification level.
- 17.2 Notwithstanding an employee may be engaged and paid for work performed at a particular level, such engagement does not prevent the employee undertaking duties prescribed for lower classification levels during such engagement.
- 17.3 The rates of pay in this award include the adjustments payable under the State Wage Case of 2021. These adjustments may be offset against:
 - (i) any equivalent over award payments, and/or
 - (ii) award wage increase since 29 May 1991 other than safety net, State Wage Case, and Minimum rates adjustments.
- 17.4 Over-award payment is defined as the amount (whether it be termed over-award payment or by any other term whatsoever) of any payment made to an employee and which was not made in order to comply with this award.

18. Payment of Wages

All moneys due to an employee will be made available for payment within 48 hours of the conclusion of the employers pay week, or, in exceptional circumstances, at a time to be mutually agreed upon between the

employee and the employer. Provided that if the employee does not present themselves for the payment at that time, it may be deferred until the following day.

19. Higher Duties

Where an employee is required to work on duties, the prescribed rate of pay for which is higher than for the employee's ordinary duty, the employee will be paid for the time so worked at the higher rate with a minimum payment at such rate as for three and a half hours.

20. Allowances

20.1 Tools/Equipment

20.1.1 The employer will pay an allowance per week as set out in Item 1 of Table 2 - Other Rates and Allowances of Part 9 - Monetary Rates of this Award to Heads of departments required to supply their own tools. Other employees required to supply basic tools (limited to hammer, brace/punch driver and wrench), will be paid an allowance cents per day as set out in Item 2 of the said Table 2.

20.1.2 Employees will be reimbursed the cost of all mechanical property or light requirements including torches. Provided that such reimbursement will not be payable where the employer provides all mechanical property or light requirements including torches.

20.2 Laundry - The employer will pay a weekly employee an allowance per week as set out in Item 3 of the said Table 2 for blouses and shirts and an amount per week as set out in Item 4 of the said Table 2 for other garments where uniforms are not laundered by the employer. For other than weekly employees a laundry allowance per day as set out in Item 5 of the said Table 2 will be paid up to a maximum amount per week as set out in Item 6 of the said Table 2.

20.3 Shoes - The employer will pay a front of house employee an allowance per day as set out in Item 7 of the said Table 2 up to a maximum amount per week as set out in Item 8 of the said Table 2 where the employee is required to wear shoes of a colour other than black.

20.4 Uniforms/Special costumes/Protective Clothing

20.4.1 The employer will pay an employee who is required to wear a costume or uniform more unusual than is reasonably necessary for the performance of his or her work, an allowance of

- (a) if engaged by the week - an amount per week as set out in Item 9 of the said Table 2
- (b) if engaged other than by the week - an amount per performance as set out in Item 10 of the said Table 2.

20.4.2 If any question arises as to whether such costume or uniform is so more unusual, it will be dealt with in accordance with clause 10, Dispute Resolution.

20.4.3 An employee will be reimbursed the cost of any special uniforms or staff dresses required to be worn. Provided that such reimbursement will not be payable where the employer provides the special uniforms or staff dresses.

20.4.4 An employee will be reimbursed the cost of dry cleaning and laundering suitable protective clothing for electricians, utility men, cleaners and maintenance men if requested by an employee. Provided that such reimbursement will not be payable where the employer provides and cleans the protective clothing.

20.5 Transmission or recording

20.5.1 Where a performance is to be recorded or transmitted by any means, including but not limited to radio or television transmission or film, video or audio recording, and whether transmitted live or

recorded for later transmission, exhibition, distribution or sale, all production employees who perform work on that performance will receive an allowance (recording allowance) as set out in Item 11 of the said Table 2 in addition to the rate they would otherwise have received. Provided that:

- (a) The recording allowance will only be paid when the recording transmission takes place during a performance or performances; and
- (b) One payment only will be made under the provisions of 20.5.1 notwithstanding that recording of a production may take place over a series of performances.

20.5.2 Where a performance is recorded for sound only or transmitted by radio only the provisions of 20.5.1 will apply to Sound Technicians only.

20.5.3 The provisions of 20.5.1 will not apply to:

- (a) Extracts of a performance or performances which are recorded or transmitted for news, publicity or promotional purposes, including paid television or radio commercials for that performance or season of performances;
- (b) A performance or performances which are recorded for training, educational or archival purposes, provided that the hirer undertakes in writing to the employer that such recordings will not be used for public broadcast, exhibition, distribution or sale; and
- (c) Occasions when the only purpose of the hiring is the recording or transmission of a performance, even though a non-paying audience may be present.

20.5.4 The recording allowance is not to be recorded as ordinary pay for the purpose of this award insofar as the calculation of overtime, penalty, shift and annual leave loading payments are concerned.

20.5.5 Where the employer proposes an exclusion from payment of the recording allowance as provided for in 20.5.3, the employer will provide all production employees with seven days notice of any such performance provided that where such recording or transmission is arranged with less than seven days notice, all production employees will be provided with notice as soon as arrangements for the relevant recording or transmission are made.

21. Superannuation

21.1 In addition to other payments provided for under this award, the employer will, subject to this clause, make a superannuation contribution to the Superannuation Trust of Australia (STA), being a superannuation fund which complies with the Australian Government's operational standards for occupational superannuation funds (the Fund).

21.2 Such payments will be equivalent to that prescribed in Federal Government Superannuation Legislation or three per cent of the employees' actual rate of pay, which ever is the greater, provided that this requirement will not apply to persons employed within Australia who are normally resident outside Australia.

21.3 The employer will establish at the time of the engagement, whether the employee is a member of STA.

21.4 In the event the employee is not a member of STA and the employee has made arrangements for his/her own complying superannuation fund the employer will request the employee to sign the following disclaimer:

21.4.1 "I have been supplied with an application form to join STA but I do not wish to become a member of the fund as I have my own fund and I direct the employer to enter contributions into that fund."

- 21.5 In the event the employee is not a member of STA and does not have a personal fund, the employer will request that the employee complete a STA application form.
- 21.6 Where a contribution is made as prescribed in this clause, the employer will forward to the fund administrator of STA the contribution, the name and address of the employee on whose behalf the contribution is made and the Superannuation Fund number of the employee, or in the event the employee is not a member of STA the completed application form.
- 21.7 The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Change Act 1992*, the *Superannuation Industry (Supervisor) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation as varied from time to time, governs the superannuation rights and obligations of the parties.
- 21.8 For the purposes of this clause the normal gross rate of pay refers to:
- 21.8.1 In the case of weekly employees, the usual gross weekly earnings of a weekly employee including all over award payments; Rostered Day Off payments; Sunday where such Sunday is part of the employee's ordinary working week; or the contracted weekly rate of pay including any penalties or loadings where such penalties and loadings are part of the employee's contracted weekly rate. Provided that such rates will exclude overtime and penalty payments other than as provided for above, reimbursement allowances, broadcast allowances and annual leave loading.
- 21.8.2 Contracted weekly rate includes payment in accordance with an agreement involving a specified number of hours of work in excess of the ordinary hours prescribed by the award whether for the whole or a portion of the engagement.
- 21.8.3 In the case of casual employees, the actual gross earnings of such employee but not including any reimbursement allowances or broadcast allowances.
- 21.9 Superannuation contributions remain payable pursuant to this clause notwithstanding that an employee is absent from work on approved sick leave, annual leave, long service leave or other paid leave. Contributions also remain payable in respect of an absence which is the consequence of a bona fide worker's compensation claim.
- 21.10 The superannuation contribution will:
- 21.10.1 In the case of weekly employees, be paid no later than seven days following the end of the last pay period in any month.
- 21.10.2 In the case of casual employees' payments will be made no later than 30 days following the engagement.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

22. Hours of Work and Time Off

- 22.1 Weekly employees.
- 22.1.1 The ordinary hours of work for weekly employees will, subject to 22.1.6, be 38 per week.
- 22.1.2 Ordinary hours may be worked on any of the days Monday through to and including Sunday between the hours of 7.00 a.m. and 12 midnight. Provided that a Theatrical Employee engaged specifically as a cleaner may be rostered to work ordinary hours between 12 midnight and 7.00 a.m. and will receive an additional loading of 20% of their ordinary hourly rate for such work.

- 22.1.3 The number of ordinary hours to be worked on any day will be a minimum of 4 hours and a maximum of 12 hours to be worked in no more than two periods, each period to be continuous except as to meal hours occurring therein.
- 22.1.4 Full time employees will be entitled to 2 rostered days off work for every period of seven days, which will be consecutive wherever reasonably possible, provided that such rostered days off may by agreement accumulate up to a maximum of 6 days.
- 22.1.5 Weekly employees must be notified by the employer of their working shifts by means of roster placed in the staff room for each employee's perusal. At least seven days' notice must be given to the employee should any alteration of the working hours be intended, except in the case of emergency.
- 22.1.6
- (a) The implementation of cyclic rostering, that is working hours other than as provided for in paragraphs 22.1.1 - 22.1.5, will be determined at the enterprise where the employer and the majority of employees concerned agree. The ordinary hours of work will be an average of 38 per week and will not exceed 152 hours over 28 consecutive days.
 - (b) Different arrangements may apply to different areas of operation within the enterprise.
 - (c) An agreement pursuant to subparagraph 22.1.6(a) will be recorded in writing and be available to all employees.
- 22.2 Casual employees
- 22.2.1 The ordinary hours of work for casual employees will be a minimum of 4 consecutive hours per day. Ordinary hours may be worked on any of the days Monday through to and including Sunday between the hours of 7.00 a.m. and 12 midnight.
- 22.2.2 Casual employees are not paid per performance. Employees may be required to work on a number of performances during an engagement.
- 22.2.3 Where casual employees are required to work on the same day on at least 3 short performances (as defined), and there is a break between any two of the short performances of at least 2 hours, those employees will be paid a minimum call for each such performance of 2 hours.
- 22.3 Savings- Employees engaged as Booking Clerks or Ticket Sellers as at 3 March 1997, will continue to be engaged on the basis of 36 hours per week which will be applied for all purposes under this award.

23. Meal Intervals and Allowances

- 23.1 Weekly employees, in the ordinary course of work, will be entitled to meal intervals as follows:
- 23.1.1 Lunch - One hour continuous between 12.00 noon and 3.00 p.m.
 - 23.1.2 Dinner - One hour continuous between 5.00 p.m. and 8.00 p.m.
 - 23.1.3 Supper -Half an hour between 10.00 p.m. and 12.00 midnight.
 - 23.1.4 Breakfast - One hour continuous between 7.00 a.m. and 9.00 a.m. but for cleaners, half an hour between 8.00 a.m. and 9.00 a.m.
- 23.2 Casual employees who work for more than four hours will be entitled to a minimum meal break of 30 minutes.

23.3

23.3.1 The span of hours during which meal breaks may be taken may be varied where specific work requirements necessitate it.

23.3.2 In the event that an employee is required to work more than five continuous hours without a suitable meal interval, the employee will be paid for the period which should be allowed as the meal interval at the rate of double time. This clause will not apply to employees engaged to work on a continuous shift roster.

23.3.3 Provided that those employees working during the preparation of a stage production for the period of seven days preceding the opening of the production will be paid at the rate of time and a half in lieu of the aforesaid double time except on Sundays when double time and a half will be paid.

23.4 No part of the time that should be allowed as a meal interval will be counted as part of the ordinary hours of work within the meaning of clause 22 - Hours of work and Time Off.

23.5 The employer will pay an employee (other than a cleaner) a meal allowance as set out in Item 12 of the said Table 2, additional, for each meal interval occurring before the employee's finishing time, where the employee has worked between 12 midnight and 8.00 a.m. and who continues to work beyond 8.00 a.m. Provided that such meal allowance will not be payable where the employee commences work at or after 5.00 a.m.

23.6 The employer will pay an employee a meal allowance as set out in Item 13 of Table 2 - Other Rates and Allowances of Part 9 - Monetary Rates, of this Award, where the employee is required to work two performances, back to back. Provided that such meal allowance will not be payable where the employer provides a suitable meal.

24. Overtime

24.1 Weekly employees

24.1.1 Weekly employees will receive overtime calculated to the nearest quarter of an hour, as follows:

24.1.2 For all work performed in excess of the rostered daily hours - at the rate of time and on half for the first 2 hours and double time thereafter.

24.1.3 For all work performed on a rostered day off - at the rate of time and a half for the first 4 hours and double time thereafter.

24.1.4 For all the work performed in excess of the weekly total of hours - at the rate of time and a half.

24.1.5 For all work performed after a break in working hours prescribed to be worked consecutively or continuously - at the rate of time and a half.

24.1.6 Part time employees who perform work in excess of 38 ordinary hours per week - time and one half for the first 2 hours and double time thereafter.

24.2 Casual employees

24.2.1 A casual employee will receive overtime calculated to the nearest quarter of an hour.

24.2.2 A casual employee who works in excess of 8 hours per day will be paid overtime at the rate of time and a half for the first 2 hours and double time thereafter.

24.2.3 A casual employee who works more than 38 hours (excluding overtime worked and paid on a daily basis) in any one week will be paid for all hours in excess of 38, time and a half for the first four hours and double time thereafter.

24.3 All employees

24.3.1 Where an employee is detained at work until it is too late to travel home by the last train, tram or other regular public conveyance, the employer will provide proper conveyance to the employee's home for the employee so detained.

24.3.2 An employee will, wherever possible, be given 24 hours' notice that the employee is required to work all night after an evening performance.

24.3.3 For all work performed between 12 midnight and 7.00 a.m. - at the rate of double time other than work performed by employees engaged specifically as cleaners.

24.3.4 An employee who works overtime on any day will be entitled to a break of ten hours before resumption of work on the following day. Should such employee be required to resume work before the expiration of ten hours the employee will be paid at the rate of double time until the employee is released from duty for such period.

24.4 Reasonable overtime:

- (i) Subject to sub-clause (ii) an employer may require an employee to work reasonable overtime at overtime rates.
- (ii) 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.
- (iii) For the purposes of sub-clause (ii) what is reasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety.
 - (b) The employee's personal circumstances including any family and carer responsibilities.
 - (c) The needs of the workplace or enterprise.
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) Any other relevant matter.

25. Sundays

25.1 All employees who are required to commence work on a Sunday, whether part of an ordinary roster or work cycle, or not part of a roster cycle, or overtime, will be paid at the rate of double time, with a minimum payment for four hours.

25.2 Where an employee who commences work on a Saturday and continues to work without a break on Sunday, the minimum 4 hour call for work performed on a Sunday as prescribed in 25.1 will not apply.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

26. Annual Leave

26.1 Annual leave entitlement - All employees engaged by the week will have 152 hours annual leave for each year of service on full pay (as defined in 3 - Definitions) which leave will be taken within six months of the date of entitlement, unless otherwise mutually agreed. The said leave may be taken in two periods by mutual agreement.

26.2 Time of taking annual leave - If the 152 hours annual leave due under 26.1 will not have been given at the expiration of the year, the employee's right thereto will continue and accumulate in respect of each year's service but only to the extent of two years.

26.3 Annual leave loading

26.3.1 Each full time or part-time employee before going on any period of annual leave will be paid an annual leave loading at the rate of 17-1/2 per cent of the rate of full pay prescribed herein for such employee. Such loading will be in addition to the amount paid to the employee under 26.1.

26.3.2 No loading is payable to an employee who takes annual leave wholly or partly in advance. Provided that if the employment of such an employee continues until the day when the employee would have become entitled to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated by applying the award rates of pay applicable on that day.

26.3.3

(a) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not taken the whole of the annual leave to which the employee has become entitled under the terms of 26.1, the employee will be paid the loading for the period of leave not taken.

(b) Except as provided by 26.3.3(a) no loading is payable on the termination of an employee's employment.

26.4 Public holidays during annual leave - Where any public holiday as prescribed in 32 - Public holidays occurs during the period of the employee's annual leave, the leave will be increased by 7.6 hours for each such holiday.

26.5 Proportionate annual leave on termination - If the employment of any weekly employee be terminated such employee will be entitled to 15.2 hours pay for each month of service that has been rendered during the employment unless in respect of such service annual leave has been given by the employer or the employee has lost the right thereto under the provisions of this clause. Such payment will be made within fourteen days of the termination of the employment.

26.6 Conversion of accrued leave

26.6.1 All accumulated or accrued leave up to and including 2 March 1997, will be credited on the basis of a 38 hour week and rates of pay applicable to such leave will be calculated on the basis of a 38 hour divisor. Consequently credits will be converted as follows:

If in weeks	x 38 hours;
If in days	x 7.6 hours;
If in hours	x No. of hours x 7.6/8

26.6.2 Leave debits on or after 3 March 1997 will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

27. Sick Leave

27.1 An employee who is absent from work on account of personal illness, or injury by accident not arising out of and in the course of the employee's employment and who has been in the service of the employer for a period of more than twelve weeks, will be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:

27.2 During each year of service, 76 hours sick leave will be allowed.

- 27.3 The employee will not be entitled to paid sick leave for any period of absence in respect of which the employee is paid workers' compensation.
- 27.4 The employee will, within 24 hours of the commencement of such sick leave absence, inform the employer of the employee's inability to report for duty and so far as practicable state the nature of the injury or illness from which the employee is suffering and the estimated period of the employee's absence.
- 27.5 The employee will, if so required by the employee's employer, provide satisfactory evidence of the nature of the injury and of the employee's inability to attend for duty on any day or days for which sick leave is claimed.
- 27.6 Subject to the provisions of this clause an employee will be allowed 30.4 hours' sick leave (in the aggregate) per year without having to produce a medical certificate.
- 27.7 Sick leave will accumulate from year to year so that any balance of the period specified in that clause which has in any year not been taken by the employee as paid sick leave, may be claimed by such employee and will be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Sick leave that accumulated pursuant to this clause will be available to the employee only for a period of twelve years from the end of the year in which it accrued.
- 27.8 Conversion of accrued leave.
- 27.8.1 All accumulated or accrued leave up to and including 2 March 1997, will be credited on the basis of a 38 hour week and rates of pay applicable to such leave will be calculated on the basis of a 38 hour divisor. Consequently credits will be converted as follows:-
- | | |
|-------------|--------------------------|
| If in weeks | x 38 hours; |
| If in days | x 7.6 hours; |
| If in hours | x No. of hours x 7.6 / 8 |
- 27.8.2 Leave debits on or after 3 March 1997 will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

28. Bereavement Leave

- 28.1 An employee other than a casual employee will be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 28.3 of this clause.
- 28.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide, to the satisfaction of the employer, proof of death.
- 28.3 Bereavement leave will be available to the employee in respect of the death of the person prescribed for the purposes of personal/carer's leave in accordance with paragraph (c) of subclause (1) of clause 29, Personal/Carer's Leave, provided that for the purposes of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 28.4 An employee will not be entitled to bereavement leave under this clause during any period in respect of which the employee has already been granted other leave.
- 28.5 Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4) and (5) of the said clause 29. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.
- 28.6 Bereavement entitlements for casual employees

- 28.6.1 Subject to the evidentiary and notice requirements in 28.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph 29(1)(c)(ii) of clause 29, Personal/Carers' Leave.
- 28.6.2 The employer and the employee will 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.
- 28.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

29. Personal/Carer's Leave

(1) Use of Sick Leave -

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 29(1)(c)(ii) who needs the employee's care and support, will be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 27, Sick Leave of the 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.
- (b) The employee will, if required,
- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (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, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (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 basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, 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 subparagraph:

- (1) "relative" means - a person related by blood, marriage or affinity;
 - (2) "affinity" means - a 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.
- (d) An employee will, 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 will notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee will discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 10, Dispute Resolution, should be followed.

(2) Unpaid Leave for Family Purpose -

- (a) 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 29(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

(3) Annual Leave -

- (a) 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.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, will be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(4) Time Off in Lieu of Payment for Overtime -

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time agreed with the employer within 12 months of the said election. (b) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked.
- (b) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the 12-month period or on termination.
- (c) Where no election is made in accordance with the said paragraph (a), the employee will be paid overtime rates in accordance with the award.

- (5) Make-up Time -
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (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 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.
- (6) Personal Carers Entitlement for casual employees -
- (1) Subject to the evidentiary and notice requirements in 29(1)(b) and 29(1)(d) 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 29(1)(c)(ii) 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.
 - (2) The employer and the employee will 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.
 - (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

30. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.
 - (b) The employer will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's

- business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and the employer's decision to be in writing - The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.
 - (d) Request to return to work part-time - Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (4) Communication during parental leave
- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - (b) The employee will 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.
 - (c) The employee will also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

31. Jury Leave

- 31.1 A weekly employee required to attend for jury service during ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage that would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- 31.2 An employee will notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee will give the employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

32. Public Holidays

- 32.1 An employee will be entitled to public holidays without loss of pay on the following days:
- 32.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; Australia Day, Anzac Day, Queen's Birthday, and Eight Hour Day, May Day or Labour Day; and
 - 32.1.2 the first Monday in August;
- 32.2 When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.
- 32.3 When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December.
- 32.4 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.

- 32.5 Where in the State, public holidays are declared or prescribed on days other than those set out in this clause, those days will constitute additional holidays for the purpose of this award.
- 32.6 An employer and their employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees will constitute agreement.
- 32.6.1 If an employee is a member of a union bound by the award, the employee may be represented by the union in meeting and conferring with the employer about the implementation of the facilitative provisions.
- 32.6.2 An agreement pursuant to 32.6 will be recorded in writing and be available to every affected employee.
- 32.7 All employees who work on a public holiday, whether part of an ordinary roster or work cycle, or not part of a roster cycle, will be paid at the rate of double time, with a minimum payment as for four hours.
- 32.8 An employee whose rostered time off falls on a public holiday as provided for in this clause will be allowed an additional day off at a time to be agreed between the employer and the employee or be paid an additional days pay in lieu thereof within seven days of the holiday.

33. Leave for Consultation Meetings

Each employer will allow his/her employees to attend meetings to discuss industrial matters without loss of ordinary pay provided the following conditions are observed:

- 33.1 At least fourteen days notice of such meeting is given to the employer.
- 33.2 The meetings will be held on Mondays, not public holidays and will conclude by 12:30 p.m.
- 33.3 The employer is only obliged to pay wages for the period that the employee was rostered for duty.
- 33.4 The employer is only obliged to pay wages for the period of the meeting if the employer is in receipt of satisfactory evidence of the employee's attendance at the meeting.
- 33.5 The employer is not obliged to pay wages for more than two such meetings in any calendar year in each State.

PART 8

TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

34. Travelling

- 34.1 An employee required by the employer to travel will be reimbursed up to his/ her actual cost of an economy class airfare or equivalent to the destination. This provision will not apply where the employer provides and the employee elects to use employer provided transport.
- 34.2 When travelling on duty, an employee will be paid the full prescribed rate of pay for the whole period of the tour from the time of leaving the place of engagement at the beginning of the tour until the employee returns to that place of engagement at the end of the tour. Broken weeks at the beginning or end of the tour will be paid pro rata and the days of departure and return other than a Sunday, each to be counted as one day worked:
- 34.3 Provided that if either of such days be Sunday, 34.4 will apply to that day.
- 34.4 If an employee engaged by the week is required by the employer to travel on a Sunday the employee will, unless paid in pursuance of 25 - Sundays for working on a Sunday, be paid for travelling, one-tenth of the prescribed per week rate in addition to the travelling allowance payable in respect of the Sunday.

- 34.5 If an employee engaged by the week is on tour and, on any calendar day on which the employee is required to work at a performance held on that day, is also required to travel during any time between 8.00 a.m. and 5.00 p.m. one half of the travelling time will be counted as time worked, providing the maximum number of hours so paid, will be four.
- 34.6 On the day a tour's journey begins the employer will be entitled to the ordinary services of the employee during so much of the day the employee is not travelling.
- 34.7 On the day a tour's journey ends the employer will be entitled to the ordinary services of the employee up to 5.00 p.m. during so much of the day as the employee is not travelling and if the employee fails without reasonable cause to attend when requested for such service, the employer will be entitled to deduct payment proportionate to the time during which the employee so fails to attend.
- 34.8 Accommodation
- 34.8.1 Where an employee is required to travel the following provisions will apply with respect to accommodation.
- 34.8.2 Travel period less than one week - Where the period of travel is one week or less an allowance per night as set out in Item 14 of Table 2 - Other Rates and Allowances of Part 9 - Monetary Rates of this Award will be payable provided that such allowance will not be payable where the employer provides suitable accommodation.
- 34.8.3 Travel period greater than one week - The employer will pay to each employee a cash allowance per week as set out in Item 15 of the said Table 2 or an amount per night as set out in Item 16 of the said Table 2 up to the maximum weekly allowance. Where this allowance is payable it should be paid in advance up to a maximum of one week. Provided that:
- 34.8.4 The above allowance is not payable:
- (a) Where the employer provides suitable accommodation.
 - (b) If the employer elects not to provide accommodation and the employee elects to accept reimbursement of the expenses of such accommodation up to the maximum limits as set out in Table 3 - Reimbursement of Expenses of part 9 - Monetary Rates of this award.
 - (c) Shared accommodation
 - (i) Where an employer and employees agree in writing, shared accommodation may be provided by the employer. The employer will retain a copy of any such agreement.
 - (ii) Where the employer is not providing accommodation and employees agree in writing to share accommodation, the reimbursement limits set by this clause will be increased by 25% in respect of such shared accommodation. A copy of such agreement will be retained by the employer.
 - (iii) Where there are special circumstances which an employer considers preclude him/her from being able to provide suitable accommodation the employer and employee may agree to shared accommodation without additional payment.
- 34.8.5 Reimbursement will be made weekly or at such longer intervals as the employer and employee agree and will be made upon presentation by the employee of a receipted account for the accommodation or such other arrangements as are agreed between the employer and the employee.

34.8.6

- (a) In lieu of the provisions of 34.8.4(a) and 34.8.4(b), an employee may elect to take a cash allowance per week as set out in Item 17 of the said Table 2 or an amount per night as set out in Item 18 of the said Table 2 up to a maximum of the weekly cash allowance.
- (b) Where an employee elects to take this allowance it will be paid in advance up to a maximum of one week.

34.8.7 Any dispute as to the operation of this clause or as to whether accommodation provided by an employer is suitable accommodation as is required by this clause will be dealt with in accordance with 11 - Dispute resolution.

34.8.8 When any travel in excess of one week in duration is required as much notice as is practicable will be given to employees. Such notice will also include, where the employer is providing accommodation in accordance with this clause the details of the accommodation to be provided. The employee will indicate within fourteen days of the offer of accommodation whether they propose to accept the offer unless impractical to do so in the circumstances.

34.9 Meals - An employee required to travel will be an allowance for meals per day as set out in Item 19 of the said Table 2 to a maximum amount per week as set out in Item 20 of the said Table 2. Provided that such allowances will not be paid where the employer provides meals of a satisfactory nature.

34.10 Incidentals - An employee required to travel will be paid an allowance for incidentals per day as set out in Item 21 of the said Table 2 to a maximum amount per week as set out in Item 22 of the said Table 2.

34.11 Eligibility

34.11.1 The provisions of 34.8, 34.9 and 34.10 above will not apply:

- (a) with respect to an employee who is engaged to work at a single location away from the employees place of residence for a specific period of twelve months or more.
- (b) where an employee is engaged on a local show.

34.11.2 An employer will not knowingly engage on a local show, an employee whose place of residence is not in the local area.

34.11.3 The provisions of this clause will be applicable as though the place of residence of the employee or prospective employee had been correctly stated, where an employer:

- (a) avoids or seeks to avoid the operation of this clause by inducing any employee or prospective employee to misrepresent the employees' place of residence; or
- (b) engages an employee where the employer knows that the place of residence of an employee or prospective employees has been misrepresented.

PART 9 - MONETARY RATES**Table 1 - Rates of Pay**

	Previous Rate (SWC Case 2020) \$	Current Rate (SWC Case 2021) 2.50% \$
Theatrical Employee Level 1	751.85	770.65
Theatrical Employee Level 2	823.67	844.26
Theatrical Employee Level 3	853.56	874.90
Theatrical Employee Level 4	916.21	939.12
Theatrical Employee Level 5	946.12	969.77
Theatrical Employee Level 6	1003.1	1028.18
Theatrical Employee Level 7	1062.88	1089.45

Table 2 - Other Rates and Allowances

Item No.	Clause No.		CPI classification	Total min per wk from first full pay period after 28/10/2020 \$	Percentage increase based on CPI classification (SWC Case 2021)	Total min per wk from first full pay period on or after 8/10/2021 \$
1	20.1.1	Heads of Department Supplying Own tools	Work Related	11.17	2.50%	11.45
2	20.1.1	Other Employees providing basic tools	Work Related	1.16	2.50%	1.19
3	20.2	Laundry Allowance - Blouses and Shirts	All groups	3.30	3.80%	3.43
4	20.2	Laundry Allowance - Other Garments	All groups	8.57	3.80%	8.90
5	20.2	Laundry Allowance - Other than weekly employees	All groups	2.63	3.80%	2.73
6	20.2	Laundry Allowance - Other Employees Maximum per week	All groups	11.95	3.80%	12.40
7	20.3	Front of House - Shoes other than black	Clothing and footwear	2.45	0.30%	2.46
8	20.3	Front of House - Shoes other than black maximum per week	Clothing and footwear	6.22	0.30%	6.24
9	20.4.1(a)	Costume more unusual than reasonably necessary engaged by the week	Clothing and footwear	9.32	0.30%	9.35

10	20.4.1(b)	Costume more unusual than reasonably necessary - other than engaged by the week	Clothing and footwear	1.85	0.30%	1.86
11	20.5.1	Allowance per recording	Work Related	133.91	2.50%	137.26
12	23.5	Meal Allowance	Take away and fast foods sub-group	10.69	0.10%	10.70
13	23.6	Meal Allowance	Take away and fast foods sub-group	16.25	0.10%	16.27
14	34.8.2	Travel period less than one week	Domestic holiday travel and accommodation sub-group	173.20	4.50%	180.99
15	34.8.3	Travel period greater than one week - per week	Domestic holiday travel and accommodation sub-group	605.05	4.50%	632.28
16	34.8.3	Travel period greater than one week - per night	Domestic holiday travel and accommodation sub-group	121.04	4.50%	126.49
17	38.8.6(a)	Cash Allowance per week	Domestic holiday travel and accommodation sub-group	605.05	4.50%	632.28
18	38.8.6(a)	Cash Allowance per night	Domestic holiday travel and accommodation sub-group	121.04	4.50%	126.49
19	34.9	Meals - per day	Take away and fast foods sub-group	59.61	0.10%	59.67
20	34.9	Meals - maximum per week	Take away and fast foods sub-group	298.08	0.10%	298.38
21	34.10	Incidentals - per day	Domestic holiday travel and accommodation sub-group	17.12	4.50%	17.89
22	34.10	Incidentals - maximum per week	Domestic holiday travel and accommodation sub-group	85.62	4.50%	89.47

Table 3 - Reimbursement of Expenses

Destination	Previous rate Amount first full pay period on or after 28/10/2020 \$	Current rate Amount first full pay period on or after 08/10/2021 \$
Sydney and Melbourne	1155.47	1,207.47
Adelaide, Hobart, Perth and Brisbane	873.93	913.26
Canberra	1019.03	1,064.89
Other Places	796.58	832.43

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

TARONGA CONSERVATION SOCIETY AUSTRALIA SALARIED EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(Case No. 194304 of 2021)

Before Commissioner Sloan

15 November 2021

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Contract of Employment
4.	Classifications and Rates of Pay
5.	Training Competency
6.	Hours of Work
7.	Overtime
8.	Allocated Days Off
9.	Saturday and Sunday Work During Ordinary Hours
10.	Allowances
11.	Lactation Breaks
12.	Leave Conditions and Entitlements
13.	Family and Community Service Leave, Personal/Carer's Leave
13A.	Leave for Matters Arising from Domestic Violence
14.	Public Holidays
15.	Dispute Settlement Procedure
16.	Anti-Discrimination
17.	Merit Selection
18.	Deduction of Union Membership Fee
19.	Secure Employment
20.	Area, Incidence and Duration
21.	General Conditions of Employment

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

PART A

1. Title

This award will be known as the Taronga Conservation Society Australia Salaried Employees Award.

2. Definitions

- 2.1 "Association" will mean the Public Service Association of New South Wales and the Professional Officers' Association Amalgamated Union of New South Wales.
- 2.2 "Employer" will mean the Department of Planning and Industry, at Taronga Conservation Society Australia (Taronga), as defined in Part 2 of Schedule 1 Division of the Government Service in the *Government Sector Employment Act 2013*.
- 2.3 "Employee" will mean a person employed by the Department of Planning and Industry at Taronga Conservation Society Australia (Taronga) within the scope of this Award.
- 2.4 "Casual employee" means an employee engaged and paid as such but will not include an employee who is required to work a constant number of ordinary hours each week.
- 2.5 "Temporary employee" means an employee who is engaged for a short period of time to undertake a specific task and is required to work a constant number of ordinary hours each week.
- 2.6 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

3. Contract of Employment

- 3.1 Wherever possible, full-time employment should be implemented.
- 3.2 The employer may employ persons on a part-time basis in any area of operation covered by this award. A part-time employee is, for all purposes of this award, entitled to the same terms and conditions as a full-time employee, provided that in all cases, entitlement is determined on a pro rata basis.
- 3.3 The number of hours per week to be worked by a part-time employee will be mutually agreed between the employee concerned and the employer, provided that the minimum number of hours worked will be eight per week.
- 3.4 The terms and conditions of part-time work, except as provided for in this award, will be those determined under the *Government Sector Employment Act 2013*.
- 3.5 Nothing in this award will affect the right of the employer to dismiss an employee without notice for neglect of duty or misconduct or inefficiency or incompetence, in which case wages will be paid to the time of dismissal, only provided that no employee will be dismissed without notice for:
- (a) sickness, accident or injury if they inform the employer or the employer's representative within a reasonable time prior to or after the commencing time on any day of their inability to commence duty on that day;
 - (b) any other reasonable cause if they inform the employer or the employer's representative within a reasonable time prior to or after the commencing time on any day of their inability to commence duty on that day.
- 3.6 Notwithstanding anything hereinbefore contained, an employee will not be given notice or dismissed, except for misconduct while legitimately absent from duty on accrued sick leave or annual leave.
- 3.7 An employee not attending for duty will lose pay for the time of non-attendance unless payment for such non-attendance is permitted under the provisions of this award and the non-attendance was accordingly authorised.
- 3.8 Probationary Period -
- (a) Employees engaged as ongoing employees without any previous service with the employer may be engaged for a probationary period of twelve months. During this period of probationary

employment such ongoing employees may be terminated with one week's notice and temporary and casual employees with one hour's notice.

- (b) No other probationary periods will apply.

4. Classifications and Rates of Pay

4.1 The minimum rates of pay for all classifications covered by the award are set by the Crown Employees (Public Sector - Salaries 2021) Award or any replacement award. They are included in Part B, Monetary Rates, Table 1 - Rates of Pay.

4.2 The grading requirements for horticulturists employed before 1 July 2010 are as follows:

- (a) Garden Labourer - performs basic tasks associated with horticulture and works under limited supervision.
- (b) Horticulture Labourer - undertaking TAFE certification or equivalent in horticultural trade.
- (c) Horticulturalist Level 1 - has completed recognised Trade/Horticultural Certificate III or equivalent experience and has limited supervisory experience.
- (d) Horticulturalist Level 2 - has well developed zoo horticultural experience in areas such as bush regeneration, landscaping, nursery and maintenance.
- (e) Horticultural Technician - proven managerial experience and communicates technical data and information; may also have higher qualification.
- (f) Senior Horticultural Technician - has proven research skills and horticultural experience with at least 3 years experience in zoological horticulture or demonstrated experience in public park management, exhibit design and maintenance.
- (g) Conditions of progression for gardeners will be developed and agreed between the parties, such progression to be based on the recognition of skills attained.

4.3 The grading requirements for gardeners and horticulturists are as follows:

- (a) Horticultural Apprentice:
 - (i) Works under close direct supervision performing basic tasks using basic hand tools or equipment for which either no previous training or experience is required.
 - (ii) Carries out general grounds maintenance including: maintaining current flora displays, planting and establishing new flora displays.
- (b) Gardener:
 - (i) Performs basic tasks associated with horticulture and gardening and works under supervision.
 - (ii) Carries out general grounds maintenance including: maintaining current flora displays, weeding, mowing lawns and trimming hedges.
- (c) Horticulturalist:
 - (i) Has completed recognised Trade/Horticulture Certificate or equivalent experience and has limited supervisory experience.
 - (ii) Carries out horticultural duties including: administering approved chemicals and species identification.

- (iii) Carries out general grounds maintenance including: maintaining current flora displays.
- (iv) Provides technical expertise and advice to labouring resources in carrying out of general grounds maintenance (including remnant bush areas and browse plantation).
- (v) Assists with supervising and training of apprentices.
- (d) Horticultural Supervisor:
 - (i) Supervises the maintenance of grounds including the supervision of labouring and horticultural resources (including remnant bush areas and browse plantation).
 - (ii) Supervises labouring and horticultural resources.
- (e) Progression within a classification will occur on the anniversary of an employee's appointment, or the date at which they were appointed to their current classification grade. Employees may only progress within the classification they are appointed to (i.e.: Apprentice, Gardener, Horticulturalist, and Horticultural Supervisor).
- (f) Progression is subject to a satisfactory performance review at the employee's current classification grade in accordance with Taronga Conservation Society Australia's performance management procedures.
- (g) Appointment of employees to higher classifications will be through a merit selection process when vacancies arise.

4.4 The appointment/progression requirements for keeping grades are as follows.

- (a) Trainee Keeper Level 1
 - (i) No paid animal related industry experience required.
 - (ii) Undertakes Trainee Skills Assessment Workbook.
 - (iii) Works under direct supervision.
- (b) Trainee Keeper Level 2
 - (i) At least 1 year of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under direct supervision.
- (c) Trainee Keeper Level 3
 - (i) At least 2 years of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.

- (v) Works under minimum supervision.
- (d) Trainee Keeper Level 4
 - (i) At least 3 years of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under limited supervision.
- (e) Keeper Level 1
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 4 years paid animal husbandry related industry experience.
 - (iii) Existing employees must have satisfactorily completed the Trainee Skills Assessment Workbook.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Undertake Keeper Skills Assessment Workbook.
- (f) Keeper Level 2
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 5 years paid animal husbandry related industry experience of which at least one year has been within a zoo which participates in coordinated national/international breeding programs or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.
- (g) Keeper Level 3
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 6 years paid animal husbandry related industry experience of which at least two years has been within a zoo which participates in coordinated national/international breeding programs or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.

- (h) Keeper Level 4
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 7 years paid animal husbandry related industry experience of which at least three years has been within a zoo which participates in coordinated national/international breeding programs or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.
- (i) Senior Keeper Level 1
 - (i) Possession of the Certificate III in Captive Animals or equivalent.
 - (ii) 8 years paid animal related husbandry industry experience, of which at least four years has been within a zoo which participates in coordinated national/international breeding programs or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) High level of skill in species management e.g. be able to work on regional stud books (training by ARAZPA or equivalent or having an approved mentor on site); or have a very high level of animal management skills.
 - (iv) Existing employees must have satisfactorily completed the Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
 - (v) Existing employees must be satisfactory in general competencies.
- (j) Senior Keeper Level 2
 - (i) Possession of the Certificate III in Captive Animals or equivalent.
 - (ii) 9 years paid animal related husbandry industry experience, of which at least five years has been within a zoo which participates in coordinated national/international breeding programs or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Develop contributions in an area of specialisation or have a very high level of animal management skills and be able to undertake international stud bookkeeping.
 - (iv) Existing employees must have successfully completed a substantial Taronga Zoo or Taronga Western Plains Zoo project approved by the relevant Unit Supervisor and Precinct Manager and endorsed by the Wildlife Conservation Operations Manager. New employees must demonstrate a similar achievement. Senior Keepers Level 2 should always be undertaking an approved project once classified at Level 2.
 - (v) Existing employees must have satisfactorily completed the Senior Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
 - (vi) Existing employees must be satisfactory in general competencies.

- (k) Keeper Grade 4 Level 2 (Specialist) (only available to ongoing employees employed as a Keeper on 8 December 2005).
 - (i) Minimum of 3 years' experience as Divisional Supervisor and,
 - (ii) Possession of a tertiary qualification or extensive management training or works with outside agencies; and is a qualified technician.
- (l) Keeping Unit Supervisor
 - (i) Appointment by merit based selection.
 - (ii) Possession of the Certificate III in Captive Animals or equivalent.
 - (iii) Demonstrated experience and expertise relevant to the role.
 - (iv) Demonstrated supervisory skills.
- (m) Relevant experience, skills, qualifications and study undertaken will be taken into account in determining the grade and level to which a temporary or ongoing keeping employee will be appointed.
- (n) A keeping employee, except a casual employee, will progress through the classifications of Trainee Keeper, Keeper and Senior Keeper depending on acquisition of qualifications, skills and experience as set out in the appointment/progression requirements.
- (o) A casual keeping employee will be paid one of the following rates depending on qualifications:
 - (i) An employee who does not possess a Certificate III in Captive Animals (or equivalent) will be paid at Trainee Keeper Level 1.
 - (ii) An employee who possesses the qualifications and experience to be appointed as a Keeper will be paid at Keeper Level 1, unless a higher level of responsibility is required, in which case an employee will be paid at the level of the work they are required to perform.
- (p) A casual keeping employee will not progress within the Trainee Keeper or Keeper grades.
- (q) Appointment to the roles of Unit Supervisor will be through merit-based selection.
- (r) A temporary assignment allowance will be paid to keeping employees who temporarily relieve as a Keeping Unit Supervisor for a period of 5 consecutive working days or more. The allowance is the difference between the base salary of the relevant Keeping Unit Supervisor Grade and the substantive salary of the relieving employee. If only a proportion of the duties of the higher graded role are required to be performed by the relieving employee, the allowance will be paid on a pro rata basis. The allowance will not be paid on any leave taken by the relieving employee during the period of relief except when the employee has been relieving in the role for more than 12 months.
- (s) Before an employee commences relief as a Keeping Unit Supervisor, the relevant manager will discuss with them the duties they will be required to perform, the criteria for determining the proportion of the allowance to be paid to them and the delegated responsibilities they will be expected to exercise during the relief period.

4.5 Designer Classifications

Progression between Junior Designer, Designer and Senior Designer will be based on merit selection processes, when vacancies arise.

- (a) Junior Designer
 - (i) Has completed a recognised qualification, from TAFE, university or accredited and acknowledged private college.
 - (ii) Works under direct supervision or guidance of Senior Designer or Design Manager.
 - (iii) Develops draft concepts in response to design briefs, in consultation with Senior Designer or Design Manager.
 - (iv) Alters concepts at the direction of Senior Designer or Design Manager
- (b) Designer:
 - (i) Has completed a recognised qualification, from TAFE, university or accredited and acknowledged private college.
 - (ii) Works under limited supervision or guidance of Senior Designer or Design Manager.
 - (iii) Develops concepts in response to design briefs, before review by Senior Designer or Design Manager.
 - (iv) Responsible for taking design briefs from internal clients.
- (c) Senior Designer:
 - (i) Degree qualified with extensive design experience.
 - (ii) Limited experience supervising more junior designers in the development and delivery of work.
 - (iii) Responsible for commissioning and managing photographic shoots.
 - (iv) Responsible for the autonomous project management of client work, including scheduling deliverables and proofing process.
 - (v) Provides design direction and guidance for Designers, Junior Designers and some external, contract designers in the development of design concepts.

5. Training Competency

- 5.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
- 5.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 5.3 Any direction issued by the employer pursuant to subclauses 5.1 and 5.2 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 5.4 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level within the classifications. Such competencies will be developed having regard to National Competency Standards.
- 5.5 The employer will support the progression of ongoing employee through their classification streams by the provision of training, mentoring and support as appropriate.

6. Hours of Work

- 6.1 The ordinary hours of work will be an average of 38 per week over a 152-hour month, Monday to Sunday inclusive. Rosters will, wherever possible, be agreed between the employer and employee. There will be a specified meal break agreed between the employer and the employee of not less than half an hour and not more than one hour. One week's notice will be given to an employee of any changes of starting and finishing times and lunch breaks, except in the case of emergency.
- 6.2 Hours of work will be either day shift or afternoon shift:
- (a) Day shift hours will be worked between the hours of 6.00 a.m. and 6.00 p.m.
 - (b) Afternoon shift is any shift that finishes after 6.00 p.m. and before midnight.
- 6.3 A 15 per cent allowance will be paid for work performed on an afternoon shift. This allowance is not cumulative upon the allowances paid for work performed on Saturdays, Sundays and public holidays.

7. Overtime

- 7.1 Where an employee is directed to work in excess of an average of 38 hours per week over a 152-hour month, Monday to Sunday inclusive, the employee may elect for compensation purposes between monetary payment or time-in-lieu.
- 7.2 For all work done outside ordinary hours the rates of pay will be time and one-half for the first two hours and double time thereafter.
- 7.3 For the purposes of this clause, ordinary hours will mean the hours of work fixed in accordance with clause 6, Hours of Work. The hourly rate when computing overtime will be determined by dividing the appropriate rate by 38 even in cases where an employee works more than 38 ordinary hours in a week.
- 7.4 When an employee is required to work overtime beyond 6.30 pm, Monday to Sunday inclusive, they will be provided with a meal or the appropriate meal allowance. The overtime allowance will be paid in accordance with item No.1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. The monetary rates prescribed in Table 2 of the Award are set in accordance with movements in wage and wage related allowances as prescribed in Table 2 and in accordance with the Crown Employees (Public Sector - Salaries 2021) Award and any variation or replacement Award.
- 7.5 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of three hours' work at the appropriate rate as prescribed in subclause 7.2 for each time they are so recalled; provided that, except in the case of unforeseen circumstances arising, the employee will not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.
- 7.6 Where an employee elects for payment as time in lieu of overtime worked, such time in lieu is to be calculated as per the monetary calculation for overtime worked.
- 7.7 Time in lieu of overtime worked may be taken by the employee as allocated days off (ADO) or added to annual leave.
- 7.8 Any day or days added in accordance with subclause 7.7 will be the working day or working days immediately following the annual leave period to which the employee is entitled under clause 12, Leave Conditions and Entitlements.
- 7.9 Subject to subclause 7.10, the employer may require an employee to work reasonable overtime at overtime rates.
- 7.10 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.

- 7.11 For the purposes of subclause 7.10 what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

8. Allocated Days Off

- 8.1 Where possible, allocated days off (ADOs) will be scheduled by mutual agreement between employees and the employer. ADOs may be accumulated up to a maximum of ten days. Accumulation of ADOs in excess of ten days will require the approval of the employer.
- (a) Except as provided by subclause 8.1 of this clause, an employee will be advised by the employer at least four weeks in advance of the week-day which is to be the ADO.
 - (b) The employer with the agreement of the employee concerned may substitute the day an employee is to be allocated off duty for another day in the case of an emergency or to meet the requirements of a particular establishment.
 - (c) An individual employee with the agreement of the employer may substitute the day such employee is allocated off duty for another day.

In the event that an employee's ADO is a day which coincides with pay day, such employee will be paid no later than the working day immediately following pay day.

- 8.2 Allocated Day Off Falling on a Public Holiday - In the event of an employee's ADO falling on a public holiday, the employee and the employer will agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day will be determined by the employer.
- 8.3 Work on Allocated Day Off - Subject to subclause 8.1 any employee required to work on their ADO will be paid in accordance with the provisions of clause 7, Overtime.

9. Saturday and Sunday Work During Ordinary Hours

- 9.1 Employees except gate receptionists required to work their ordinary hours on a Saturday or Sunday will be paid for all time so worked at the following rates:
- Saturday Work - Time and one-half;
- Sunday Work - Time and three-quarters.
- 9.2 Employees rostered for duty on Saturdays and Sundays, if advised at starting time of the day in question by the employer that they are not required, will be paid for two hours at double time rates; provided that a keeper or gardener called upon to work on a public holiday will be paid for a minimum of six hours at the appropriate penalty rates; all other employee will be paid for a minimum of three hours at the appropriate penalty rate.
- 9.3 When shift work is performed on Saturdays and Sundays the shift allowance prescribed in clause 6, Hours of Work, is not paid.

10. Allowances

- 10.1 First-aid Allowance - A standard first-aid kit will be provided and maintained by the employer in accordance with the *Work Health and Safety Act 2011*. In the event of any serious accident happening to any employee whilst at work the employer, at the employer's own expense, will provide transport facilities to the nearest hospital or doctor. An employee who is a qualified first-aid attendant and who is required to carry out the duties of a qualified first-aid attendant will be paid an additional amount as provided in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. It is the intention of the parties to this award that such allowance will be paid in a weekly amount equivalent to that available to members of the Public Service as defined under the *Government Sector Employment Act 2013* and will be varied to maintain that equivalent relationship. The weekly rate applicable will be referable to the annual allowance payable pursuant to the Crown Employees (Public Sector - Salaries 2021) Award and any variation or replacement Award and calculated as follows:

Annual Allowance/365.25 x 7 = Weekly Allowance

Casual employees will be paid an additional amount as set in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- 10.2 Uniforms - Where a uniform (which may include overalls) is required to be worn, and the cost of any laundering is not borne by the employer, a laundry allowance as set in Item 4 of Table 2 will be paid
- 10.3 Disability Allowance - Zookeepers employed prior to 1 July 2010 working at Western Plains Zoo will be paid an allowance at the rate as set in Item 5 of Table 2 which will be treated as part of the ordinary wage for all purposes of this award.
- 10.4 Meal Allowance on one day journeys - An employee who is authorised to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, will be paid the appropriate rate of allowance set out in Item 6 of Table 2 Other Rates and Allowances of Part B, Monetary Rates for:
- (a) breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
 - (b) an evening meal when required to travel until or beyond 6.30 p.m.; and
 - (c) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal place of work at the time of taking the normal lunch break.

However, meal expenses will not be payable on one-day journeys when the journey is between Taronga Conservation Society Australia work sites, for example, as between Taronga Zoo and Western Plains Zoo.

It is the intention of the parties to this award that such allowance will be paid in an amount equivalent to that available to members of the Public Service as defined under the *Government Sector Employment Act 2013* and will be varied to maintain that equivalent relationship

- 10.5 All allowances with the exception of subclauses 10.3 and 10.4 will be moved in accordance with State Wage Case decisions.

11. Lactation Breaks

- 11.1 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.
- 11.2 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.

- 11.3 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.
- 11.4 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.
- 11.5 The Department Head will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 11.6 Other suitable facilities, such as refrigeration and a sink, will 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.
- 11.7 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.
- 11.8 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 79, Sick Leave of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or access to flexible working hours in accordance with applicable policies

12. Leave Conditions and Entitlements

- 12.1 All employees will be entitled to leave in accordance with the *Government Sector Employment Act* 2013.
- 12.2 In addition to subclause 12.1 of this clause, employees will be entitled to additional parental leave entitlements as follows:
- (a) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement of Unpaid Parental Leave, in the *Industrial Relations Act* 1996. The following provisions will also apply in addition to those set out in the *Industrial Relations Act* 1996 (NSW).
- (b) The employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act*) because:
- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

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

- (c) Right to request
- (i) An employee entitled to parental leave may request the employer to allow the employee:
- (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

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

to assist the employee in reconciling work and parental responsibilities.

- (ii) The employer will 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 employee, loss of efficiency and the impact on customer service.

- (iii) Employee's request and the employer's decision to be in writing

The employee's request made under (c)(i) and the employer's decision made under (c)(ii) must be recorded in writing.

- (iv) Request to return to work part-time

Where an employee wishes to make a request under (c)(i)(3), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (d) Communication during parental leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer will take reasonable steps to:

- (1) 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

- (2) 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.

- (ii) The employee will 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.

- (iii) The employee will also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (d)(i).

12.3 Casual employees will also receive unpaid Personal Carer's entitlement and Bereavement entitlement as follows;

- (a) Personal Carers entitlement for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in subclause 13.1 of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).

- (ii) The employer and the casual employee will 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.

- (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 to engage a casual employee are otherwise not affected.
- (iv) The casual employee will, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (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.

- (v) 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.
- (b) Bereavement entitlements for casual employees
- (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
 - (ii) The employer and the casual employee will 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.
 - (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 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.

13. Family and Community Service Leave, Personal Carer's Leave

13.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and 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 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 or legal guardian), grandparent, grandchild or sibling of the employee or 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 paragraph:
 - (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.

13.2 The Executive Director and Chief Executive will 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 paragraph (a) of this subclause. The Executive Director and Chief Executive may also grant leave for the purposes in paragraph (b) of this subclause. Non-emergency appointments or duties will be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

- (a) Such unplanned and emergency situations may include, but not be limited to, the following:
 - (i) Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (iii) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens an employee's property and/or prevents an employee from reporting for duty;
 - (iv) Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - (v) Attendance at court by a employee member to answer a charge for a criminal offence, only if the Executive Director and Chief Executive considers the granting of family and community service leave to be appropriate in a particular case.
- (b) Family and community service leave may also be granted for:
 - (i) 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 member does not hold a role of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - (ii) 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.
- (c) Family and Community Services Leave replaces Short Leave

13.3 Family and community service leave will accrue as follows:

- (a) The maximum amount of family and community services leave on full pay that may be granted to an employee is:

- (i) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (ii) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.
- (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 discrete 'per occasion' basis on the death of a person defined in subclause 13.1.
- 13.4 Use of Sick Leave to care for a sick dependant - general - When family and community service leave, as outlined in subclause 13.3 is exhausted, the sick leave provisions under subclause 13.5 may be used by an employee to care for a sick dependant.
- 13.5 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 13.1.
 - (b) An employee with responsibilities in relation to a person who needs their care and support will 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, 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) In special circumstances, the Executive Director and Chief Executive may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph 13.5 (c).
 - (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
 - (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
 - (g) Wherever practicable, the employee will give the Executive Director and Chief Executive prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Executive Director and Chief Executive beforehand, notification should be given by telephone at the first opportunity on the day of absence.
 - (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

13A. Leave for Matters Arising from Domestic Violence

- 13A.1 The definition of domestic violence is found in subclause 2.6 of clause 2, Definitions, of this Award.
- 13A.2 Leave entitlements provided for in clause 13, Family and Community Service Leave, Personal/Carer's Leave and sick leave entitlements in clause 12, Leave Conditions and Entitlements, may be used by an employee experiencing domestic violence;
- 13A.3 Where the leave entitlements referred to in sub clause 13A.2 are exhausted, the employer will grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- 13A.4 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;
- 13A.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 13A.6 The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

14. Public Holidays

- 14.1 All statutory and proclaimed public holidays will be holidays for the purpose of this award.
- 14.2 Employees will be paid for all ordinary time worked on public holidays at the rate of double time and one-half
- 14.3 Where a holiday occurs on the rostered day off of a seven-day shift worker, other than an ADO given pursuant to the provisions of clauses 6, Hours of Work, and 8, Allocated Days Off.
- (a) if such employee is not required to work on that day the employer will pay such employee the ordinary pay in respect of such day;
 - (b) if such employee is required to work on that day the employer will pay such employee the ordinary pay in respect of such time and in addition at the rate of time and one-half for the first eight hours and double time and one-half thereafter.
- 14.4 When shift work is performed on Public Holidays, the shift allowance prescribed in the said clause 6 is not paid.

15. Dispute Settlement Procedure

- 15.1 When any claim or dispute arises at the workplace the employee(s) concerned will take the matter up with their immediate supervisor. The supervisor is to be given the opportunity to investigate the matter and provide a response to the grievance or claim.
- The supervisor will advise the employee(s) concerned of the time by which an answer will be provided.
- 15.2 If the claim or dispute is not resolved between the employee(s) and their immediate supervisor, or where the matter is of such a nature that direct discussion between the employee(s) and their supervisor would not be appropriate, the employee(s) will notify the Association delegate(s) who will then take the matter up with the appropriate Manager.
- 15.3 If the claim or dispute has not been settled by the immediate supervisor or Manager, or if any party so requests, the matter will be discussed as soon as practicable between a representative of the Association concerned and appropriate senior management representatives, which may include employee of the Human Resources Division.

- 15.4 If the claim or dispute remains unresolved the parties agree that it may be referred to the appropriate industrial tribunal.
- 15.5 Nothing contained in these procedures will preclude the employer and the Association from entering into direct negotiations on any matter.
- 15.6 Whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work will be applied.
- 15.7 The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.

16. Anti-Discrimination

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates 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.
- 16.5 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.

17. Merit Selection

- 17.1 Merit selection is based on:
- (a) A competitive selection process;
 - (b) A selection process which assesses all applicants equally against job related criteria;
 - (c) Open access to job opportunities; and
 - (d) An independent selection process in accordance with this clause.
- 17.2 Selection Panel
- (a) A selection panel will include:

- (i) the immediate supervisor or line manager of the vacant role which is the subject of the selection and recruitment process ("vacant role");
 - (ii) a person having some expertise in or knowledge of the nature and requirements of the vacant role, or otherwise having some familiarity with the operational and human resources needs and workplace culture of the employer; and
 - (iii) an independent person referred to in subclauses 17.2(c) and 17.2(f) ("independent").
- (b) Selection panels will preferably comprise three persons, but may comprise a minimum of two persons (including an independent) in particular for entry level roles. In all cases there should be at least one female and one male person on the selection panel.
- (c) If, after taking the steps referred to in subclause 17.2(d), to obtain a person who is not, and preferably has not been, employed by the employer ("external independent") to be included on a selection panel, the employer determines that it is not possible or practicable to do so, it will record the steps taken by it, and the reasons it was not able, to obtain an external independent. The record will be in writing recorded on the recruitment file and will be made prior to the culling of any applicants for the vacant role.
- (d) For the purposes of subclause 17.2(c) the relevant steps are:
- (i) making requests of at least three public sector agencies that they make available to the employer an external independent; and
 - (ii) in the event that an external independent cannot be procured pursuant to a request made under of subparagraph 17.2(d)(i) or by way of any reciprocal arrangement referred to in paragraph 17.2(e), seeking the assistance of the Public Service Commission to identify public sector agencies which may have available external independents.
- (e) To facilitate obtaining external independents for selection panels, the employer will to the extent practicable attempt to establish and to the extent practicable utilise, reciprocal arrangements or networks with public sector agencies ("reciprocal arrangements").
- (f) Where the employer has not been able to obtain an external independent to sit on a selection panel, then the independent utilised for that purpose will be a person who:
- (i) where possible, does not have any close professional or personal affiliation with any applicant for the vacant role, but who will nevertheless declare in writing to the other members of the selection panel the nature of any such affiliation;
 - (ii) is not employed in the same division of the employer as that in which the vacant role is situated.
- (g) Nothing in this clause should be construed as requiring the employer to pay external independents for their participation on selection panels.
- (h) The employer aims to have a selection committee made up of members who are able to act independently in their decision making. Where practicable the same members of the selection panel should take part in all stages of the selection process from initial cull to signing of the selection panel report.
- (i) The convener is responsible for ensuring that:
- (i) equity principles are applied during the recruitment process;
 - (ii) documentation of the selection process is completed and returned to the relevant recruitment personnel; and

- (iii) appropriate feedback is provided to the unsuccessful applicants.
- (j) All members of the selection panel have an obligation to ensure equity principles are implemented. Any individual member who does not support the outcome of the selection process should submit a separate report.

18. Deduction of Union Membership Fees

- 18.1 The Association must provide the employer with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the Association's rules. For the purposes of this clause, this amount is referred to as "the Fortnightly Membership Fee".
- 18.2 The Association must advise the employer of any change of the Fortnightly Membership Fee, consequent upon a variation of the annual union membership fee as provided in the Association rules. Any variation to the Fortnightly Membership Fee will be provided to the employer at least one month in advance of the variation taking effect. No more than two variations will be effected in any financial year.
- 18.3 Subject to 18.1 and 18.2 above, the employer must deduct the Fortnightly Membership Fee 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 employer to make such deductions. However, deduction of the Fortnightly Membership Fee will only occur in each pay period in which payment has or is to be made to an employee.
- 18.4 Monies so deducted from employees' pay must be forwarded fortnightly to the Association by way of electronic funds transfer, together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts. The money must be remitted to the Association as soon as practicable after the fortnightly pay period has been processed.
- 18.5 In relation to full-time and part-time employees, the Fortnightly Membership Fee must be deducted on a fortnightly basis from the employees' pay.
- 18.6 No Fortnightly Membership Fee will be deducted in respect of periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave.
- 18.7 In relation to casual employees the Fortnightly Membership Fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period.
- 18.8 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

19. Secure Employment

19.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of ongoing roles 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.

19.2 Casual Conversion

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

- (b) Every employer of such a casual employee will give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph 19.2(a), upon receiving notice under paragraph 19.2(b) 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 will consent to or refuse the election, but will not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 19.2(c), the employer and employee will, in accordance with this paragraph, and subject to paragraph 19.2(c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph 19.2(f), the employee will 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 will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

19.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions will apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to

supply employee employed or engaged by it to another employer for the purpose of such employee performing work or services for that other employer.

- (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which, might otherwise have been carried out by that other employer's own employees.
- (b) Any employer which, engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will do the following (either directly, or through the agency of the labour hire or contract business):
- (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 19.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

19.4 Disputes Regarding the Application of this Clause

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

- 19.5 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 Department of Education, Science and Training.

20. Area, Incidence and Duration

- 20.1 This award applies to all classifications of employees employed by the Taronga Conservation Society Australia listed in Table 1 - Rates of Pay of Part B, Monetary Rates, of this award.
- 20.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Taronga Conservation Society Australia Salaried Employees Award published 27 March 2020 (387 I.G. 526), as varied.
- 20.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 15 November 2021.
- 20.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

21. General Conditions of Employment

21.1 It is the intention of the parties to this Award that all other leave conditions not specified in this Award will be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 - Leave), the *Government Sector Employment Act 2013* and the Government Sector Employment Regulation 2014 as amended from time to time.

PART B**MONETARY RATES**

Payable in accordance with the Crown Employees (Public Sector - Salaries 2021) Award

Table 1 - Rates of Pay

Effective from the first pay period to commence on or after 1 July 2021

Classification and Grades	Common Salary Point	1.7.20 Per annum 0.3% \$	1.7.21 Per annum 2.04% \$
Clerks -			
General Scale -			
1st year (up to 18 years)	7	37,949	38,723
2nd year (or 20 years)	11	45,899	46,835
3rd year	17	49,470	50,479
4th year	20	50,819	51,856
5th year	23	52,968	54,049
6th year	25	53,928	55,028
7th year	28	55,267	56,394
8th year	32	57,312	58,481
9th year	36	59,389	60,601
10th year	40	61,583	62,839
At 19 years + (HSC)	9	43,000	43,877
Grade 1 -			
1st year	46	64,973	66,298
2nd year	49	66,882	68,246
Grade 2 -			
1st year	52	68749	70151
2nd year	55	70636	72077
Grade 3 -			
1st year	58	72,635	74,117
2nd year	61	74,827	76,353
Grade 4 -			
1st year	64	77,162	78,736
2nd year	67	79,535	81,158
Grade 5 -			
1st year	75	85,744	87,493
2nd year	78	88,449	90,253
Grade 6 -			
1st year	82	91,916	93,791
2nd year	85	94,610	96,540
Grade 7 -			
1st year	88	97,443	99,431
2nd year	91	100,356	102,403
Grade 8 -			
1st year	95	104,539	106,672
2nd year	98	107,864	110,064

Grade 9 -			
1st year	101	111,077	113,343
2nd year	104	114,201	116,531
Grade 10 -			
1st year	108	118,863	121,288
2nd year	111	122,404	124,901
Grade 11 -			
1st year	116	128,473	131,094
2nd year	120	133,920	136,652
Grade 12 -			
1st year	126	142,308	145,211
2nd year	130	148,578	151,609
Clerical Assistants -			
1st year (or under 17 years)	1	26,416	26,955
2nd year (or 17 years)	3	29,674	30,279
3rd year (or 18 years)	6	35,702	36,430
4th year (or 19 years)	8	40,550	41,377
5th year (or 20 years)	9	43,000	43,877
6th year (or 21 years)	15	47,704	48,677
7th year	17	49,470	50,479
8th year	20	50,819	51,856
9th year	22	51,781	52,837
Class 1 -			
1st year	25	53,928	55,028
2nd year	28	55,267	56,394
Class 2 -			
1st year	32	57,312	58,481
2nd year	35	58,791	59,990
Class 3 -			
1st year	37	59,956	61,179
2nd year	40	61,583	62,839
Class 4 -			
1st year	42	62,764	64,044
2nd year	44	63,857	65,160
Horticulturalist Labourer - (Applies to employees engaged prior 1 July 2010)			
Grade 1	25	53,928	55,028
Grade 2	30	56,312	57,461
Grade 3	35	58,791	59,990
Horticulturalist Level 1 - (Applies to employees engaged prior 1 July 2010)			
Grade 1	42	62,764	64,044
Grade 2	45	64,478	65,793
Horticulturalist Level 2 (Applies to employees engaged prior 1 July 2010)			
Grade 1	48	66,201	67,552
Grade 2	50	67,532	68,910
Horticultural Technician (Applies to employees engaged prior 1 July 2010)			
Grade 1	55	70,636	72,077
Grade 2	57	71,926	73,393
Senior Horticultural Technician (Applies to employees engaged prior 1 July 2010)			
Grade 1	63	76,420	77,979
Grade 2	67	79,535	81,158
Horticultural Apprentice (Applies to employees engaged post 1 July 2010)			
1st Year		26,236	26,771

2nd Year		31,010	31,643
3rd Year		35,778	36,508
4th Year		42,936	43,812
Gardener (Applies to employees engaged post 1 July 2010)			
Grade 1	15	47,704	48,677
Grade 2	18	49,956	50,975
Grade 3	21	51,302	52,349
Horticulturalist (Applies to employees engaged post 1 July 2010)			
Grade 1		60,715	61,954
Grade 2		62,536	63,812
Grade 3		64,413	65,727
Grade 4		67,531	68,909
Horticultural Supervisor (Applies to employees engaged post 1 July 2010)			
Grade 1		71,702	73,165
Grade 2		73,854	75,361
Grade 3		76,070	77,622
Keeper Grade 4 (Specialist) Level 2 (only available to employees employed permanently as a Keeper on 8 December 2005)			
	75	85,744	8,7493
Trainee Keeper -			
Level 1	-	45,538	46,467
Level 2	-	48,572	49,563
Level 3	-	51,609	52,662
Level 4	-	54,644	55,759
Keeper -			
Level 1	-	60,716	61,955
Level 2	-	63,751	65,052
Level 3	-	66,786	68,148
Level 4	-	69,825	71,249
Senior Keeper -			
Level 1	-	72,859	74,345
Level 2	-	78,930	80,540
Keeping Unit Supervisor -			
Year 1	-	88,039	89,835
Year 2	-	89,861	9,1694
Year 3	-	91,679	93,549
Keeper before Jan 06			
Grade 1			
Level 01		56,761	57,919
Level 02		57,311	58,480
Level 03		58,258	59,446
Level 04		59,388	60,600
Grade 2			
Level 01		75,912	77,461
Level 02		83,651	85,357
Gate Receptionists	38	60,454	61,687
Junior Designer			
Grade 1		51,751	52,807
Grade 2		53,821	54,919
Grade 3		55,972	57,114
Grade 4		58,209	59,396
Designer			
Grade 1		59,956	61,179
Grade 2		62,650	63,928
Grade 3		65,471	66,807
Grade 4		68,420	69,816
Grade 5		71,496	72,955

Senior Designer			
Grade 1		75,077	76,609
Grade 2		78,828	80,436
Grade 3		82,768	84,456
Allowances:			
Casual first aid allowance (per shift)		17.95	18.30
Laundry Allowance for staff other than Gate Receptionists (per week)		7.50	7.60
Laundry Allowance for Gate Receptionists (per week)		13.55	13.85

Table 2 - Other Rates and Allowances payable in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award (2009).

Effective from the first pay period to commence or after the dates 1 July 2021.

Item No.	Clause No.	Brief Description	Amount \$
1	7.4	Overtime Meal Allowance: Dinner Supper	31.25 11.55
2	10.1	First Aid Allowance Holders or basic qualifications: Holders of current occupational first aid certificate:	18.30 per week 27.48 per week
3	10.1	Casual First-aid allowance	18.30 per week
4	10.2	Uniforms - Laundry Allowance Gate Receptionist Laundry Allowance	7.60 per week 13.85 per week
5	10.3	Disability Allowance at Western Plains Zoo Payable only to existing keepers (ongoing, temporary and casual) employed before 1 July 2010, for the term of their current contract	15.20 per week
6	10.4	Meal Allowance: Capital Cities Breakfast Lunch Dinner Meal Allowance: Country Centres Breakfast Lunch Dinner	28.15 31.65 53.90 25.20 28.75 49.60

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(Case No. 132867 of 2021)

Before Commissioner Sloan

29 March 2022

REVIEWED AWARD**Arrangement**

Clause No. Subject Matter

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6. Saturday and Sunday Work
7. Travelling and Living Away Allowances
8. Meal Breaks and Allowances
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- Table 2 - Wages (Clause 1.2 - Mobile Cranes &c., Rates)
- Table 3 - Wages (Clause 1.3 - Ancillary Plant Drivers)
- Table 4 - Wages (Clause 1.4 - Mobile Concrete Pump Driver/Operators)
- Table 5 - Wages (Clause 1.5 - Furniture Removals)
- Table 6 - Wages (Clause 1.6 - Chauffeurs)
- Table 7 - Allowances
- Table 8 - Travelling and Living Away Allowance (Clause 7)
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- Table 11 - Income Protection on Six Day Rosters - Saturday (Clause 3.2.1)
- Table 12 - Income Protection on Six Day Rosters - Sunday (Clause 3.2.2)
- Table 13 - Income Protection on Seven Day Rosters - Saturday and Sunday (Clause 3.2.3)

PART A

SECTION I - WAGES, ALLOWANCES AND HOURS OF EMPLOYMENT

1.1 General Rates

1.1.1 Rates of Pay: employees falling within this division must be paid the rates of pay set out in Table 1 of Part B of this award.

1.1.2 Class C Driving Licence

TRANSPORT WORKER GRADE ONE: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- extra hand;
- yardperson;
- rider of a motorcycle;
- rider or driver of a horse;
- driver of a tow motor;
- bicycle courier.

Employees appointed to this grade can also be required to perform occasional driving of vehicles for which a Class 1A driving license is necessary provided that it is incidental to the preceding functions.

TRANSPORT WORKER GRADE TWO: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- driver of two-axle rigid vehicles with a gross vehicle mass of up to 4.5 tonnes;
- driver of forklifts with a capacity of up to 4.5 tonnes;
- Transport Facility Worker (1)

TRANSPORT WORKER GRADE THREE: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- driver of two-axle rigid vehicles with a gross vehicle mass of over 4.5 tonnes;
- driver of forklifts with a capacity of over 4.5 tonnes and up to 9 tonnes;
- Transport Facility Worker (2)
- driver of a straddle truck.

TRANSPORT WORKER GRADE FOUR: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- driver of three-axle rigid vehicles;
- driver of forklifts with a capacity of over 9 tonnes and up to 15 tonnes.

TRANSPORT WORKER GRADE FIVE: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- driver of four-axle rigid vehicles;
- driver of articulated vehicles with a total of three axles;
- driver of rigid vehicle-trailer combinations with a total of three axles;

driver of forklifts with a capacity of over 15 tonnes and up to 30 tonnes.

TRANSPORT WORKER GRADE SIX: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

driver of articulated vehicles with a total of four axles;

driver of rigid vehicle-trailer combinations with a total of four axles;

driver of forklifts with a capacity of over 30 tonnes and up to 60 tonnes.

TRANSPORT WORKER GRADE SEVEN: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

driver of articulated vehicles with a total of five axles or six axles;

driver of rigid vehicle-trailer combinations with a total of five axles or six axles or seven axles;

driver of forklifts with a capacity of over 60 tonnes;

TRANSPORT WORKER GRADE EIGHT: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

driver of double articulated vehicles (i.e. "B-double combination vehicles");

driver of rigid vehicle-triple trailer combinations (i.e. "road trains");

driver of gantry crane;

1. Wages

1.2 Mobile Crane &C. Rates

Persons engaged as Drivers/Operators of Mobile Cranes and Mobile Hydraulic Platforms employed by general carriers in connection with their business, the carriage and delivery of goods, merchandise and the like and/or in the performance of work incidental to the loading, unloading, handling and/or placement of goods, will be classified as follows and must be paid as provided for in Table 2 of Part B of this award:

1.2.1 Mobile Cranes:

GRADE A:	Up to 20 tonnes;
GRADE B:	From 21 tonnes and up to 40 tonnes;
GRADE C:	From 41 tonnes and up to 80 tonnes;
GRADE D:	From 81 tonnes and up to 100 tonnes;

Thereafter for each additional 20 tonnes lifting capacity an additional amount per week as set out in Table 2 of Part B must be paid.

1.2.2 Mobile Hydraulic Platforms:

GRADE A:	Trainee (undergoing structured training program in accordance with agreed standards);
GRADE B:	Boom length up to and including 11 metres (including trainee);
GRADE C:	Boom length over 11 metres and up to 17 metres;
GRADE D:	Boom length over 17 metres and up to 23 metres;
GRADE E:	Boom length over 23 metres and up to 28 metres;

Where the boom length rating is in excess of 28 metres an additional amount per metre per week as set out in Table 4 of Part B must be paid.

GRADE F: Mobile hydraulic platform with an underbridge unit.

1.2.3 Crane Offsider.

1.2.4 Advanced Crane Offsider.

1.3 Ancillary Plant Driver Rates

Persons engaged as Ancillary Plant Drivers must be classified as follows and must be paid as provided for in Table 3 of Part B of this award: -

GRADE A:	Up to 65 BHP;
GRADE B:	Over 65 BHP and up to 130 BHP;
GRADE C:	Over 130 BHP and up to 295 BHP;
GRADE D:	Over 295 BHP and up to 500 BHP;
GRADE E:	Over 500 BHP and up to 600 BHP;
GRADE F:	Over 600 BHP.

(BHP refers to brake horsepower)

1.4 Mobile Concrete Pump Driver/Operator Rates

Persons engaged in the delivery and/or placement of concrete by means of a mobile concrete pump must be classified as follows and must be paid as provided for in Table 4 of Part B of this award: -

GRADE A:	Extra Hand;
GRADE B:	Driver/operator - boom length up to and including 11 metres;
GRADE C:	Driver/operator - boom length over 11 metres and up to 17 metres;
GRADE D:	Driver/operator - boom length over 17 metres and up to 23 metres;
GRADE E:	Driver/operator - boom length over 23 metres and up to 28 metres;

Where the boom length rating is in excess of 28 metres an additional amount per metre per week as set out in Table 4 of Part B must be paid.

1.5 Furniture Removals

Furniture Removalist Offsiders must be paid as provided for in Table 5 of Part B.

1.6 Chauffeurs

Chauffeurs/drivers of vehicles used for the purpose of carrying passengers must be paid as provided for in Table 6 of Part B.

2. Allowances

For the purposes of computing wages, overtime etc., the additional amounts set out in Part B of this award and referred to in this clause form part of the weekly wage for the work performed unless otherwise specified.

2.1 Furniture Removals

All employees engaged in furniture removals must receive the appropriate weekly rate of pay specified in this Part B of this award according to the appropriate classification and in addition thereto an additional amount as provided for in Item 1 of Table 7 of Part B.

2.2 Ready Mixed Concrete

Persons involved in the cartage of ready mixed concrete must be paid the additional amounts provided for as follows and set out in Table 7 of Part B:

2.2.1 Drivers of Ready Mixed Concrete Agitator Trucks – Employees who are engaged in the driving and/or operating of ready mixed concrete trucks must be paid an additional rate as set out in Item 2 of Table 7 of Part B, up to a maximum amount per week as provided for in Item 3 of Table 7 of Part B, subject to the following:

2.2.1.1 Such additional rate is in recognition of the skill and responsibility involved in assessing the slump and ingredients in accordance with the employer's requirements.

2.2.1.2 The additional rate will only become payable to an employee who has had at least three (3) months' service with the current employer, and who is actually engaged in the delivery of concrete; provided that in the case of an employee who has had prior experience in the driving and/or operating of ready-mixed concrete trucks, the additional rate must be paid after one (1) month's service with the current employer.

2.2.2 Employees (other than agitator drivers) engaged in the delivery and/or placement of concrete - The rate specified in Table 1 of Part A of this award for Transport Worker Grade One and in addition thereto the amount specified in Item 4 of Table 7 of Part B.

2.3 Leading Hands

Employees appointed as leading hands must be paid the rate specified in Tables 1,2,3 or 4 of Part B for the appropriate classification in this clause and in addition thereto the amount specified in Item 5 of Table 7 of Part B.

2.4 Butcher's Bones etc.

Employees principally engaged in the collection of butchers' bones, fat, etc., must be paid the rate specified in Table 1 of Part B for the appropriate classification in this clause and in addition thereto the amount specified in Item 6 of Table 7 of Part B.

2.5 Additional Horses

Employees driving more than one horse must be paid the rate specified in Table 1 of Part B for a Transport Worker Grade One and in addition thereto the amount specified in Item 7 of Table 7 of Part B for each horse in addition to one.

2.6 Working in the Open

Employees working in the open in forest locations and without amenities such as change rooms, lunch rooms, lockers, lavatories and washing facilities, must be paid the additional amount specified in Item 8 of Table 7 of Part B. This allowance is intended as compensation to cover the factors mentioned above and other factors such as working at isolated and undeveloped locations, difficult terrain and undergrowth, exposure to extremes of heat, cold and wind, and wet, dusty and muddy conditions.

2.7 Long and Wide Loads

2.7.1 An employee who is engaged driving a loaded vehicle which together with its special load exceeds:

2.7.1.1 2.9 metres in width or 18.29 metres in length or 4.3 metres in height measured from the level must be paid, in addition to all other rates payable, the amount specified in Item 9 of Table 7 of Part B whilst so engaged with a minimum payment of the amount specified in Item 10 of Table 7 of Part B.

2.7.1.2 3.36 metres in width or 21.34 metres in length or 4.58 metres in height measured from ground level must be paid, in addition to all other rates payable, the amount specified in Item 11 of Table 7 of Part B whilst so engaged with a minimum payment of the amount specified in Item 12 of Table 7 of Part B.

2.7.2 Where any load is being carried by an articulated vehicle which is equipped with rear-end steering and a steersperson is engaged in addition to the tractor driver then both the tractor driver and the steersperson must be paid in addition to all other rates payable the amount specified in Item 13 of Table 7 of Part B whilst so engaged with a minimum payment of the amount specified in Item 14 of Table 7 of Part B. Provided however, that this payment must not be in substitution thereof. Provided further that the rates payable under this subclause must not be taken into account in the calculation of overtime.

2.7.3 None of the allowances in clause 2.7 must apply to drivers of "B-double combination vehicles" or road trains.

2.8 Mechanical Lifting Devices

Drivers of vehicles equipped with sidestacking or sidelading devices, HIAB or similar type cranes, or any similar type of mechanical lifting device (excluding rear-lift tail-gates), must be paid the rate specified in Table 1 of Part B for the appropriate classification in this clause and in addition thereto the amount specified in Item 15 of Table 7 of Part B.

2.9 Carrying Furniture

Employees (other than those covered by clause 2.1) who are engaged in the removal or delivery of furniture, pianos, pianolas, refrigerators, iron safes, and similar articles, which have to be carried by the employees, must be paid the rate specified in Part B for the appropriate classification in this clause and in addition thereto the amount specified in Item 16 of Table 7 of Part B.

2.10 Used Diapers

Employees engaged in the handling or transport of used diapers must be paid, in addition to the rate specified in Part B for the appropriate classification, the amount specified in Item 17 of Table 7 of Part B in the case of weekly employees and the amount specified in Item 18 of Table 7 of Part B in the case of casual employees.

2.11 In Charge of Plant

Ancillary plant drivers in charge of plant must be paid the appropriate weekly rate specified in Table 3 of Part B and in addition thereto the amount specified in Item 19 of Table 7 of Part B. An employee must be deemed to be in charge of a plant item where:

2.11.1 Two or more operators are employed on a unit of plant at the same time and the employee is the operator specifically entrusted with the superintendence and responsibility; or

2.11.2 When an operator is instructed by the supervisor of the work that the operator's duties are to include repairs to the operator's unit or plant in addition to the work of operating the plant but not when the operator merely assists the fitter or the engineer to do such work.

For the purpose of this allowance a field service grease truck will be regarded as a unit of plant and an employee placed in charge of such a truck will be eligible for payment.

2.12 Collecting Moneys

Employees who are required to collect moneys, excluding not negotiable cheques, on behalf of the employer and/or employer's clients, upon delivery of goods, must be paid additional rates as provided for in Table 7 of Part B according to the amount of money carried as set out below:

Where the amount collected per week:

- 2.12.1 Exceeds \$30 but does not exceed \$150 - Item 20
- 2.12.2 Exceeds \$150 but does not exceed \$250 - Item 21
- 2.12.3 Exceeds \$250 but does not exceed \$400 - Item 22
- 2.12.4 Exceeds \$400 but does not exceed \$600 - Item 23
- 2.12.5 Exceeds \$600 - Item 24

This clause will not apply to household furniture removals.

2.13 Carrying Goods

All goods required to be physically carried by the employee, as at present recognised in the industry, must be paid for at the rates provided for in Table 7 of Part B:

- 2.13.1 On the level - Item 25
- 2.13.2 Upstairs - Item 26

2.14 Carrying Salt

All drivers engaged in the delivery of salt in sacks or bags which have to be physically carried away from the vehicle by the employee at the customer's premises shall be paid as provided for in Item 27 of Table 7 of Part B for all salt delivered.

2.15 Obnoxious Materials

2.15.1 Employees directly engaged in the loading and/or unloading or the loading and transporting and unloading of the material named in this subparagraph 2.15.1, subject to the conditions set out herein, must be paid the additional rates specified in Table 7 of Part B as provided for as follows:

- 2.15.1.1 Soda ash, Lignosol, Bulk Sulphur, Phosphate Rock, Manganese, Carbon Black, Lamp Black or Fish Meal (other than in undamaged steel drums, undamaged casks or undamaged polythene bags) Item 28
- 2.15.1.2 Oxides, including, antimony oxide, zinc oxide, yellow oxide, titanium, red lead, litharge or any oxide with a similar base when free or packed in sacks or bags (other than in undamaged steel drums, undamaged casks or undamaged polythene bags) Item 29

2.15.2 Drivers engaged on duties in connection with the loading and/or unloading of any of the materials mentioned in subparagraph 2.15.1.1, subject to the conditions set out herein, required to carry out such work on wharves, jetties or the like for a period of more than two hours on any one day, must be paid the additional rate specified in Item 30 of Table 7 of Part B.

2.15.3 Employees engaged in the transportation only of any of the materials mentioned in subparagraph 2.15.1, when free or packed in sacks or bags, must be paid the additional rate specified in Item 31 of Table 7 of Part B.

2.15.4 Employees engaged in the loading and/or transportation and/or unloading of hydrogen fluoride must be paid at the rate of double time whilst so engaged.

2.15.5 Employees engaged in the loading and/or transportation and/or unloading of any of the materials mentioned in subclause 2.15 and for which extra rates are provided, must, subject to the conditions specified herein, be paid a minimum of four hours at the appropriate rate for each day upon which the employee is so engaged.

2.15.6 Employees engaged in the loading, unloading or handling by mechanical appliance of any materials in unbroken containers in circumstances such that the employee is not exposed to any disability arising from the obnoxious nature of the materials must not qualify for the extra rates stipulated herein.

2.15.7 Employees engaged in the loading and/or transporting of hot slag from No.4 Blast Furnace, No. 5 Blast Furnace, the B.O.S. Plant, the No.2 Open Hearth and from No.21 Dump of Australian Iron and Steel Pty. Ltd. Port Kembla, or from No.4 Blast Furnace and from the liquid pits (excluding the scull area) at Broken Hill Proprietary Co. Ltd., Newcastle, must be paid in addition to the rate specified in Table 1 of Part B as specified in Clause 1, Wages, of this award, for the appropriate classification, the additional rate specified in Item 32 of Table 7 of Part B whilst so engaged.

2.15.8 In the event of any dispute as to the obnoxious nature of any additional materials not mentioned in this clause 2.15, or the extra rate to be paid for any goods classified as obnoxious materials or as to the application of subparagraph 2.15.6, of this paragraph, any party to these proceedings may refer the matter to the Conciliation Committee or the Industrial Relations Commission of New South Wales for determination.

2.16 First Aid

An employee appointed by the employer to perform first-aid must be paid the amount specified in Item 33 of Table 7 of Part B, in addition to the employee's ordinary rate during such appointment.

2.17 Garaging

Where an employee, at the request of the employer, garages the employer's vehicle in covered garage space provided by the employee, such employee shall be paid the amount specified in Item 34 of Table 8 of Part B for each vehicle so garaged in addition to any other payments due to the employee.

2A. Commitment

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

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

3. Hours of Employment

3.1 The ordinary hours of work for all employees must not exceed 38 hours per week or 76 hours per fortnight or 114 hours per 3 weeks or 152 hours per 4 weeks and must be worked between Monday and Friday inclusive.

3.2 Weekend Work as Ordinary Hours of Work.

3.2.1 Saturday as an Ordinary day. The ordinary hours of work prescribed in 3.1 may also be worked upon a Saturday, provided that:

3.2.1.1 The number of ordinary hours to be worked on a Saturday must not be less than 7.6 or more than 8;

3.2.1.2 Employees working ordinary hours on a Saturday must be paid an additional 50% of the rates prescribed for their respective classifications for the ordinary hours worked on that day;

- 3.2.1.3 Any permanent employee employed at the date of the making of the Transport Industry (State) Award, 1996, published 26 September, 1997 by an employer who, prior to the making of this award, regularly worked ordinary hours Monday to Friday and overtime Saturday, and as a result of this award is required to work Saturday as an ordinary day, must receive not less than the amounts shown in Table 11 of Part B of this award for the relevant classification for ordinary hours worked; provided that this restriction must not apply where an employee elects to forego income which exceeds the employee's base rate of pay in return for an alternative benefit (e.g. time off in lieu of overtime, increased leisure time etc), or otherwise where the union agrees that it will not apply. "Regularly" in this context means at least two weeks in four. The amounts referred to in Table 11 are only payable in a pay week in which the employee actually worked Saturday as an ordinary day.
- 3.2.1.4 Any employee required to work ordinary hours on a Saturday will be given a minimum of 7 days notice; and
- 3.2.1.5 The employee must have Sunday and Monday as days off (unless they are worked as overtime).
- 3.2.2 Sunday as an Ordinary Day. The ordinary hours of work prescribed in 3.1 may also be worked upon a Sunday by agreement in writing with individual employees affected (i.e. you don't have to work Sunday if you don't want to), provided that:
- 3.2.2.1 The number of ordinary hours to be worked on a Sunday must not be less than 7.6 or more than 8;
- 3.2.2.2 Employees working ordinary hours on a Sunday must be paid an additional 100% of the rates prescribed for their respective classifications for the ordinary hours worked on that day;
- 3.2.2.3 Any permanent employee employed at the date of the making of this award by an employer who, prior to the making of this award, regularly worked ordinary hours Monday to Friday and overtime Sunday, and as a result of this award agrees to work Sunday as an ordinary day must receive not less than the amounts shown in Table 12 of Part B of this award for the relevant classification for ordinary hours worked; provided that this restriction must not apply where an employee elects to forego income which exceeds the employee's base rate of pay in return for an alternative benefit (e.g. time off in lieu of overtime, increased leisure time etc), or otherwise where the union agrees that it must not apply. "Regularly" in this context means at least two weeks in four. The amounts referred to in Table 12 are only payable in a pay week in which the employee actually worked Sunday as an ordinary day; and
- 3.2.2.4 The employee must have two consecutive days off (unless they are worked as overtime).
- 3.2.3 Saturday and Sunday as Ordinary days. The ordinary hours of work prescribed in 3.1 may also be worked upon Saturday and Sunday by agreement in writing with individual employees affected (i.e. you don't have to work Sunday if you don't want to), provided that:
- 3.2.3.1 The number of ordinary hours to be worked on the Saturday and the Sunday must not be less than 7.6 or more than 8 on either day;
- 3.2.3.2 Employees working ordinary hours on a Saturday must be paid an additional 50% and on a Sunday an additional 100% of the rates prescribed for their respective classifications for the ordinary hours worked on that day;

- 3.2.4.3 Any permanent employee employed at the date of the making of this award by an employer who, prior to the making of this award, regularly worked ordinary hours Monday to Friday and overtime on Saturday and Sunday, and as a result of this award agrees to work Saturday and Sunday as ordinary days, must receive not less than the amounts shown in Table 13 of Part B of this award for the relevant classification for ordinary hours worked; provided that this restriction will not apply where an employee elects to forego income which exceeds the employee's base rate of pay in return for an alternative benefit (e.g. time off in lieu of overtime, increased leisure time etc), or otherwise where the union agrees that it must not apply. "Regularly" in this context means at least two weeks in four. The amounts referred to in Table 13 are only payable in a pay week in which the employee actually worked Sunday as an ordinary day; and
- 3.2.3.4 The employee must have two consecutive days off (unless they are worked as overtime).
- 3.3 The ordinary hours of work for all employees must not exceed 8 hours per day, exclusive of meal breaks, and must be worked between the hours of 5.00 am and 6.00 p.m.
- 3.4 The 38 hour week may be worked under one of the following methods:
- 3.4.1 Rostered Day Off in a 4 Week Cycle
- 3.4.1.1 Employees shall work to a roster drawn up in each workplace providing for 19 days each of eight hours over a continuous four week period.
- 3.4.1.2 Each employee shall take a rostered day off in accordance with the roster.
- 3.4.1.3 Rostered days off may be accumulated to a maximum of ten (10) days over a 40 week period. Rostered days off may be credited to and be taken by an employee in advance to a maximum of five (5) days.
- 3.4.1.4 In those arrangements where rostered days off are not accumulated an employer may, due to operational requirements, require an employee not to take a rostered day off during the period it accrues. In this event, a replacement rostered day off shall be taken on the following basis:
- 3.4.1.4.1 Where the rostered day off not taken was either a Friday or Monday, the next practicable Friday or Monday shall be taken as a replacement rostered day off.
- 3.4.1.4.2 Where the rostered day off not taken was a Tuesday, Wednesday or a Thursday, the replacement rostered day off shall be taken on the first practicable day available for the taking of such replacement rostered day off.
- 3.4.1.5 Otherwise an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the employer and such employee. In the absence of such agreement 48 hours notice of such alteration shall be given to the employee.
- 3.4.1.6 Calculation of Payment: Payment shall be for 7 hours 36 minutes per day with accrual as entitlement for a rostered day off being made on the basis of a nineteen day period where an employee works 152 hours within a work cycle not exceeding twenty-eight consecutive days at 24 minutes per day.
- 3.4.1.7 An employee whose rostered day off occurs on a pay day must be paid wages on the next ordinary working day following the rostered day off.

- 3.4.1.8 Where an employer is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual closedown, such employer may require employees to take a rostered day or days off to coincide with the day or days that the operations are closed. In this event, a rostered day or days off which would normally become due to the employee shall not become so due for the number of days taken pursuant to the provisions of this paragraph; provided however that an employee disadvantaged in terms of leisure time by a rostered day or days off normally falling on a Friday or a Monday being required to be taken on a Tuesday, Wednesday or Thursday, then such employee shall be rostered to take a Friday or Monday day off on the earliest practicable opportunity upon the normal roster being resumed.
- 3.4.1.9 Where an employee works an ordinary day on a Saturday pursuant to subclause 3.2, such employee's rostered day off must not be rostered to occur on a Saturday.
- 3.4.2 Other Than a Rostered Day Off in a 4 Week Cycle:
- 3.4.2.1 Where an employer is required to service a particular industry or plant or section thereof which is operating under arrangements for a reduced working week other than that provided for in paragraph 3.4.1, the employer may arrange the hours of work of an employee to be applicable to that particular industry or plant, or section thereof, provided that such hours shall not be in excess of the normal hours of work permitted by this clause.
- 3.4.2.2 The employer may require employees to work ordinary hours over five days, Monday to Friday inclusive, which must not exceed 38 hours, which may be worked over four days of 8 hours each and one day of 6 hours. On the day on which 6 hours is worked, those 6 hours may be worked continuously without a meal break.
- 3.4.2.3 The employer may require employees to work ordinary hours over a two week period (10 working days) Monday to Friday inclusive of not more than 76 hours. To achieve this, the employer may roster employees off, half a day (4 hours) on one of the days in one of those normal working weeks.
- 3.5 More than one of the methods of implementation of an average 38 hour working week referred to in this clause may be simultaneously implemented for different groups of workers in the one workplace; provided that agreement must be reached with the majority of employees so affected.
- 3.6 Methods of implementation of an average 38 hour working week other than those referred to in this clause may be instituted by arrangement with the Union.
- 3.7 In response to changed requirements of the employer's clients, the employer may alter the method(s) by which a 38 hour week is worked in the workplace, provided that the altered method(s) so chosen shall comply with the requirements of this clause.
- 3.8 Start and finish times
- 3.8.1 Within the limits prescribed in this clause, each employer shall fix the time and place at which each employee shall be in attendance at the workplace or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each employee in attendance, at the time and place so fixed.
- 3.8.2 Working in ordinary working hours shall be deemed to have finished, for those employees in attendance, when a period of eight hours, exclusive of a break for a meal, calculated from the fixed starting time, has elapsed.
- 3.8.3 Different starting times within the span of ordinary hours may apply to different groups of employees in a workplace.

- 3.8.4 Any employee who is not in attendance at the workplace or other agreed starting place ready to commence work at the fixed starting time or who fails to attend for eight hours from that time shall be paid only for the actual hours worked.
- 3.8.5 The employer may only alter the time and place fixed in accordance with paragraph 3.8.1, by notice posted for 7 days at the workplace or other agreed starting place; provided that the start time may be changed where it is necessary for reasons beyond the employer's control by notification before the end of the previous day's work or with 24 hours notice where work has not been performed the previous day.

4. Shift Work

4.1 Definitions

- 4.1.1 "Early Morning Shift" means a shift which commences at or after 4.00 am and before 5.00 am.
- 4.1.2 "Afternoon Shift" means a shift which commences after 10.00 am and at or before 4.00 p.m.
- 4.1.3 "Night Shift" means a shift which commences after 4.00 p.m. and before 4.00 am.
- 4.1.4 "Alternate Night/Afternoon Shift" means a shift which alternates between night shift and afternoon shift or night shift and afternoon shift and day work.
- 4.1.5 "Shift Work" means work extending for at least 4 weeks and performed either in daily recurrent periods or in regular rotating periods within the limits defined for "Early Morning Shift" or "Afternoon Shift" or "Night Shift".

4.2 Shift Work - Weekly Employees

4.2.1 Hours of Work

- 4.2.1.1 The hours of work of weekly employees on shift work shall be an average of 38 per week.
- 4.2.1.2 Such work shall be arranged as provided for by Clause 3, Hours of Employment, of this Award, provided that employees may be rostered to work shift work over five days within a six or seven day spread with two consecutive days off.
- 4.2.1.3 Crib time on any shift must be at a time fixed by the employer and must not be varied except in an emergency: provided that an employee must not be required to work more than 5 hours without a crib break.

4.2.2 Shift Roster

- 4.2.2.1 There must be a shift roster which provides for rotation unless otherwise agreed between the employer and the employee.
- 4.2.2.2 Such shift roster must specify the commencing and finishing times of arranged ordinary hours of respective shifts. A copy of such shift roster must be kept in a prominent place. Such roster having been fixed may be varied by agreement between the employer and the employee affected to suit the circumstances of the workplace, provided that the Union is notified of such agreement, or in the absence of such agreement by seven (7) days' notice of such alteration given by the employer to the employee affected or in the case of changes necessitated by circumstances outside the control of the employer by twenty-four (24) hours' such notice.

- 4.2.2.3 Day workers may be transferred to shift work by seven (7) days' notice given by the employer to the employee or in cases where sudden or unforeseen circumstances make the change necessary by twenty four (24) hours' such notice.

4.3 Shift Work - Allowances

- 4.3.1 For ordinary hours of shift work, shift workers must be paid the following extra percentages of the rates prescribed for their respective classifications:

- 4.3.1.1 Early Morning Shift 12.5%
- 4.3.1.2 Permanent Afternoon Shift 17.5%
- 4.3.1.3 Permanent Night Shift - 30%
- 4.3.1.4 Alternate Night/Afternoon Shift:

When on afternoon shift: 17.5%

When on night shift: 30%

- 4.3.2 Shift workers rostered on a shift the major portion of which is performed on a Saturday, Sunday or public holiday must be paid as follows:

- 4.3.2.1 Saturday: At the rate of time and a half.
- 4.3.2.2 Sunday: At the rate of double time.
- 4.3.2.3 Public Holidays: At the rate of double time and a half.

The penalty rates prescribed by this paragraph 4.3.2 for work on a Saturday, Sunday or a public holiday must be payable in lieu of the shift allowances prescribed in paragraph 4.3.1.

- 4.3.3 Notwithstanding anything contained herein, each shift must be paid for at the rate applicable to the day on which the major portion of the ordinary time of the shift is worked.

4.4 Shift Work - Overtime

For all time worked outside or in excess of the arranged ordinary shift hours or pursuant to circumstances under subparagraph 4.2.2.2 shift workers must be paid at time and a half for the first 2 hours and double time thereafter and provided that for shifts the major portion of which fall on a Sunday or a public holiday all overtime must be paid at the rate of double time.

4.5 Shift Work - Casual Employees

- 4.5.1 Casual employees may be engaged on shift work on less than 38 hours per week.
- 4.5.2 Casual shift workers must be entitled to the appropriate shift penalty as provided for in paragraphs 4.3.1 and 4.3.2 plus 15% loading.
- 4.5.3 Casual shift workers who work in excess of the arranged ordinary hours of the shift on which they are rostered must be entitled to the appropriate overtime rates provided for in subclause 4.4.
- 4.5.4 Casual shift workers for work on a rostered shift the major portion of which is performed on a Saturday, Sunday or public holiday must be paid at the appropriate rates provided for in paragraph 4.3.2 and in addition thereto a loading of 15%, provided that such payments for work on a Saturday, Sunday or public holiday shall be in lieu of the shift allowances provided for in paragraph 4.3.1.

4.5.5 After a maximum of 5 hours work a casual shift worker must be entitled to paid crib time of 20 minutes.

4.6 Shift Work - Meal Time

All shift workers whilst working on early morning, afternoon or night shift must be entitled to a paid crib time of 20 minutes. Such crib time must be allowed and taken as prescribed in subparagraph 4.2.1.3.

4.7 Shift Work - Prior Arrangements

Arrangements as to shift work entered into between the Union and any employer prior to the introduction of this clause into the Award which provide for more advantageous conditions for employees than this clause must not be altered without the agreement of the Union.

5. Overtime

5.1 Overtime at the rate of time and one-half for the first two (2) hours and double time thereafter must be paid to all employees, including casuals, as follows:

5.1.1 For all time worked within the spread of ordinary hours referred to in subclause 3.3 in excess of the ordinary hours of work in any week.

5.1.2 For all time worked within the spread of ordinary hours referred to in subclause 3.3 in excess of the daily limitations on working of hours prescribed in clause 3 or before the fixed commencing time or after the fixed finishing time.

5.1.3 For all time worked outside the spread of ordinary hours referred to in subclause 3.3.

5.1.4 For the purpose of the computation of overtime each day must stand alone; provided that where work continues beyond midnight, double time must be paid until the completion of such overtime.

5.2 In the calculations of overtime, portions of hours must be taken to the nearest one-tenth of an hour.

5.3 Casuals - In the case of casual employees, the overtime rate must be calculated on the casual rate of pay.

6. Saturday and Sunday Work

6.1 Saturday Work

6.1.1 An employee required to work on a Saturday (where it is not an ordinary day pursuant to subclause 3.2) must be paid at the rate of time and one-half for the first two (2) hours and double time thereafter for all time worked, with a minimum payment of four (4) hours at the appropriate rate of pay, whether the employee works for that period of time or not.

6.1.2 An employee (other than an employee working on ordinary shift) who is required to commence work on a Saturday at 12 noon or thereafter, must be paid at double time.

6.2 An employee required to work on a Sunday must be paid at the rate of double time for all time worked, with a minimum payment of four (4) hours at the appropriate rate of pay, whether the employee works for that period or not. (To avoid doubt, where Sunday is worked as an ordinary day pursuant to subclause 3.2, any hours worked in excess of the ordinary hours of work must be paid at the overtime rate of double time.)

7. Travelling and Living Away Allowances

7.1 An employee who, on any day, is required by the employer to start or finish work or at a place other than the usual workplace or other agreed starting place, must be in attendance at such place at the time

- stipulated by the employer ready to commence work but, for all time reasonably spent in reaching such place in excess of the time normally spent in travelling from home to the workplace or other agreed starting place, the employee shall be paid at ordinary rates (except on Sundays and holidays when the rate must be time and one-half) and the employee must also be paid any fares reasonably incurred in excess of those normally incurred in travelling between the employee's home and the usual workplace or other agreed starting place or vice versa as the case may be.
- 7.2 All time spent in travelling by an employee in ordinary working hours in connection with work must be paid for at ordinary rates (except on Sundays and holidays when the rate must be time and one-half).
- 7.3 All time spent in travelling by an employee outside ordinary working hours in connection with work must be paid for at ordinary rates (except on Sundays and holidays when the rate shall be time and one-half). Travelling referred to in this subclause 7.4 shall mean travelling either by train, boat or other conveyance and shall not include travelling by an employee between home and the employer's workplace or other agreed starting place.
- 7.4 Employees engaged on work or in travelling in connection with work which precludes them from reaching their home at night must be paid all reasonable and actual expenses incurred in obtaining accommodation for the night, including an evening meal, bed and breakfast, provided that:
- 7.4.1 The employee shall submit to the employer an itemised list, with supporting accounts, showing the detail of the expenses incurred.
- 7.4.2 Before an employee proceeds on the work, the subject of this subclause 7.4, the employee must be given in advance an amount of money calculated, so far as that is reasonably practical, to cover the expenses to be incurred. Upon the employee's return from such work and the submission of the itemised list referred to in paragraph 7.4.1, any balance due to the employer or the employee shall be paid to or by the employee as the case might be.
- 7.4.3 Should an employee not submit the itemised list as required by paragraph 7.4.1, the employee must be paid the amount specified in Item 1 of Table 8 of Part B, provided that such employee has not been given an advance pursuant to paragraph 7.4.2 in excess of such amount.
- 7.5 An employee, other than an employee referred to in clauses 7.7 and 7.8, who is required by the employer to spend a Saturday, Sunday or a public holiday away from home but who is not required to work on such days, must be paid, in addition to the amount due to the employee in accordance with the provisions of this clause, the amount specified in Item 2 of Table 8 of Part B for each day the employee is required to spend away from home. The said amount being to compensate the employee for any additional expense and for any inconvenience and/or disability the employee might incur by being required to spend such days away from home.
- 7.6 An employee who is temporarily transferred to a location which requires the employee to live away from home for a period exceeding one week must be paid all reasonable and actual expenses incurred in obtaining board and lodging.
- 7.7 When an employee is required to camp out at an established camp connected with the job in relation to which the employee is engaged, the employer must provide, free of charge, sufficient tent, with fly and equipment, to properly house the employee and the employee must be paid, in lieu of the payments referred to in this clause, the amount specified in Item 3 of Table 8 of Part B in addition to all other payments due to the employee. If the employee is required to camp out less than 7 days in any week the employee must be paid the amount specified in Item 4 of Table 8 of Part B for each day the employee is required to camp out.
- 7.8 An employee shall not be entitled to an allowance under this clause for any working day on which the employee is absent from duty except in cases of sickness or for any reason beyond the employee's own control.

- 7.9 The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the employer for all-night travel, eight hours out of every twenty-four hours. A sleeping berth shall not include a vehicle's sleeper cab.

8. Meal Breaks and Allowances

8.1 Meal Breaks

- 8.1.1 On the ordinary days of work there must be one unpaid break of not less than 30 minutes nor more than one (1) hour for lunch between the hours of 11 a.m. and 2 p.m. or otherwise to comply with the requirements of the Heavy Vehicle National Law (NSW) 2013,

Provided that in the case of an employee working in or in connection with the maritime industry and being engaged in the transportation of cargo to and/or from wharves, container terminals and/or container depots, the break for lunch may be given and taken between the hours of 11.45 a.m. and 1.45 p.m.

Provided further that an employee shall not be required to take the lunch break before a period of four hours, calculated from the normal starting time, has elapsed.

- 8.1.2 Within the limitation prescribed in subclause 8.1, the employer shall nominate the length of the lunch break to be taken by the various employees and this shall be recognised as their regular lunch break. Once fixed, the length of the lunch break may only be altered by three (3) days' notice being given to the employee concerned.
- 8.1.3 An employee whose regular lunch break exceeds 30 minutes may be required by the employer, on any day, to take a lunch break of a lesser period, not being less than 30 minutes and in this case must be paid at the rate of time and one-half for the time worked during the employee's regular lunch break.
- 8.1.4 An employee engaged in the carriage of frozen or chilled commodities may be required by the employer on any day to continue work through the regular lunch break but, if so required, shall be paid at the rate of time and one-half from the time of commencement of the regular lunch break until such time as the employee is released from duty for lunch.

8.2 Crib Breaks

- 8.2.1 An employee who is required to work overtime on any week day for a period of two hours or more after the employee's normal finishing time must be allowed a paid crib break of 20 minutes not later than 5 hours after the end of the lunch break and, must, unless notified the previous day or earlier that the employee would be required to work such overtime, be paid a meal allowance of the amount specified in Table 9 of Part B. Where notification to work overtime has been given on the preceding day or earlier and such overtime is then cancelled on the day such overtime was to be worked, an employee shall be paid a meal allowance of the same amount.
- 8.2.2 An employee, who, on any weekday, is recalled to work after having finished work for the day or who is called upon to work before the employee's normal starting time and where such work does not continue up to the employee's normal starting time must be allowed a paid crib break of 20 minutes for each 5 hours worked calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.
- 8.2.3 An employee who, on any weekday, is required to start work prior to 6.30 a.m. and to continue such work up to and after the employee's normal starting time must be allowed a paid crib break of 15 minutes between the hours of 8 a.m. and 9 a.m.

8.3 Saturdays, Sundays and Public Holidays

- 8.3.1 An employee required to work on a Saturday (where it is not an ordinary day pursuant to subclause 3.2), Sunday or public holiday must be allowed a paid crib break of twenty (20)

minutes for each five (5) hours worked; the said five (5) hours to be calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.

8.3.2 An employee required to work for a period of eight (8) hours between the hours of 7 a.m. and 5.30 p.m. on a Saturday (where it is not an ordinary day pursuant to subclause 3.2), Sunday or public holiday may be allowed the usual weekday lunch break and, in that case, the provisions of paragraph 8.3.1 shall not apply.

8.4 Employees working, whether permanently or from time to time, in or in connection with an industry or establishment where it is the custom to allow conditions relating to meal breaks, crib breaks or meal allowances different from those prescribed in this clause may, at the discretion of the employer, be allowed such different conditions.

8.5 Except so far as is altered expressly by this clause, existing custom and practice concerning crib breaks and meal hours shall continue during the currency of this award.

9. Casual Employees

9.1 Casual employees must be paid the rate specified in Part B for the appropriate classification specified in clause 1 of this award, and in addition 15 per centum of such rate.

9.2 Irrespective of hours worked, a casual employee must be paid a minimum of four hours work for each start.

9.3 No employer will engage casual employees in excess of one quarter of the number of weekly employees (i.e. other than casual employees) employed plus one additional casual employee.

9.4 Upon request, any employer employing casual employees under this award will furnish an accredited representative of the union with the number of employees engaged on any specified day, showing separately the number of casuals employed on such day.

10. Part-Time Employees

Employees may be employed on a permanent basis to work regular days and regular hours less than 38 hours per week, provided that:

10.1 The set weekly hours for such an employee will be determined upon engagement and thereafter not changed other than by agreement;

10.2 Notwithstanding (i) above, the hours set for a part-time employee must not be less than 4 consecutive hours in any day or less than 20 hours in any week.

10.3 All work over the set hours determined at engagement must be paid at overtime penalty rates.

10.4 The spread of ordinary hours allowable for part-time employees shall be as set out in Clause 3, Hours of Employment, and their hourly rate equal to the appropriate rate as set out in Clause 1, Wages, and divided by 38.

10.5 The ratio of full-time employees to non-full-time employees (including casual and permanent part-time employees), shall remain 4:1.

10.6 All other provisions of this Award, where applicable, will apply to part-time employees in the same ratio as their ordinary hours of work are to 38 hours per week.

11. Young Employees

11.1 Young Employees - Definitions and Duties

11.1.1 For the purpose of this award a "young employee" shall mean a person under the age of 21 years.

11.1.2 Subject to the conditions set out herein young employees may be employed only in the capacities encompassed by the classification of Transport Worker Grade One.

11.2 Young Employees - Restrictions

11.2.1 No young employee under the age of 19 years will be required to lift or carry any weight exceeding 41 kg.

11.2.2 Young employees will not be employed as casuals unless they receive the adult casual rate.

11.2.3 Young employees will not be employed on shift work except by agreement between the employer and the union.

11.2.4 Young employees may be employed in the following proportions to the number of adult employees, not including casuals, employed by an employer:

When 5 adults are employed-1 young employee may be employed.

When 10 adults are employed-2 young employees may be employed.

When 20 adults are employed-3 young employees may be employed.

When 40 adults are employed-4 young employees may be employed.

When 60 adults are employed-5 young employees may be employed.

When 80 adults are employed-6 young employees may be employed.

When 100 adults are employed-7 young employees may be employed.

No employer may employ more than 7 young employees.

11.2.5 Any young employee employed under conditions not in accordance with those set out in this clause must receive the same rate of pay prescribed by this award for an adult worker performing the same class of work.

11.3 Young Employees - Payment

11.3.1 Young employees employed under the conditions prescribed in this clause shall be paid in accordance with their age a weekly wage calculated as a percentage of the wage specified in Part B of this award for the classification of Transport Worker Grade One. Such weekly wage shall be calculated to the nearest ten cents. Any fraction of ten cents in the result not exceeding five cents to be ignored.

11.3.2 Young employees employed in the capacity of a Transport Worker Grade One:

Percentage of the Wage for a Transport Worker Grade 1:

At 18 years of age and under	75
At 19 years of age	85
At 20 years of age	90

12. Payment of Wages

12.1 Subject to subclause 12.6, all wages must be paid weekly in cash or by electronic funds transfer, on Thursday or Friday, as determined by the employer, and the day, on being fixed, must not be altered more than once in three months. Where a public holiday falls on a Friday, the payment of wages that week must, as far as practicable, be made on the preceding Wednesday. Provided that wages may be paid by cheque with the agreement of a majority of employees at each yard.

- 12.2 No employee should have the pay day changed unless given at least seven (7) days' notice.
- 12.3 Except as otherwise provided for in this clause no employer shall hold more than two days' wages in hand.
- 12.4 Where an employer holds less than two days' wages in hand, payment for any overtime worked after the normal finishing time on the last day of the pay week shall be paid to the employee on the next succeeding pay day.
- 12.5 Casual employees shall be paid at the end of each day or at the termination of their casual employment.
- 12.6 Where wages are paid in cash, they shall be paid to the employee at the workplace or other agreed starting place or otherwise by agreement between the employer and the employee or employees concerned.
- 12.7 Where wages are paid in cash, wages must be paid without unnecessary delay after the employee ceases work on pay day. An employee kept waiting for wages on pay day for more than a quarter of an hour after ceasing work must be paid at overtime rates after that quarter of an hour with a minimum payment equal to 1/5th of an hour.
- 12.8 In the case of an employee whose services are terminated on other than a pay day such employee shall be paid all wages due either prior to or immediately upon cessation of work on the final day of employment.
- 12.9 An employee, other than a casual employee, who desires to terminate employment on a day other than pay day shall give notice to the employer on commencing work in the morning in which case the employee shall be paid all wages due when the employee has finished the day's work, otherwise wages may be paid on the following working day at a time stipulated by the employer but not later than 12 mid-day.
- 12.10 Each employee must be supplied with a pay envelope or statement in writing on which will be endorsed
- 12.10.1 The name and classification of the employee.
 - 12.10.2 The gross amount of wages, inclusive of overtime and other earnings.
 - 12.10.3 The amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee.
 - 12.10.4 The amount deducted for taxation purposes.
 - 12.10.5 Particulars of all other deductions or the total amount of such deductions; and
 - 12.10.6 The net amount paid.

SECTION II - LONG DISTANCE WORK

13. Long Distance Work

- 13.1 "Long Distance Work" means driving work on return trips which are always in excess of 500 road kilometres.
- 13.2 Employers who employ employees for the specific purpose of regularly performing long distance work may apply the provisions of this section of the award to such employees rather than paying such employees according to the usual wages and overtime method.

14. Rate of Pay

14.1 Minimum Weekly Payment

An employee covered by this section must receive each week no less than the wage rate prescribed for the appropriate classification in clause 1 of this award and in addition 30 percent.

14.2 Kilometre Rate

An employee covered by this section must be paid the amounts set out in Table 10 of Part B of this award for each road kilometre travelled according to the appropriate classification in clause 1 of this award:

14.2.1

Transport Worker Grade Seven or below	Item 1
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14.2.2

Transport Worker Grade Eight	Item 2
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14.3 Payment for Loading and Unloading

14.3.1 An employee covered by this section shall be paid for any time worked loading or unloading a vehicle at an hourly rate calculated by dividing the appropriate classification rate in clause 1, Wages, by 38. The overtime penalty rates prescribed by clause 5, Overtime, and clause 6, Saturday and Sunday Work, shall apply to such hourly rate for such time worked outside the span of hours of 6.00 am - 6.00 p.m. All loading and unloading duties performed in excess of eight hours must be paid at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

14.3.2 Where there is a written agreement between the employer and an employee a fixed allowance based on the hourly rates provided for in paragraph 14.3.1 may be paid to cover loading and unloading duties, provided that such written agreement is attached to the time and wages record, and provided a minimum of one hour is paid for each period spent loading and/or unloading.

14.4 Applicability of Allowances

The payments provided for in Clause 7, Travelling and Living Away Allowances, are fully applicable to employees covered by this section. This provision is for the purpose of clarity and is not intended to preclude the operation of any other allowance.

15. Future Adjustment of Rates of Pay

The Union may apply to the Industrial Relations Commission for adjustment to the kilometre rate provided for in subclause 14.2 in order that the rate remains equal to the kilometres rate provided for in the Transport Workers (Long Distance Drivers) Award (an award of the Australian Industrial Relations Commission), as varied, or any award succeeding or replacing that award, for the following classifications:

15.1 A Grade 6 driver engaged in other than NSW, for the purposes of the rate in paragraph 14.2.1; and

15.2 A Grade 8 driver engaged in NSW, for the purposes of the rate in paragraph 14.2.2.

16. Rostered Days Off

16.1 For every day of 8 hours or more worked, an employee covered by this section will accrue 24 minutes towards a paid rostered day off.

- 16.2 When a rostered day off is taken, an employee will be paid for that day an amount equivalent to the weekly rate for the appropriate classification set out in clause 1, Wages, divided by 5, and in addition 30 percent. Such a payment shall count for the purposes of the minimum weekly payment provided for in subclause 14.1 but shall be in addition to any payments earned by the employee pursuant to subclauses 14.2 and 14.3 in that pay week.
- 16.3 Rostered days off may be given and taken according to the method set out in paragraph 3.4.1 of this award.

SECTION III - LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

17. Annual Leave

- 17.1 See *Annual Holidays Act 1944*
- 17.2 An employee at the time of entering upon a period of annual leave in accordance with the Annual Holidays Act will be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of three and one-third (3 1/3) hours' ordinary pay for each month.
- 17.3 Upon an employee taking annual leave, the work cycle in respect of which the employee becomes entitled to a weekly accrual for time off pursuant to paragraphs 3.4.1 and 3.4.2 shall be suspended and the employee shall not be entitled to further accrual until the employee's return from leave. Upon resumption of work, the entitlement period for accrual shall resume and the employee shall be entitled to be rostered to take time off and shall so take time off upon completing the balance of the work cycle.
- 17.4 Seven-day shift workers, i.e. employees whose ordinary working period includes Sundays and holidays on which they may be regularly rostered for work:
- 17.4.1 In addition to the benefits provided by subclause 17.2, and by section 3 of the *Annual Holidays Act 1944*, (with regard to an annual holiday), an employee who, during the year of employment with respect of which the employee becomes entitled to the said annual holiday, gives service as a seven-day shift worker will be entitled to the additional leave as specified hereunder:
- 17.4.1.1 If during the year of employment the employee has served continuously as such seven-day shift worker - additional leave with respect to that year shall be one week.
- 17.4.1.2 Subject to subparagraph 17.4.1.4, if during the year of employment the employee has served for only portion of it as such seven-day shift worker - the additional leave must be one day for every thirty-six ordinary shifts worked as a seven-day shift worker.
- 17.4.1.3 Subject to subparagraph 17.4.1.4, the employee must be paid for such additional leave at the ordinary rate of wages to which the employee is entitled under Clause 1, Wages, of this award, for the number of ordinary hours of work for which such employee would have been rostered for duty during the period of additional leave had such employee not been on such additional leave.
- 17.4.1.4 Where the additional leave calculated under this paragraph 17.4.1 is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
- 17.4.1.5 In this clause reference to "one week" and "one day" includes holidays and non-working days.
- 17.4.2 Where the employment of an employee has been terminated and the employee thereby becomes entitled under section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday, with respect to a period of employment, the employee also will be entitled to an

additional payment of three and one-half hours at such ordinary rate of wages with respect to each twenty-one shifts of service as such seven-day shift worker which the employee has rendered during such period of employment.

18. Long Service Leave

- 18.1 See *Long Service Leave Act 1955*.
- 18.2 Where an employee takes long service leave the entitlement to accrue towards time off pursuant to paragraph 3.4.1 shall cease. The employee shall not be entitled to time off during the period of long service leave. In lieu, the employee will be paid the value of accrued entitlement outstanding on the last day of work prior to taking long service leave.

19. Sick Leave

- 19.1 "Year" means a period of twelve months measured for each employee from the date of commencement of the employee's current period of employment.
- 19.2 An employee, other than a casual employee, with not less than three months continuous service as such in the industry covered by this award, who is absent from work by reason of personal illness or injury not being illness or injury arising from the employee's misconduct or from an injury arising out of or in the course of employment, will be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
- 19.2.1 The employee will, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), before the ordinary starting time on the first day of the employee's absence, and in any event within twenty-four hours, inform the employer of the employee's inability to attend for duty and, as far as practicable, state the nature of the illness and the estimated duration of the absence.
- 19.2.2 The employee will furnish to the employer such evidence as the employer may reasonably desire that the employee was unable, by reason of such illness or injury, to attend for duty on the day or day for which sick leave is claimed.
- 19.2.3 Except as hereinafter provided, the employee shall not be entitled in any year (as defined) to leave in excess of five days of ordinary time.
- Provided that:
- 19.2.3.1 If the employee's employment continues with the one employer after the first year, the sick leave entitlement will increase to a maximum of eight days of ordinary working time at which figure it will remain for each subsequent year of continued employment.
- 19.2.3.2 If the employment of an employee who has become entitled to leave in accordance with proviso (1) above is terminated for any reason, the employee will not be entitled, in that year, to leave in excess of five days of ordinary working time.
- 19.3 For the purpose of administering paragraph 19.2.3 an employer, within one month of this award coming into operation or within two weeks of the employee entering employment, may require an employee to make a statutory declaration or other written statement as to what paid leave of absence the employee has had from any employer during the then current year and upon such statement the employer will be entitled to rely and to act.
- 19.4 The rights under this clause will accumulate from year to year, so long as the employment continues with the one employer, so that any part of the leave entitlement which has not been allowed in any one year may be claimed by the employee and will be allowed by that employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.

- 19.5 If an award holiday occurs during an employee's absence on sick leave then such award holiday must not be counted as sick leave.
- 19.6 Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under paragraph 19.2.3 but shall not be taken into consideration in arriving at the period of accumulated leave.
- 19.7 Accumulated sick leave to the credit of an employee at the commencement of this award must not be affected nor reduced by the operation of this clause.
- 19.8 Where an employee is sick or injured on the week day the employee is to take off in accordance with the provisions of clause 3.4, the employee shall not be entitled to sick pay nor will the sick pay entitlement be reduced as a result of sickness or injury on that day.

20. Personal/Carer's Leave

20.1 Use of Sick Leave

20.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 20.1.3 who needs the employee's care and support, will be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 19, Sick Leave, of the 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.

20.1.2 The employee shall, if required,

- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (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, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

20.1.3 The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care of the person concerned; and the person concerned being:

- 20.1.3.1 a spouse of the employee; or
- 20.1.3.2 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
- 20.1.3.3 a child or an adult child (including an adopted child, step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling the employee of spouse or de facto spouse of the employer; or
- 20.1.3.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- 20.1.3.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

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

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

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

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

Note: In the unlikely event that more than 10 days sick leave in any year 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.

Where the parties are unable to reach agreement the disputes procedure at clause 24, Disputes Resolution Procedure, should be followed.

20.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 20.1.3 above who is ill or who requires care due to an unexpected emergency.

20.3 Annual Leave

20.3.1 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.

20.3.2 Access to annual leave, as prescribed in paragraph 20.3.1 above, will be exclusive of any shutdown period provided for elsewhere under this award.

20.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five (5) consecutive annual leave days are taken.

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

20.4 Time Off in Lieu of Payment for Overtime

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

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

20.4.3 If, having elected to take time as leave in accordance with paragraph 20.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates must be made at the expiry of the twelve (12) month period or on termination.

20.4.4 Where no election is made in accordance with paragraph 20.4.1, the employee must be paid overtime rates in accordance with the award.

20.5 Make-Up Time

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

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

20.6 Rostered Days Off

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

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

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

20.6.4 This subclause is subject to the employer informing the union where it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the union to participate in negotiations.

20.7 Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 20.1.2 and 20.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 20.1.3 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.

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

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

21. Bereavement Leave

21.1 A permanent employee must be entitled to a maximum of two days without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild or parents-in-law. For the purposes of this clause the words "wife" and "husband" will include de facto wife or husband and the words "father" and "mother" will include foster-father or mother and stepfather or mother.

21.2 A permanent employee must be entitled to a maximum of two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

21.3 Where an employee would otherwise become entitled to bereavement leave, but such day or days occur on a day or days rostered for the employee to take off pursuant to subclause 3.4, the employee shall not be entitled to bereavement leave nor will bereavement leave be reduced as a result of the employee taking leave on that day or days.

21.4 Bereavement entitlements for casual employees

21.4.1 Subject to the evidentiary and notice requirements in 21.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in paragraph 20.1.3 of clause 20, Personal/Carer's Leave.

21.4.2 The employer and the employee will 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.

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

22. Parental Leave

(1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions must also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

(2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

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

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

(3) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

(c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer must take reasonable steps to:

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

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

(b) The employee will 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.

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

22. Parental Leave

See Part 4 of Chapter 2 of the *Industrial Relations Act 1996*.

23. Public Holidays

23.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed in the areas concerned together with such other days which may be proclaimed by the Government and which are observed as public holidays for the area covered by this award will be recognised as public holidays. Employees, other than casual employees, must be entitled to these specified public holidays without loss of pay.

23.2 An employee, other than a casual employee, required to work on:

23.2.1 Christmas Day or Good Friday must be paid at the rate of double time for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with clause 23.1.

23.2.2 Any of the other days prescribed in clause 23.1 must be paid at the rate of time and one-half for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with subclause 23.1.

23.3 Should any of the prescribed public holidays fall on a Saturday or Sunday and another day in lieu thereof is not proclaimed by the Government for the observance of such public holiday, an employee, other than a casual employee, required to work on such public holiday must be paid for all work performed on:

23.3.1 Christmas Day, double time for the actual time worked and in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours' pay at ordinary time.

- 23.3.2 Any of the other days prescribed in clause 23.1, time and one-half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours' pay at ordinary time.
- 23.4 A casual employee required to work on any of the public holidays prescribed in clause 23.1 must be paid double time for all time worked, with a minimum payment for four (4) hours' work.
- 23.5 An employee required to work on any of the public holidays prescribed in clause 23.1 must be guaranteed four (4) hours' work or will be paid for four (4) hours at the appropriate rate.
- 23.6 An employee, other than a casual employee, whose services are dispensed with within seven (7) days of the commencement of any week in which one or more public holidays occur and who is re-engaged by the same employer within seven (7) days of the said week, will be paid an ordinary day(s) pay for each public holiday so occurring at the rate prescribed for the class of work performed by the employee prior to the employee's services being dispensed with.
- 23.7 An employee, other than a casual employee, who, without permission of the employer or without reasonable cause, is absent from duty on the working day immediately preceding or the working day immediately succeeding any public holiday or series of holidays, shall not be entitled to payment for such public holiday, or series of public holidays, provided that if an employee is absent on one only of the working days preceding or succeeding a series of public holidays the employee shall lose the holiday pay only for the holiday closest to the day of the employee's absence.
- 23.8 Where an employee is rostered to take time off pursuant to clause 3.4 and such rostered time off falls on any of the public holidays referred to in subclause 23.1, the employee must be entitled to replacement time off, to be taken on the following basis:
- 23.8.1 Where the time off taken fell on either a Friday or Monday, the next practicable Friday or Monday shall be taken for the purposes of replacement time off.
- 23.8.2 Where the time off not taken fell on a Tuesday, Wednesday or a Thursday, the replacement time off shall be taken on the first practicable day available for the taking of such replacement time off.

SECTION IV – INDUSTRIAL RELATIONS AND THE UNION

24. Disputes Resolution Procedure

- 24.1 Subject to the *Industrial Relations Act* 1996, any dispute will be dealt with in the following manner:
- 24.1.1 The representative of the Union on the job and the appropriate supervisor will attempt to resolve the matters in issue in the first place.
- 24.1.2 In the event of failure to resolve the dispute at job level the matter will be the subject of discussions between an organiser of the Union and the workplace manager.
- 24.1.3 Should the dispute still remain unresolved the Secretary of the Union or a representative will confer with senior management.
- 24.1.4 In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
- 24.2 All work shall continue normally while these negotiations are taking place.

25. Union Delegate

- 25.1 An employee appointed as Union delegate to the workplace must, upon notification thereof to the employer by the Secretary/Treasurer or Sub-Branch Secretary of the Union, be recognised as the accredited representative of the Union.

- 25.2 Any matter arising in the workplace affecting members of the Union may be investigated by the delegate and discussed with the employer or a representative. The delegate must, upon request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to the delegate and the employer.
- 25.3 If a matter in dispute is not settled, the delegate must, on request, be allowed access to a telephone for a reasonable opportunity of notifying the union branch or sub-branch concerned.

26. Union Notice Board

The employer must supply a notice board of reasonable dimensions to be erected or to be placed in a prominent position in the workplace upon which accredited representatives of the Union must be permitted to post formal Union notices signed by such representative or representatives.

27. Union Right of Entry

See Part 7 of Chapter 5 of the *Industrial Relations Act 1996*. (NOTE: This provides that a duly accredited representative of the union must have the right to enter any work place or premises for the purpose of interviewing employees and investigating suspected breaches of awards or agreements or the *Industrial Relations Act 1996* and in such investigations inspect time and pay sheets - so long as the representative does not unduly interfere with the work being performed by any employee during working time).

28. Union Picnic Day

- 28.1 Easter Saturday will be recognised as the Union's Picnic Day.
- 28.2 In addition to all other payments due, a financial member of the union, other than a casual employee, must upon proof thereof, be paid an additional day's pay in the pay period in which Easter Saturday falls.
- 28.3 A financial member of the Union who is required to work on Easter Saturday will, in addition to the additional day's pay required by subclause 28.2, be paid at the rate of time and one-half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours pay at ordinary time.
- 28.4 For the purpose of the clause, "financial member of the Union" will mean an employee who is, at the time of the Picnic Day, a financial member, or who was a financial member of the Union as at 31st December of the preceding year.

SECTION V - OTHER PROVISIONS

29. Employees' Duties

- 29.1 Employees within each grade in the classification structure are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- 29.2 Subject to agreement at enterprise level, employees are to undertake training for the wider range of duties and for access to higher classifications.
- 29.3 The parties will not create barriers to advancement of employees within the award structure or through access to training.
- 29.4 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award, provided that such duties are not designed to promote de-skilling.
- 29.5 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.

- 29.6 Where required by the employer, drivers' duties shall include minor repairs such as changing tail lights and each driver shall be ready, willing and able to change tyres and perform similar non specialist vehicle maintenance tasks.

30. Mixed Functions

- 30.1 An employee required by the employer to work for less than two hours a day on work carrying a higher rate of pay will be paid at the higher rate for the actual time so worked and when required to work for more than two hours a day on such work the employee must be paid as for a whole day's work.
- 30.2 This clause shall not apply to actual periods of one hour or less or to interchange of work arranged between employees to meet their personal convenience.
- 30.3 On any day on which an employee covered by this award is engaged for more than two hours in the cartage or distribution within New South Wales, of petrol or petroleum products from refineries, terminals or depots of oil companies which are respondents to the Transport Workers' (Oil Companies) Award 1998 in force from time to time, the employee shall be paid for each such day at the rate of pay prescribed by this award, or the rate of pay prescribed by the Transport Workers' (Oil Companies) Award 1998 whichever is the higher rate.

31. Termination of Employment

- 31.1 The employment of a weekly or part-time employee may be terminated only by one week's notice on either side which may be given at any time or by payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.
- 31.2 An employee with more than two months' service on leaving or being discharged will, upon request, be given a reference or certificate of service in writing. Such reference or certificate of service must at least contain information as to the length and nature of the employment of the employee.

32. Redundancy

See the Transport Industry - Redundancy (State) Award (284 I.G. 1395.)

33. Superannuation

See the Transport Industry (State) Superannuation (No.2) Award made on 6 November 1995.

34. Jury Service

- 34.1 An employee required to attend for jury service during ordinary hours must be reimbursed by the employer an amount equal to the difference between the amount paid in respect of 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.
- 34.2 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.
- 34.3 Where the day or days upon which an employee is required to attend for jury service coincide with time rostered for the employee to take off pursuant to subclause 3.4, such rostered time off shall be deemed to have been taken in accordance with the roster.

35. Limitation of Driving Hours

See the Heavy Vehicle National Law (NSW 2013 and the Heavy Vehicle (Fatigue Management) National Regulation (NSW) 2013.

36. Limitation of Overtime

- 36.1 Subject to the provisions of subclause 36.3 and Clause 8, Meal Breaks and Allowances, of this award, an employee may be required to work for a continuous period amounting to fifteen (15) hours, excluding meal breaks, from the time of commencing work.
- 36.2 Except in the case of accident or circumstances over which the employer has no control an employee shall not work and an employer shall not require an employee to work more than a total of twenty (20) hours' overtime in any week exclusive of unpaid intervals allowed for meals.
- 36.3 An employee, other than one on shift work, who is required to work for a continuous period amounting to twelve (12) hours or more from the time of commencing work will be entitled to be absent from work until the employee has had ten (10) consecutive hours off duty. Should the said ten (10) hours or any part thereof coincide with the employee's ordinary hours of work the employee will be paid at ordinary rates for the time which falls within ordinary hours of work.

37. Recall

An employee recalled for work must be guaranteed and must for at least four (4) hours' work for each start at the appropriate rates of pay.

This clause will also apply to any employee called upon to work before normal starting time, and whose overtime work does not continue up to such starting time.

38. Absences from Duty

Where an employee is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) the employee shall for each day absent, lose average pay for each such day calculated by dividing the weekly wage rate by 5. An employee who is absent for part of a day shall lose average pay for each hour or part thereof the employee is absent, calculated by dividing the weekly wage rate by 38. An employee so absent from duty will not accrue the entitlement for normal rostered time off provided for clause 3.4 of this award. The employee shall take time off as rostered but shall be paid, in respect of the week during which the rostered time off is taken, the weekly pay less an amount calculated according to the following formula:

$$\frac{\text{Number of day(s) absent during cycle} \times 0.4 \text{ hours} \times \text{Weekly Wage Rate}}{38}$$

39. Commitment to Training

- 39.1 The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of the transport industry and transport operations generally, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- 39.1.1 developing a more highly skilled and flexible workforce;
- 39.1.2 providing employees with career opportunities through appropriate training to acquire additional skills; and
- 39.1.3 removing barriers to the utilisation of skills acquired.
- 39.2 Following proper consultation with the union, or through the establishment of a training committee, an employer shall develop a training programme consistent with:
- 39.2.1 the current and future skill needs of the enterprise;
- 39.2.2 the size, structure and nature of the operations of the enterprise;

- 39.2.3 the need to develop vocational skills relevant to the enterprise and the transport industry through courses conducted by accredited educational institutions and/or providers.
- 39.3 Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
- 39.3.1 formulation of a training programme and availability of training courses and career opportunities to employees;
- 39.3.2 dissemination of information on the training programme and availability of training courses and career opportunities to employees;
- 39.3.3 the recommending of individual employees for training and reclassification;
- 39.3.4 monitoring and advising management and employees on the on-going effectiveness of the training.
- 39.4 Where, as a result of consultation with the union, or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to subclause 39.2 should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned must not suffer any loss of pay. The employer must not unreasonably withhold such paid training leave.
- 39.5 Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training must be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
- 39.6 Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work must be reimbursed by the employer.
- 39.7 Subclauses 39.2, 39.3, 39.4, 39.5 and 39.6 of this clause shall operate as interim provisions and shall be reviewed after nine months' operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in clause 39.1. In this connection, the Union reserves the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and/or the transport industry.
- 39.8 Any disputes arising in relation to subclauses 39.2 and 39.3 shall be subject to the provisions of Clause 24, Dispute Resolution Procedure, of this Award.

40. Amenities and First Aid Outfits

- 40.1 The following facilities will be available at all workplaces where employees are engaged under the provisions of this award:
- 40.1.1 Proper dressing rooms with adequate washing facilities, including showers with both hot and cold water.
- 40.1.2 Proper lock-up clothing lockers.
- 40.1.3 Where employees are required to partake of meals at the employers' workplace: a dining room with adequate seating and table accommodation for the partaking of meals, also facilities for boiling water and heating food.
- 40.1.4 Proper lavatory facilities.

- 40.2 Employees shall place all personal belongings in the lockers provided.
- 40.3 First-aid Outfit: A first-aid outfit must be provided by the employer at each workplace where there are employees covered by this award. Such outfit is to comprise of a First-aid Ambulance Chest which shall:
- 40.3.1 be of wood or metal, be dustproof and be distinctly marked with a white cross upon a green ground;
- 40.3.2 be so equipped and maintained as to contain at least the articles and appliances specified by clause 20 of the NSW Occupational Health and Safety Regulations 2001;
- (Note: The employer shall display a copy of the appropriate Schedule, above referred to, on or adjacent to the First-aid Ambulance Chest).
- 40.3.3 contain nothing except requisite articles and appliances for first-aid;
- 40.3.4 be readily accessible to the persons employed in the workplace; and
- 40.3.5 be placed under the charge of a responsible person or persons who or one of whom shall always be readily available during working hours. A clearly legible notice stating the name or names of the person or persons in charge of the ambulance chest shall be affixed in a conspicuous position on or adjacent to the chest.

41. Uniforms and Protective Clothing

- 41.1 Where an employee is required by the employer to wear distinctive dress the same shall be provided, free of cost, by the employer.
- 41.2 When requested by the employee, an employer shall provide rubber gloves, gum boots and waterproof coat or apron, free of cost, for the use at work by an employee required to wash vehicles.
- 41.3 An employee engaged as a motor cycle driver will be provided by the employer with waterproof trousers and coat for use in connection with the work.
- 41.4 Wet weather clothing consisting of waterproof hat, coat and trousers will be provided for employees required to work in rain.
- 41.5 The clothing provided in accordance with this clause must be renewed when reasonably necessary. It shall only be worn when the employee is engaged on work for the employer and shall remain the property of the employer and shall be returned to the employer on demand in a condition commensurate with normal wear and tear. An employee may be required by the employer to sign a receipt for such clothing upon it being issued.
- 41.6 Steel-capped boots and gloves must be provided for drivers and loaders engaged regularly in the cartage of steel.
- 41.7 Where an employee comes into contact with direct or reflected sunlight during working hours and requires special clothing and/or headgear to protect himself/herself from the sun these must be provided, free of cost, by the employer.
- 41.8 An employee who comes into contact with direct or reflected sunlight during working hours must be provided with Australian Standard, AS 1067 Sunglasses, free of cost, by the employer. Those employees who require Safety Sunglasses must be provided, free of cost, by the employer, with Australian Standard AS 1337 or AS 1338 Safety Sunglasses.
- 41.9 An employee who comes into contact with direct or reflected sunlight during working hours must be provided with sufficient quantities of broad spectrum SPF 30+ Sunscreen to protect himself/herself from the sun, free of cost, by the employer.

42. Tools and Apparatus

- 42.1 The employer must provide and maintain all necessary tools, ropes and packing.
- 42.2 In all cases where employees are called upon to handle pianos, pianolas or the like, piano straps must be provided.
- 42.3 In all cases where employees are called upon to move heavy articles reasonably requiring the use of a samson or other suitable type of truck this must be provided.
- 42.4 An employee when instructed to cart, load or unload wool must be provided with a suitable wool hook.

43. Cabins, Hoods and Windscreens

The employer shall provide all vehicles with hood, windscreen, cushioned seat and back rest. The driver's cabin of each vehicle shall be ventilated adequately and shall be supplied with cabin doors and windows: where this is not practicable side curtains may be fitted as an alternative. No driver shall be required to drive a vehicle with a cracked or broken windscreen, windows, rear vision mirror or lights which contravenes the *Road Transport Act 2013* and the *Road Transport (General) Regulation 2013*. A requirement that employers provide air-conditioning in the cabin of each vehicle shall be the subject of future consideration by the parties.

44. Unauthorised Persons Riding on Vehicles

An employee shall not permit any unauthorised person to accompany the employee on the vehicle, nor permit any such persons to assist the employee in the delivery of goods, wares, merchandise or material unless such person has been engaged as an employee or is the owner of such goods, wares, merchandise or material or is the agent or representative of such owner.

45. Laundry and Dry Cleaning - Special Provisions

- 45.1 The provisions of this clause shall apply only to employees engaged in or in connection with the cartage of laundry and dry cleaning.
- 45.2 Any driver employed delivering or collecting laundry who is required to leave the vehicle to make deliveries or collect shall not be liable for the cost or any part thereof of any article that may be lost or stolen there from whilst the vehicle is unattended unless the employee is either -
- 45.2.1 provided with an extra hand; or
- 45.2.2 the vehicle is capable of being closed and securely locked.
- This subclause 45.2 shall not be read or taken to relieve the employee from responsibility to the employer for ordinary diligence, care and honesty.
- 45.3 Credit shall not be given by any employee unless authorised by the employer. An employee shall not be held responsible for or called upon to make good any bad debts or part thereof unless contracted in contravention of this subclause 45.3.
- 45.4 Employees may by individual agreement in writing work ordinary hours over a seven day spread under the terms of the relevant provisions of the award covering the majority of employees in the enterprise.
- 45.5 Employees who are required to collect moneys, excluding not negotiable cheques, on behalf of the employer and/or the employer's clients shall be paid an additional amount by the employer to compensate for this work. subclause 2.12, Collecting Moneys, shall not apply.
- 45.6 The employer may deduct the value of items of uniform not returned upon termination if such deduction is authorised by the employee concerned.

46. Chauffeurs - Special Provisions

- 46.1 Chauffeurs and drivers of vehicles used for the purpose of carrying person(s) who are paid not less than 20 percent above the total weekly rate of pay prescribed by Clause 1 shall be exempted from Clause 3, Hours of Employment, and Clause 36, Limitation of Overtime, of this Award.
- 46.2 Members of the Bus and Coach Association whose employees regularly drive vehicles with more than one but less than eight passengers, shall be exempt from the provisions of this Award, in so far as such employees are concerned provided that they observe in lieu thereof the terms and conditions of the Transport Industry - Motor Bus Drivers and Conductors (State) Award.
- 46.3 Notwithstanding clause 3, the span of ordinary hours for chauffeurs shall be 6.00 am to 7.00 p.m.

47. Award Modernisation

- 47.1 The parties are committed to modernising the terms of the Award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
- 47.2 In conjunction with testing the new award structure that is to be introduced, the parties agreed that discussion should also take place at an enterprise level. Such discussion is intended to further the aims sought to be achieved by, and as are expressed in subclause 47.1 hereof.
- 47.3 At each yard, depot or enterprise, an employer, the employees and their Union shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that yard, depot or enterprise.

Where yard, depot or enterprise discussions are considering matters requiring any Award variation, the Union and the employer's Association shall be advised of the broad details including the award area/s likely to be affected, and, prior to agreement being reached, or at their request they shall be invited to participate. Such invitation shall be in writing and addressed to the Secretary of the Union and executive officer of the Association (or their nominee).

- 47.4 At any stage in the development and/or conduct of enterprise level discussions, the parties may utilise the Dispute Resolution Procedure (Clause 24) for assistance in progressing discussions.
- 47.5 Nothing in this clause shall prohibit the Union and an employer Association assisting in making an agreement to cover a number of enterprises in the same section of industry or in a similar business or enterprise which will assist or enhance the efficient operation of any enterprise and further the aims of subclause 47.1 hereof.
- 47.6 The terms of any genuine agreement reached between the parties in any establishment/s shall substitute for the provisions of this award to the extent that they are contrary to the award, provided that:

47.6.1 The majority of employees affected genuinely agree.

47.6.2 All employees have been provided with the current provisions e.g. Award or Industrial Agreement applicable to those employees at the yard, depot or enterprise.

47.6.3 No employee shall lose income as a result of the change; provided that this restriction shall not apply where an employee has elected to forego income which exceeds their base rate of pay in return for an alternative benefit, e.g. time off in lieu of overtime payments, increased leisure time through the implementation of a 12 hour shift system, etc.

For the purposes of this paragraph "income" shall mean the employee's regular weekly earnings upon which the employee could reasonably have come to rely.

47.6.4 The agreement shall be committed to writing and shall include a date of operation and a date of expiration.

47.6.5 The agreement shall be signed by the employer, the representative/s of employees or the Union and a copy shall be sent to the Secretary of the Union and to the executive officer of the relevant employer's association/s.

47.6.6 The Union and relevant employer association/s shall have 21 days in which to notify the employer (who shall then notify the employees' representatives) of any objection to the agreement, including the reasons for such objection.

Where an objection is raised the parties should confer in an effort to resolve their different views. If the matter is not resolved in that way the employer may make application to vary the award to facilitate the agreement. Such application shall be made to the Industrial Relations Commission of NSW.

47.6.7 The Union and/or employer's Association/s shall not unreasonably oppose any agreement reached under this clause.

47.6.8 If no party objects, a consent application shall be made to the Industrial Relations Commission to have the Agreement ratified.

47.7 Where an agreement is ratified by the Industrial Relations Commission under the procedure hereof, and the agreement relates to any provisions of this Award, then the name of the establishment/s to which the agreement applies, the date of operation of the agreement, the award provisions from which the said establishment/s is/are exempted, and the alternative provisions which are to apply in lieu of such award provisions (or reference to such alternative provisions), shall be set out in a Schedule to this Award.

47.8 Under the terms of this clause any award matter or condition of employment can be raised for discussion.

47.9 All registered industrial organisations which are parties to this award will continue to meet with the aim of modernising the award.

48. Definitions

48.1 Advanced Crane Offsider means an employee who has the responsibility, being directly in charge of the initial work of setting up the mobile crane, to ensure all rigging work is carried out in a safe and efficient manner, adhering to the regulations or in the absence of regulations to sound established custom and practice. Such an employee acting as a rigger must hold the appropriate certificates issued in accordance with State requirements.

48.2 Ancillary Plant means mechanically powered vehicles and/or equipment other than trucks, mobile cranes, forklifts, and tow motors used by the employer in the loading, unloading, stacking, moving sorting and/or handling of goods and/or materials in connection with work which is part of and ancillary to the business of the employer.

48.3 Articulated Vehicle means a motor propelled vehicle used for the conveyance of goods or merchandise and the like and comprising two separate units, viz., a tractor and a semi-trailer.

48.4 Casual Employee means an employee engaged by the day or at the conclusion of the casual employment.

48.5 Conciliation Committee shall mean the Transport Industry (State) Conciliation Committee.

48.6 Courier means an employee who drives a vehicle and who is engaged in the delivery of documents, packages, etc, as part of a "courier service" as recognised in the industry covered by this award.

48.7 Crane Offsider means an employee who has the responsibility to carry out the work of slinging loads and to control the movement of such loads when handled by lifting appliances. In addition, it is such an employee's responsibility to control loads not in full view of the crane driver. Such an employee acting as a dogman must hold the current appropriate certificates issued in accordance with State requirements.

- 48.8 Double Time means the employee's ordinary rate of pay plus 100 per cent.
- 48.9 Drivers means any person engaged to drive or control any type of vehicle specified in this award irrespective of any other duties. This definition shall not exclude other duties (including delivery of goods) ordinarily performed by a driver.
- 48.10 Extra Hand means a person who usually accompanies a driver on a vehicle to assist in loading, unloading, delivering, collecting and safeguarding goods, merchandise and the like being transported or to be transported.
- 48.11 Leading Hand means an employee who, in addition to any other duties, is required to direct the work and/or conduct, during working hours, of other employees.
- 48.12 Manufacturer's Gross Vehicle Mass (GVM) means the mass of a vehicle and its load as specified by the manufacturer. It may be ascertained by reference to the model specification plate attached to the vehicle or, failing this, by reference to the Roads and Traffic Authority, the manufacturer of the vehicle or its agent.
- 48.13 Mobile Concrete Pump Driver/Operator means a person who is competent in all function consistent with the driving and operation of a mobile concrete pump.
- 48.14 Ordinary Rate means the employee's ordinary time rate of pay which the employee is entitled to receive for work performed in ordinary working hours.
- 48.15 Other Agreed Starting Place means a place, other than the employer's workplace, at which it is agreed between the employer and the employees affected, such employees will be in attendance at the time or times fixed ready to commence work in ordinary working hours. Upon such agreement having been reached between the employer and the employees, as aforesaid, the employer shall forthwith notify the branch or sub-branch secretary of the union of the location of such other agreed starting place.
- 48.16 Rear End Steering means any device which forms part of an articulated vehicle or of a component of the trailing section of an articulated vehicle which is used to control the direction of the rear-most end of such vehicle. Such device may be operated mechanically or hydraulically from an independent auxiliary power source or remotely by a mechanical linkage with another vehicle.
- 48.17 Semi-trailer means that portion of an articulated vehicle on which goods or merchandise or the like are loaded and which is attached to and is hauled by a tractor and shall include vehicles known as low loaders, floats and jinkers.
- 48.18 Steersman means a person engaged to operate a rear-end steering device whether as a member of the crew of the articulated vehicle or as the driver of another vehicle.
- 48.19 Time and one-half means the employee's ordinary rate of pay plus 50 per cent.
- 48.20 Tractor means that portion of a vehicle, not being a motor wagon, which provides the motive power.
- 48.21 Trailer means a vehicle, not having its own motive power, attached by means of a draw-bar to a motor wagon and hauled behind such motor wagon.
- 48.22 Transport Facility Worker (1) means an employee who performs one or more of the following duties:
- loading or unloading any goods, wares, merchandise or materials on or from any vehicle and work incidental to such loading and unloading including supervision of the work and/or of other employees;
 - loading and unloading rail trucks in a siding on the employer's own premises;
 - engaged sorting goods and in performing clerical work in connection with the carriage and/or delivery of such goods.

48.23 Transport Facility Worker (2) means an employee who performs one or more of the following duties as well as the duties of a Transport Facility Worker (1):

- loading and unloading goods onto or from road vehicles,
- stacking goods on the goods yard platform,
- stowing and un-stowing goods into and from rail trucks or containers of all descriptions,
- loading and unloading goods from shelving, checking and sorting loads,
- checking and sorting goods in the depot,
- operating mechanical handling appliances (including but limited to pallet jacks), and
- clerical duties, including the compilation of manifests and load summaries, associated with such work.

48.24 Union means the Transport Workers' Union of New South Wales.

48.25 Yardman means an employee engaged in or about a workplace and whose duties shall include, if required, the washing and greasing of motor vehicles and other equipment and/or servicing of tyres.

48.26 Year means the period from 1 July to 30 June, next following.

49. Anti - Discrimination

49.1 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.

49.2 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.

49.3 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.

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

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

49.5 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.

50. Area, Incidence and Duration

This award applies to employees of the classifications specified herein within the jurisdiction of the Transport Industry (State) Industrial Committee.

This award rescinds and replaces the Transport Industry (State) Award, published 20 April 2000 (315 I.G. 192 and reprinted 27 January 2012 (372 I.G. 855) and shall operate on and from the beginning of the first pay period to commence on or after 29 March 2022 and shall remain in force thereafter for a period of two years.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 29 March 2022.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

TRANSPORT INDUSTRY (STATE) INDUSTRIAL COMMITTEE

Industries and Callings

All drivers and loaders of trolleys, drays, carts, floats, articulated or semi-articulated vehicles and trailers and motor and other power-propelled vehicles, including motor cycles engaged in the carriage of goods, merchandise and the like, together with bicycle couriers, employees engaged in greasing or washing any such vehicle, employees without supervisory or other duties beyond those of loading or unloading vehicles employed by common carriers or who are not engaged upon or in connection with the premises of the employer, not being a common carrier, and employees of common carriers receiving, sorting and loading or unloading goods for delivery or re-delivery, carters, tip carters and tip wagon drivers, brakemen or extra hands, trace boys, and all grooms, stablemen and yardmen employed in connection with any of the above, and drivers of mobile cranes, auto trucks and fork lifts employed by general carriers in connection with the carriage of goods, merchandise and the like, employees driving or operating mobile cranes, fork lifts, tractors, tow motors, industrial trucks, yard trucks or utility vehicles in and about wholesale oil stores, persons, other than storemen and packers, employed in the loading, stacking and unloading of railway trucks, in the State, excluding the County of Yancowinna, but including motor lorry drivers employed by the roads and Traffic Authority in or in connection with the construction or maintenance of roads and bridges in that part of the County of Yancowinna which is outside the Municipality of Broken Hill; and

Brick, tile & pottery carters, timber carters and dry cleaning & laundry carters, including drivers of motor and other power - propelled vehicles

and grooms, stablemen, yardmen, trace boys and brakemen or extra hands employed in or in connection therewith in the State, excluding the County of Yancowinna; and

Chauffeurs and motor car drivers employed on motor coaches, cars and all motor vehicles, used for purpose of carrying passengers, persons or workmen notwithstanding such vehicles are not plying for hire, provided such vehicles are normally capable of carrying less than eight sitting passengers or persons, in the State, excluding the Country of Yancowinna, excepting drivers of motor wagons which are not used for the purpose of conveying passengers or workmen, and employees who are not engaged in business or trade;

excepting employees of -

State Rail Authority of New South Wales

State Transit Authority of New South Wales;

Sydney Water;

The Hunter District Water Board;

The Council of the City of Sydney;
Sydney Electricity;
The Council of the City of Newcastle;
Municipal, Shire and County Councils;
Electricity Commission of New South Wales (Pacific Power);
Motor Car Washers, &c., (State)
Quarries, Gravel and Sand Pits (State);
Butter, &c., Factory Employees (Newcastle and Northern);
Butter, &c., Factory Employees (State);
Fruit Packing Houses Employees (State);
Malted Milk Manufacturing (State);
Sawmillers, &c., (State);
Sugar Manufacturers (State);
Tubemakers of Australia Limited, Newcastle
Tubemakers of Australia Limited, Yennora;
Shoalhaven Scheme;
Googong Dam Project;
Country Councils (Electricity Undertakings) Employees;
Shortland County Council;
University Employees, &c., (State);

excepting employees also -

Motor lorry drivers, assistants, loaders, washers and greasers employed by breweries;

Persons coming within the jurisdiction of the Crown employees (Skilled Tradespersons) Industrial Committee.

The said Industrial Committee will consist of two (2) representatives of employers and two (2) representatives of employees.

The representatives of employers will be appointed, upon nomination as prescribed, by the New South Wales Road Transport Association.

The representatives of employees will be appointed, upon nomination as prescribed, by the Transport Workers' Union of Australia, New South Wales Branch.

51. Secure Employment

(a) Objective of this Clause

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

(b) Casual Conversion

- (i) 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 will 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.
- (ii) Every employer of such a casual employee will give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) 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.
- (v) 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.
- (vi) 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 (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), 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.

(viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(c) Occupational Health and Safety

(i) For the purposes of this subclause, the following definitions apply:

(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.

(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.

(ii) Any employer which, engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

(1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

(2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

(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

(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.

(iii) Nothing in this subclause (c) 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*.

(d) Disputes Regarding the Application of this Clause

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

(e) 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.

PART B**MONETARY RATES**

Table 1 - Wages (Clause 1.1 - General Rates)			
	Former Rate Per Week	SWC 2021 Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2022
	\$	%	\$
Transport Worker Grade One	850.28	2.04	867.63
Transport Worker Grade Two	874.46	2.04	892.30
Transport Worker Grade Three	891.27	2.04	909.45
Transport Worker Grade Four	906.01	2.04	924.49
Transport Worker Grade Five	943.64	2.04	962.89
Transport Worker Grade Six	953.09	2.04	972.53
Transport Worker Grade Seven	981.63	2.04	1,001.66
Transport Worker Grade Eight	1,040.34	2.04	1,061.56

Table 2 - Wages (Clause 1.2 Mobile Cranes &c., Rates)			
	Former Rate Per Week	SWC 2021 Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2022
	\$	%	\$
(i) Mobile Cranes			
Grade A	1,032.28	2.04	1,053.34
Grade B	1,055.78	2.04	,077.32
Grade C	1,078.91	2.04	1,100.92
Grade D	1,102.05	2.04	1,124.53
Additional Amount	23.37	2.04	23.85
(ii) Mobile Hydraulic Platforms			
Grade A	941.8	2.04	961.01
Grade B	946.99	2.04	966.31
Grade C	981.18	2.04	1,001.20
Grade D	1,004.78	2.04	1,025.28
Grade E	1,032.28	2.04	1,053.34
Additional Amount	2.19	2.04	2.23
Grade F	1,032.28	2.04	1,053.34
(iii) Crane Offsider	1,032.28	2.04	1,053.34
(iv) Advanced Crane Offsider	1,078.91	2.04	1,100.92

Table 3 - Wages (Clause 1.3 - Ancillary Plant Drivers)			
	Former Rate Per Week	SWC 2021 Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2022
	\$	%	\$
Grade A	959.42	2.04	978.99
Grade B	987.62	2.04	1,007.77
Grade C	1004.43	2.04	1,024.92
Grade D	1016.29	2.04	1,037.02
Grade E	1025.96	2.04	1,046.89
Grade F	1064.88	2.04	1,086.60

Table 4 - Wages (Clause 1.4 - Mobile Concrete Pump Driver/Operators)			
	Former Rate Per Week	SWC 2021 Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2022
	\$	%	\$
Grade A	927.65	2.04	946.57
Grade B	946.99	2.04	966.31
Grade C	981.18	2.04	1,001.20
Grade D	1,004.78	2.04	1,025.28
Grade E	1,032.28	2.04	1,053.34
Additional Amount	2.19	2.04	2.23

Table 5 - Wages (Clause 1.5 Furniture Removals)			
	Former Rate Per Week	SWC 2021 Increase	New Rate Per Week
	\$	%	\$
Furniture Removalist Offsider	859.03	2.04	876.55

Table 6 - Wages (Clause 1.6 - Chauffeurs)			
	Former Rate Per Week	SWC 2021 Increase	New Rate Per Week
	\$	%	\$
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	857.42	2.04	874.91

Table 7 - Allowances					
Item No.	Clause No.	Brief Description	Former Rate	SWC 2021 Increase	New Rate effective from the first full pay period on or after 1 April 2022
			\$	%	\$
1	2.1	Furniture Removals	37.51 per week	2.04	38.28
2	2.2.1	Driving agitator trucks	0.73 per hour	2.04	0.74
3	2.2.1	Maximum Payment - agitator trucks	28.73 per week	2.04	29.32
4	2.2.2	Delivery/placement of concrete rate	2.28 per week	2.04	2.33
5	2.3	Leading Hands	45.27 per week	2.04	46.19
6	2.4	Collecting Butcher Bones, Fat, etc.	9.46 per week	2.04	9.65
7	2.5	Extra Horses	23.48 per horse	2.04	23.96
8	2.6	Working in Forests	29.64 per week	2.04	30.24
9	2.7.1.1	Long/wide loads	2.28 per hour or part thereof	2.04	2.33
10	2.7.1.1	Long/wide loads - minimum payments	9.46 per day	2.04	9.65
11	2.7.1.2	Long/wide loads	4.45 per hour or part thereof	2.04	4.54
12	2.7.1.3	Long/wide loads - minimum payment	17.55 per day	2.04	17.91
13	2.7.2	Rear-end steering	6.38 per day	2.04	6.51
14	2.7.2	Rear-end steering - minimum payment	25.66 per day	2.04	26.18
15	2.8	HIAB cranes, etc.	41.16 per day	2.04	42.00
16	2.9	Removal and Delivery of Furniture, etc.	7.53 per day	2.04	7.68

17	2.10	Handling diapers - weekly employees	3.19 per week	2.04	3.26
18	2.10	Handling diapers - casual employees	0.6 per day	2.04	0.61
19	2.11	In charge of plant	22.01 per week	2.04	22.46
20	2.12.1	Collecting moneys - > \$30 - \$150	7.06 per week	2.04	7.20
21	2.12.2	Collecting moneys - > \$150 - \$250	9.92 per week	2.04	10.12
22	2.12.3	Collecting moneys - > \$250 - \$400	14.36 per week	2.04	14.65
23	2.12.4	Collecting moneys - > \$400 - \$600	20.98 per week	2.04	21.41
24	2.12.5	Collecting moneys - \$600	27.93 per week	2.04	28.50
25	2.13.1	Carrying goods - on the level	1.36 per tonne	2.04	1.39
26	2.13.2	Carrying goods - upstairs	2.06 per tonne	2.04	2.10
27	2.14	Carrying salt	1.36 per tonne	2.04	1.39
28	2.15.1.1	Obnoxious materials - soda, ash, etc.	1.26 per hour	2.04	1.29
29	2.15.1.2	Obnoxious materials - Oxides	0.91 per hour	2.04	0.93
30	2.15.2	Obnoxious materials - loading and unloading	1.26 per hour	2.04	1.29
31	2.15.3	Obnoxious materials - transportation	0.69 per hour	2.04	0.70
32	2.15.7	Obnoxious materials - blast furnaces, etc.	1.02 per hour	2.04	1.04
33	2.16	First Aid	3.07 per day	2.04	3.13
34	2.17	Garaging	28.84 per week	2.04	29.43

Table 8 - Travelling and Living Away Allowance (Clause 7)

Item No.	Clause No.	Brief Description	Former Rate	SWC 2021 Increase	New Rate effective from the first full pay period on or after 1 April 2022
			\$	%	\$
1	7.4.3	Overnight Expenses	50.5 per day	2.04	51.53
2	7.5	Weekend/Holiday Expenses	46.86 per day	2.04	47.82
3	7.7	Camping out - weekly	108.86 per week	2.04	111.08
4	7.7	Camping out - daily	15.74 per day	2.04	16.06

Table 9 - Meal Allowances (Clause 8)

Clause No.	Brief Description	Former Amount	SWC 2021 Increase	New Rate effective from the first full pay period on or after 1 April 2022
		\$	%	%
8.2.1	Meal Allowance	15.38	2.04	15.69

Table 10 - Long Distance Rates (Clause 14)				
Item No.	Classification	Former Amount (cents/km)	SWC 2021 Increase	New Rate effective from the first full pay period on or after 1 April 2022 (cents/km)
1	Transport Workers Grade 7 and below	39.95	2.04	40.76
2	Transport Worker Grade 8	41.79	2.04	42.64

Table 11 - Income Protection on Six Day Rosters - Saturday (Clause 3.2.1)			
	Former Rate Per Week \$	SWC 2021 Increase %	New Rate Per Week effective from the first full pay period on or after 1-Apr-22 \$
Transport Worker Grade One	686.35	2.04	700.35
Transport Worker Grade Two	710.42	2.04	724.91
Transport Worker Grade Three	726.99	2.04	741.82
Transport Worker Grade Four	740.91	2.04	756.02
Transport Worker Grade Five	778.79	2.04	794.68
Transport Worker Grade Six	787.66	2.04	803.73
Transport Worker Grade Seven	815.63	2.04	832.27
Transport Worker Grade Eight	873.78	2.04	891.61

Table 12 - Income Protection on Six Day Rosters - Sunday (Clause 3.2.2)			
	Former Rate Per Week \$	SWC 2021 Increase %	New Rate Per Week effective from the first full pay period on or after 1-Apr-22 \$
Transport Worker Grade One	765.21	2.04	780.82
Transport Worker Grade Two	791.92	2.04	808.08
Transport Worker Grade Three	810.44	2.04	826.97
Transport Worker Grade Four	826.57	2.04	843.43
Transport Worker Grade Five	868.01	2.04	885.72
Transport Worker Grade Six	878.49	2.04	896.41
Transport Worker Grade Seven	910.15	2.04	928.72
Transport Worker Grade Eight	974.85	2.04	994.74

Table 13 - Income Protection on Seven Day Rosters - Saturday and Sunday (Clause 3.2.3)			
	Former Rate Per Week \$	SWC 2021 Increase %	New Rate Per Week effective from the first full pay period on or after 1-Apr-22 \$
Transport Worker Grade One	1,027.12	2.04	1,048.07
Transport Worker Grade Two	1,063.03	2.04	1,084.72
Transport Worker Grade Three	1,087.9	2.04	1,110.09
Transport Worker Grade Four	1,109.54	2.04	1,132.17

Transport Worker Grade Five	1,165.25	2.04	1,189.02
Transport Worker Grade Six	1,179.3	2.04	1,203.36
Transport Worker Grade Seven	1,222.01	2.04	1,246.94
Transport Worker Grade Eight	1,308.59	2.04	1,335.29

D. SLOAN, *Commissioner*

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