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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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CONTENTS

Vol. 393, Part 2

2 December 2022

Pages 322 — 629

		Page
Awards and Determinations —		
Ambulance Service of New South Wales Administrative and Clerical Employees (State) Award 2022	AIRC	322
Crown Employees (Fire & Rescue NSW Tradespersons) Award 2022	AIRC	359
Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2022	AIRC	392
Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2022	AIRC	440
Crown Employees (Fire and Rescue NSW Firefighting Staff Death and Disability) Award 2022	AIRC	527
Crown Employees (NSW Police Force (Nurses')) Award 2022	AIRC	543
Crown Employees (School Administrative and Support Staff) Award 2022	AIRC	554
Farm Assistants (Department of Education) Wages and Conditions Award 2022	AIRC	603
Health, Fitness and Indoor Sports Centres (State) Award	VSW	616
Clerical and Administrative Employees (State) Award	VSW	620
Transport Industry (State) Award	VSW	622
Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award	VSW	627

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SERIAL C9543

**AMBULANCE SERVICE OF NEW SOUTH WALES
ADMINISTRATIVE AND CLERICAL EMPLOYEES (STATE) AWARD
2022**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 190986 of 2022)

Before Chief Commissioner Constant

20 July 2022

AWARD

1. Arrangement

This Award is arranged in the following manner:

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Objectives of the Award
3.	Definitions
4.	Employees' Duties
5.	Work Arrangements
6.	Wages
7.	Hours of Duty
8.	Roster of Hours
9.	Overtime
10.	Time Off In Lieu of Overtime
11.	Accrual of Additional Days Off (ADOs)
12.	Penalty Rates for Shift Work and Weekend Work
13.	Promotion and Vacancies
14.	Appointment of Officers
15.	Termination of Employment
16.	Travelling Time and Expenses
17.	Relieving Other Members of Staff
18.	Flexible Work Practices
19.	Annual Leave
20.	Annual Leave Loading
21.	Public Holidays
22.	Family and Community Services Leave and Personal/Carer's Leave
23.	Maternity, Adoption and Parental Leave
24.	Study Leave
25.	Trade Union Leave
26.	Long Service Leave
27.	Sick Leave
28.	Climatic and Isolation Allowance
29.	Benefits Not to Be Withdrawn
30.	Payment and Particulars of Wages
31.	Issues Resolution
32.	Union Subscriptions
33.	Union Noticeboards

34. Anti-Discrimination
35. Reasonable Hours
36. Salary Sacrifice to Superannuation
37. Salary Packaging
38. No Extra Claims
39. Area, Incidence and Duration

PART B

MONETARY RATES

40. Classification Structure
41. Climatic and Isolation Allowance

2. Objectives of the Award

- a. The Parties agree to work co-operatively and positively to facilitate implementation of the programs and initiatives set out below:
 - (i) service delivery reform and change and associated workforce reform, within the Ambulance Service of New South Wales;
 - (ii) better management of overtime and sick leave; and
 - (iii) to achieve a targeted reduction in the number and average cost of workers compensation claims and in sick leave and work cooperatively to improve return to work programs and the rate of successful return of injured employees to work.
- b. The Parties are committed to the satisfactory and timely resolution of any differences or disagreements and agree that all disputes arising between the parties will be dealt with in accordance with clause 31, Issues Resolution, of this Award. The Parties acknowledge their wider social obligations and will consider their actions in this context.

3. Definitions

‘Accustomed Place of Work’ means the location where an employee is regularly required to commence duty by the Service.

‘Administrative and Clerical Employee’ means an employee of the Service who is employed pursuant to this Award.

‘Casual Employee’ means a person appointed in accordance with subclause 18(c) of this Award.

‘Employee’ means an Administrative & Clerical employee of the Service who is employed pursuant to this Award.

‘Employer’ means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Secretary).

‘Day Worker’ means an employee who works ordinary hours from Monday to Friday inclusive and who commences work on such days between 6.00 a.m. and at or before 10.00 a.m. inclusive.

‘Ministry’ means the NSW Ministry of Health.

‘Permanent Part-Time Employee’ means a person appointed in accordance with clause 18(a) of this Award.

‘Shift Worker’ means an employee who is not a day worker as defined.

‘Temporary Employee’ means a person appointed in accordance with clause 18(b) of this Award.

‘Union’ means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.

‘The Service’ means the Ambulance Service of New South Wales.

4. Employees’ Duties

- a. The Service may direct an employee to carry out such duties as are reasonable and within the limits of the employees’ skills, competence and training consistent with the employees’ classification provided that such duties are not designed to promote de-skilling.
- b. The Service 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.
- c. Any direction issued by the Service pursuant to subclauses (a) or (b) of this clause shall be consistent with the Service’s responsibilities to provide a safe and healthy working environment.
- d. The application of subclause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.

5. Work Arrangements

- a.
 - i. It is the view of the Service that a position description and a performance appraisal system should be developed for each of the classifications set out in clause 40, Classification Structure, of this Award.
 - ii. The Service will consult with the Union regarding the effect that position descriptions and the performance appraisal system will have on employees who are members of the Union.
- b. Work will be performed by the most efficient means. To achieve this end the Service will deploy skills based on operational needs.
- c. The parties agree that there will be no forced transfers as a result of the implementation of subclause (b) of this clause.
- d. Any proposal that will significantly affect employees who are members of the Union covered by this Award will be the subject of genuine consultation between the parties.
- e. Any dispute arising from the operation of this subclause will be dealt with in accordance with clause 31, Issues Resolution, of this Award.

6. Wages

- a. Employees shall not be paid less than the minimum wages for their classification as set out in clause 40, Classification Structure, of this Award.
- b. The Service may, at its discretion, pay an employee any amount over and above the minimum wages as it sees fit.

7. Hours of Duty

- a. The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and should commence between the hours of 6.00am and 10.00am.
- b. The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.

- c. Each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable such days off duty shall be consecutive.
- d. The hours of work prescribed in subclauses (a) and (b) shall, where possible, be arranged in such a manner that in each cycle of 28 days each employee shall work his or her ordinary hours of work on not more than nineteen days in the cycle.
- e. The employees' allocated day off duty, arising out of subclause (d) shall be determined by mutual agreement between the employee and the Service having regard to the needs of the Service.
- f. Where there is agreement between an employer and an employee, an employee's allocated day off duty prescribed by subclause (d) of this clause may be accumulated and be taken at a time mutually agreed upon between the employer and the employee, provided that the maximum number of allocated days off duty which may accumulate under this sub-clause shall be three. Any allocated day off duty accumulated but not taken at the date of termination, shall be paid out at ordinary rates applicable at date of termination as part of the usual termination entitlement.
- g. Employees in a work unit or location may agree that the ordinary hours of duty will be worked over nine days in a 14-day cycle (a nine-day fortnight). Agreement by the Service to this nine-day fortnight working arrangement, in each case, shall be dependent upon the operational requirements of the Service.
- h. Where agreement cannot be reached, to work a nine-day fortnight in accordance with subclause (g) in any area or location, the employee or employees concerned, or the Union may raise the issue with the appropriate manager, that is the General Manager, Corporate Services or the General Manager, Control. They shall review the decision and, if it is considered appropriate to meet the operational requirements of the Service, may approve a nine-day fortnight.
- i. Where an employee's allocated days off duty falls on a public holiday as prescribed by clause 21 of this Award, the next working day shall be taken in lieu thereof.
- j. All time worked between the normal starting and normal ceasing time each day shall be at ordinary rates of pay.
- k. A period of twenty minutes shall be allowed to employees for a work break and such period shall be included in the ordinary hours of work. Subject to agreement between the Union and Service on a centre by centre basis, two ten minute work breaks may be taken in lieu of one twenty minute work break.
- l.
 - (i) Time not exceeding one hour and not less than thirty minutes shall be allowed for a meal break, provided that where an employee is called upon to work for any portion of his or her meal break such time shall count as part of his or her ordinary working time.
 - (ii) The provision of paragraph (i) of this subclause shall not apply to employees employed in one of the Service's Control Centres who work their ordinary roster of hours on a straight shift basis (i.e. a shift that does not include a meal break).
- m. Where practicable, employees shall not be required to work more than five (5) hours without a work/meal break.
- n. The provisions of this clause do not apply to casual employees, except for subclauses (k), (l) and (m) when the appropriate conditions have been achieved bear to full time employees.

8. Roster of Hours

- a. The ordinary hours of duty prescribed by clause 7, Hours of Duty, of this Award, shall be worked according to rosters which shall be exhibited at least fourteen (14) days before the commencement date

- of the roster and shall show the hours of duty for the agreed roster period or twenty-eight (28) days whichever is the greater.
- b. There shall be a minimum break of eight (8) hours between rostered shifts except in case of an emergency or agreement between the Service and the employee.
 - c. The roster of an employee may be altered by the Service at any time during the agreed roster period upon the provision of at least seven (7) days' notice or less than seven (7) days in the event of an emergency, e.g. Sick leave, Family and Community Service Leave, etc.
 - d. A day off duty shall be twenty-four (24) hours.
 - e. Where an employee is rostered to an allocated day off that day is to be shown on the roster.
 - f. The rosters of employees shall provide for an equitable distribution of Saturday and Sunday work between employees working the same agreed roster.
 - g. The provisions of this clause do not apply to Day Workers or casual employees.
 - h. Any dispute arising from the operation of this clause shall be dealt with in accordance with clause 31, Issues Resolution, of this Award.

9. Overtime

- a. Employees are expected to work reasonable overtime in accordance with clause 35, Reasonable Hours of this Award.
- b. All time worked by employees outside the ordinary hours in accordance with clause 7, Hours of Duty, of this Award, shall be paid for at the rate of time and one half for the first two hours each day and thereafter at the rate of double time, provided however, that all overtime worked on a Sunday shall be paid for at the rate of double time and all overtime worked on public holidays shall be paid for at the rate of double time and one-half.
- c. An employee who is required to work overtime in excess of two hours shall, at the option of the Service, be supplied with a meal or shall be paid an amount as varied from time to time by the Service unless he or she has been notified on his or her previous shift or duty that he or she would be required to work overtime.
- d. Employees recalled to work overtime after leaving the Service's premises, shall be paid for a minimum of two hours work at the appropriate rate for each time he or she is so recalled; provided that, except in unforeseen circumstances arising, an employee shall not be required to work the full minimum number of hours prescribed above if the job he or she was recalled to perform is completed within a shorter period.
- e. The employer must have processes in place for the formal release of employees from recall duty.
- f. Employees who are not formally released and who are recalled again during the two-hour minimum payment period are not entitled to any additional payment until the expiration of the two-hour period.
- g. Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the two-hour minimum payment period, shall be entitled to another two-hour minimum payment.
- h. Employees required to work overtime after leaving the employer's premises to provide a technology support resolution remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- i. When overtime work is necessary it shall, wherever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.

- j. An employee who works so much overtime:
- i between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least eight consecutive hours off duty between these times; or
 - ii on a Saturday, a Sunday and a public holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the 24 hours preceding his or her ordinary commencing time on his or her next day or shift:
- shall, subject to this sub-clause, be released after completion of such overtime until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Service such an employee resumes or continues to work without having had such eight consecutive hours off duty he or she shall be paid at double rates until he or she is released from duty for such period that he or she then shall be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- k. For the purposes of assessing overtime each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- l. All overtime worked by shift workers on Saturdays and Sundays shall be paid for at the appropriate overtime rate prescribed in subclause (b) of this clause, such overtime to be cumulative upon the ordinary time penalties applicable to such days of work.
- The conditions of employment relating to Overtime for employees covered by this Award are to be determined by reference to the "*New South Wales Ambulance Service Administrative and Clerical Agreement, 1988*" and the "*Ambulance Service of New South Wales Administration and Staff Clerical Enterprise Agreement, 1994*" and all variations thereof. This provision only applies to those employees covered by this Award who were employees of the Service immediately prior to 1 July 1998.
- m. All overtime worked by casual employees shall be paid for at the appropriate overtime rate prescribed in subclause (b) of this clause, such overtime is in substitution for and not cumulative upon any shift premium prescribed in clause 12 of this Award or any loading or additional entitlement prescribed in clause 18(c) of this Award.

10. Time Off in Lieu of Overtime

- a. The parties agree that any employee who is required to work overtime outside normal rostered hours may be compensated by way of time off in lieu of overtime.
- b. This agreement is subject to the following provisos:
 - i Time off in lieu must be taken within three months of it being accrued at ordinary rates;
 - ii The option of taking time off in lieu is subject to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service may be permitted to take time off in lieu but employees working in other locations and settings within the Service may not;
 - iii Employees cannot be compelled to take time off in lieu of overtime; and
 - iv Records of time off in lieu owing to employees and taken by employees must be maintained.
- c. Where an employee is unable to take time off in lieu of overtime within three months of it being accrued the time so accrued shall be paid out at the overtime rate applicable at the time of payment.

11. Accrual of Additional Days Off (ADOs)

- a. The parties agree that employees should have the capacity to accumulate up to three (3) days additional days off duty (ADOs) as measured at any one point in time, which accrue in accordance with clause 7, Hours of Duty, of this Award. This limit on the accumulation right means that any employee who has a current accumulation of three ADOs must take the fourth ADO occurring to him or her when it falls due in accordance with the roster.
- b. This agreement is subject to the following provisos:
 - i. Employees cannot be compelled to accumulate their ADOs. It is merely an option available to employees.
 - ii. This option of accumulation of ADOs is subject always to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service may be permitted to accumulate ADOs but employees working in other locations and settings within the Service may not.
 - iii. The accumulation of ADOs should be considered in those units, departments or other discrete service areas where the service needs during periods when employees are utilising their accumulated ADOs.
 - iv. Any ADOs accumulated but not taken as at the date of termination shall be paid out.
 - v. The accumulation of ADOS should not apply to employees who have elected to work a nine-day fortnight in accordance with subclause (f) of clause 7, Hours of Duty.
- c. Further to the above, the parties agree that ADOs, whether accrued in accordance with clause 7, Hours of Duty, of this Award, or subclause (i) above, can be taken at a mutually convenient time to the Service and the employee.

12. Penalty Rates for Shift Work and Weekend Work

- a. Shift workers working afternoon or night shift shall be paid the following percentage in addition to the ordinary rate for such shift:

Afternoon shift -

Commencing at 10 a.m. and before 1 p.m. - 10 per cent

Commencing at 1 p.m. and before 4 p.m. - 12.5 per cent

Night shift -

Commencing at 4 p.m. and before 4 a.m. - 15 per cent

Commencing at 4 a.m. and before 6 a.m. - 10 per cent
- b. Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (a) of this clause.
- c. Casual employees who perform an afternoon or night shift will receive the shift premiums in subclause (a) of this clause in addition to their ordinary rate for such shift. The provisions of subclause (b) of this clause apply to casual employees when any shift is worked on Saturday and/or Sunday, provided that this is in substitution for and not cumulative upon the casual loading as prescribed in paragraph (c)(iii) of clause 18.

For example:

- i. if working on an afternoon shift commencing after 1 p.m. -
(base hourly rate) + (10% of base hourly rate for casual loading) + (12.5% of base hourly rate for shift premium)
- ii. if working on a Saturday shift -
(base hourly rate) + (50% of base hourly rate for shift premium)

13. Promotion and Vacancies

- a. Advertisement of vacant promotional positions shall be notified throughout the Service by regular Vacancy Circulars clearly displayed on Notice Boards at all Ambulance Stations and Ambulance Workplaces.
- b. Promotion shall be on the basis of merit.
- c. The vacancy shall be filled from applications received provided that the Service can re-advertise the position if necessary.

14. Appointment of Officers

- a. All employees shall be appointed on probation for a period of six months from the date of their appointment or re-appointment to the Service.
- b. An employee engaged under this Award shall be engaged as a permanent fulltime employee, a permanent part-time employee, a temporary fulltime employee, a temporary part-time employee, and/or a Casual employee.
- c. Every employee will be provided with a Position Description commensurate with his or her position which he or she will be required to sign.

15. Termination of Employment

- a. Other than for casual employees, employment shall be terminated by one (1) week notice in writing by either party or by the giving or forfeiting, as the case may be, of one (1) week's wages in lieu of notice.
- b. The provisions of subclause (a) of this clause does not limit the Service's right to terminate an employee's employment without notice or payment in lieu of notice in the event of misconduct of the employee.
- c.
 - i. Employees with a credit of hours accrued towards an allocated day/s off duty shall be paid for such accrual upon termination.
 - ii. Employees with a credit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 7, Hours of Duty, of this Award, shall be paid such accrual upon termination.
 - iii. Employees with a debit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 7, Hours of Duty, of this Award, shall reimburse the Service for such accrual upon termination.

Employees with a credit of hours accrued as a result of optioning for time off in lieu of overtime in accordance with subclause (a) of clause 10, Time Off in Lieu of Overtime, of this Award shall

be paid for such accrual upon termination at the appropriate overtime rate based on the rate of pay applying at the time of termination.

- d. The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.

16. Travelling Time and Expenses

- a.
- i. Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work, the employee shall travel to and from the alternative place of work in the Service's time for those periods in excess of time normally taken to travel to and from the employee's accustomed place of work.
 - ii. Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed by the Service.
 - iii. Where the employee is required to report to an alternative place of work and has the prior approval of the Service to travel by his or her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be the specified journey rate as prescribed from time to time by the Ministry.
- b.
- i. Where the Service has determined that an employee should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and their representative prior to notice of changed accustomed place of work being given.
 - ii. The Service shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purposes of this subclause "reasonable notice" shall be 28 days prior to the date the employee is first required to report to the new accustomed place of work.
 - iii. Where the accustomed place of work is changed on a permanent basis by the Service, the employee shall report to the new accustomed place of work on the date.

17. Relieving Other Members of Staff

- a. Subject to the provision of subclause (b) of this clause, an employee who is called upon to relieve an employee in a higher classification continuously for five working days or more, and who satisfactorily performs the duties and assumes the responsibilities of the higher classification as required by the employer, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.
- b. The payment shall be made on the following basis:
- i. Be paid at least the rate which would be applicable if 100% of such duties were performed on a permanent basis. Where relief is performed in a position at less than 100% the employee shall be paid a proportion equivalent to that lesser amount of relief, i.e. where 25% of the work of the position relieved is carried out, the relieving allowance shall be 25% of the difference between the rates applicable to the position.
 - ii. Higher duties allowance shall only be paid when the employee has been directed by the Service to relieve in such position.

- c. This clause shall not apply when an employee in a higher classification is absent by reason of his or her allocated day or days off duty.

18. Flexible Work Practices

- a. Permanent part-time employee
- i. A permanent part-time employee means an employee who is permanently appointed by the Service to work a specified number of hours to a maximum of thirty-two (32) hours per week except in emergency or urgent circumstances.
 - ii. Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in clause 40, Classification Structure, of this Award a minimum payment of two (2) hours for each start.
 - iii. Other than as set out in this clause, a permanent part-time employee is entitled to the terms of employment set out in this Award, calculated on a pro-rata basis, in the same proportion as the part-time hours bear to the full-time ordinary hours.
 - iv. Employees engaged under this clause shall not be entitled to allocated days off.
 - v. All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the unit or section concerned shall be paid for at the rate of time and one-half.
 - vi. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - vii. Notwithstanding the provisions of this clause, the Service and the Union may agree in writing, to observe other conditions in order to meet special cases.
- b. Temporary employee
- i. A temporary employee is one engaged for a set period not exceeding thirteen (13) weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than thirteen (13) weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine requirements of the Service, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.
 - ii. A temporary employee shall be paid in addition to all rates and allowances to which the said employee is entitled under this Award, an allowance equal to 10% of the rates prescribed for his or her classification by clause 40, Classification Structures, of this Award, provided that this subclause shall cease to apply upon:
 - a. the said period of engagement being extended after the said period of thirteen (13) weeks;
 - b. the employer and the employee agreeing during the said period of thirteen (13) weeks, that the employee shall be employed on a permanent part-time or full-time basis.
 - iii. For entitlement for payment in respect of annual leave, see *Annual Holidays Act 1944*.
- c. Casual employee
- i. A casual employee is an employee who is engaged and paid as such but does not include a part-time or fulltime work engagement. The nature of the work performed would be irregular, intermittent, urgent or short term.

- ii. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the fulltime employees employed on that shift in the station, unit or section concerned, shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - iii. Casual employees will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed for the appropriate classification in clause 40, Classification Structure, with a minimum payment of two hours for each start. In addition, a loading of 10% of the base hourly rate will be paid in recognition of the casual nature of the work and in lieu of all paid leave entitlements, other than long service leave in accordance with the provisions of the *Long Service Leave Act* 1955, and Annual Leave entitlements in accordance with the *Annual Holidays Act* 1944.
 - iv. Unless otherwise specified in this Award or when accessing the right to refuse work, casual employees are not entitled to paid leave (including leave prescribed in clauses 19 to 27) or unpaid leave other than unpaid parental leave as prescribed in Part 4 of the *Industrial Relations Act* 1996.
 - v. Casual employees are not entitled to time off in lieu of overtime or the accrual of additional days off (ADOs).
 - vi. Casual employees employed in one of the Service's Control Centres will be required to undertake and successfully complete all requirements identified as such by the Service to perform the role in which they are engaged.
- d. Shift Changes
- i. Where the Service's prior consent is given to swap a shift, the employee working the shift shall record the working of that shift on his or her time sheet with payment made accordingly.
 - ii. When the shift is swapped back it shall be for the same duration as the shifts previously swapped so as to ensure each employee maintains a thirty-eight (38) hours per week average.
 - iii. Where a shift is to be paid back it shall be done in the current agreed roster period or, where this is not practical, within the following agreed roster period, or in a future roster period approved by the Service.
- e. 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 fulltime 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 shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
 - (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (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 in accordance with clause 31, Issues Resolution, of this Award.
 - (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 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 fulltime 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 in accordance with clause 31, Issues Resolution, of this Award.
 - (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 shall 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 who might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer who 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 *Occupational Health and Safety Act 2000* 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 shall be dealt with pursuant to clause 31, Issues Resolution, 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.

19. Annual Leave

- a. As per the *Annual Holidays Act 1944*, as amended from time to time.
- b. In addition to the leave provided for by subclause (a) of this clause, seven-day shift workers, (that is, shift workers who are rostered to work regularly on Sundays and Public Holidays), shall be allowed one week's leave; provided that if during the year of employment an employee has served for only portion of it as a seven-day shift worker the additional leave shall be one day for every 36 ordinary shifts worked as a seven-day shift worker. In this subclause, reference to one week and one day shall include holidays and non-working days.
- c. Employees entitled to the additional annual leave pursuant to subclause (b) above, may elect to be paid an amount equivalent to the value of their additional leave entitlement, in lieu of taking the additional

leave. Such election is to be made in writing by the employee at the commencement of each year of employment.

- d. Except as otherwise provided in this subclause, the entitlement to the additional one week's leave shall be treated for all purposes (including termination), as an entitlement under the *Annual Holidays Act 1944*.
- e. The Service agrees subject to at least twenty-eight (28) days prior written authorisation by the employee, to pay employees Annual Leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.

20. Annual Leave Loading

- a. The provisions of this clause do not apply to casual employees.
- b. In this clause the *Annual Holidays Act 1944*, is referred to as "The Act".
- c. Before an employee is given and takes his or her annual holidays or, where by agreement between the Service and employee the annual holidays is given and taken in more than one separate period, then before each of such separate periods, the Service shall pay the employee a loading determined in accordance with this clause. (Note: the obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (f)).
 - i. The annual leave loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this Award.
 - ii. The Service agrees subject to at least twenty-eight (28) days prior written authorisation by the employee, to pay employees Annual Leave Loading entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- d. The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this Award, or, where such a holiday is given and taken in separate periods, then in relation to each separate period. (Note: See subclause (f) as to holidays taken wholly or partly in advance).
- e. The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (f) at the rate of seventeen and one half per cent of the appropriate ordinary weekly rate of pay prescribed by this Award for the classification in which the employee was employed immediately before commencing his or her annual holiday, but shall not include any allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this Award.
- f. No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he or she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (e) of this clause applying the Award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.
- g. Where an employee terminates his or her service or where and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday for which he or she became entitled, he or she shall be paid a loading calculated in accordance with subclause (d) for the period not taken.
- h. Where the employment of an employee is terminated by his or her Service for a cause other than misconduct, he or she shall be paid a loading calculated in accordance with subclause (d) for the period not taken where at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he or she became entitled.

- i. Where the employment of an employee is terminated by his or her Service for other than misconduct, he or she shall be paid a loading calculated at seventeen and one half per cent of all payment due to him or her under the *Annual Holidays Act 1944*, where at the time of termination the employee has not become entitled to an annual holiday.

21. Public Holidays

- a.
 - i. Public holidays shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee shall be paid one and one half day's pay in addition to the weekly rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.
 - ii. For the purposes of this clause the following shall be deemed Public Holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday for the State shall be holidays for the purpose of this Award.
 - iii. Shift workers rostered off duty on a public holiday shall:
 - a. be paid one day's pay in addition to the weekly rate; or if the employee so elects,
 - b. have one day added to his or her period of annual leave.
 - iv. The election referred to in paragraph (iii) of this subclause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- b.
 - i. In addition to those public holidays specified in paragraph (a)(ii) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date which is agreed upon between the Union and the Service and shall be regarded for all purposes of this clause, as any other public holiday.
 - ii. The foregoing will not apply in areas where, in each year, a day in addition to the ten named public holidays specified in paragraph (a)(ii) is proclaimed and observed as a public holiday for the area, and will not apply to those areas where, in each year, at least two half days, in addition to the ten named public holidays specified in paragraph (a)(ii), are proclaimed and observed as half public holidays.
 - iii. Provided further, that in areas where each year, only one half day, in addition to the ten named public holidays specified in paragraph (a)(ii) is proclaimed and observed as a half day holiday for the purposes of this Award, the whole day will be regarded as a public holiday and no additional public holiday which otherwise would, as a result of this subclause apply, will be observed.
- c. Special holidays proclaimed for any city or town are to be granted or equivalent payment made in lieu thereof to employees, either day workers or shift workers, employed in such towns or cities. Equivalent payment means double time and one half.

Where a shift workers rostered day off falls due on such day, he or she shall be paid, in addition to their appropriate rate of pay, an extra day or half-days pay at ordinary rates whichever is applicable.
- d. All time required to be worked by a casual employee on a public holiday shall be paid for at double time and a half, such rate is in substitution for and not cumulative upon any shift premium prescribed in clause 12 of this Award or any loading or additional entitlement prescribed in clause 18(c) of this Award. The provisions of subclause (a) to (c) of this clause shall not apply to casual employees.

22. Family and Community Services Leave and Personal/Carers' Leave

Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements. The provisions of this clause do not apply to casual employees. Casual employee entitlements are as prescribed subclause 4.4 in the NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

A. FACS Leave

(a) FACS Leave - General

- (i) For the purpose of this clause relating to FACS leave: "relative" means a person related by blood, marriage or affinity;

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

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

- (ii) A manager may grant FACS leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (iii) FACS leave replaces compassionate leave.

- (iv) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge unless the Chief Executive Officer or authorised delegate approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

(b) FACS Leave - entitlement

- (i) The maximum amount of FACS leave on full pay that may be granted to an employee is:

- (1) three working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of two years; or
- (2) one working day, on a cumulative basis effective from 1 January 1995, for each year of service after two years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

- (ii) For the purposes of calculating entitlements under (b)(i)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of eight hours. For shift workers the rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee takes FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to six days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the six days entitlement.

- (iii) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift e.g. of four hours, the employee would be debited four hours of FACS leave. Likewise, if the employee was rostered for eight hours and was absent for the full 8 hours on FACS leave, he/she would be debited eight hours of FACS leave.

- (c) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to two days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in paragraph (a)(i) of Part A of this clause.

- (d) Use of other leave entitlements

A manager may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

B. Personal/Carer's Leave

- (a) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (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 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
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the 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 purpose of this clause relating to Personal/Carer's Leave:
 - "relative" means a person related by blood, marriage or affinity;
 - "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - "household" means a family group living in the same domestic dwelling.
- (b) Use of sick leave to care for the person concerned - entitlement
- (i) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (a) of Part B, of this clause.
 - (ii) Other than an employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
 - (iii) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (ii) above, sick leave untaken from the previous three years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
 - (iv) A manager may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (iii) above.
 - (v) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
 - (vi) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
 - (vii) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
 - (viii) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (ix) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.
- (c) Use of other leave entitlements
- An employee may elect, with the consent of the employer, to take:

- (i) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken. 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.
 - (ii) long service leave; or
 - (iii) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (a) of Part B of this clause.
- (d) Time off in lieu of payment of overtime
- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
 - (ii) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (iii) If, having elected to take time as leave in accordance with (d)(i) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (iv) Where no election is made in accordance with paragraph (d)(i) above, the employee shall be paid overtime rates in accordance with the provisions of clause 9, Overtime.
- (e) Use of make-up time
- (i) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clauses 7 and 8 of this Award, at the ordinary rate of pay.
 - (ii) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

23. Maternity, Adoption and Parental Leave

This clause is to be read in conjunction with Section 5 of the NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service and the Service's Maternity Leave Operating procedure PRO2018-002, as amended or replaced from time to time.

A. Maternity Leave

- (a) Eligibility for Paid Maternity Leave
 - (i) Full time employees

Female employees who prior to the expected date of birth, have completed at least forty (40) weeks' continuous service (of not less than 31.25 hours per week) are eligible for paid maternity leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged on a permanent part-time basis as defined by their Award. Female employees employed on this basis are entitled to pro-rata paid maternity leave after forty (40) weeks continuous service.

(iii) An employee who has once met conditions for paid maternity leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid maternity leave, unless:

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay or leave without pay associated with an illness or injury compensable under workers' compensation legislation.

(b) Entitlements to Paid Maternity Leave

(i) Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.

(ii) Paid maternity leave may be paid: on a normal fortnightly basis; or in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

(iii) Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(c) Entitlements to Unpaid Maternity Leave

(i) An employee entitled to paid maternity leave is entitled to a further period of unpaid maternity leave of not more than twelve (12) months from the actual date of birth. The leave therefore does not extend beyond the child's first birthday.

(ii) Fulltime or permanent part time female employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(d) Applications for Maternity Leave

(i) An employee who intends to proceed on maternity leave should formally notify their manager (in writing) of such intention as early as possible however, not less than eight (8) weeks prior to the commencement of leave. This notice must include a statement of:

- (1) The intention to proceed on maternity leave;
- (2) The expected date of birth certified by a medical practitioner;
- (3) The period of leave to be taken;
- (4) The date on which maternity leave is to commence;

- (5) A Statutory Declaration stating any period of parental leave sought or taken by the employee's spouse. This declaration must also state that the applicant is the child's primary caregiver for the period of leave sought.
 - (6) The entitlement to maternity leave is reduced by any period of parental leave taken by the employee's spouse. Apart from parental leave of one (1) week at the time of birth, maternity leave is not to be taken concurrently with parental leave except as otherwise provided at paragraph (a)(i) of Part D of this clause.
- (e) Applications for Further Maternity Leave
- (i) Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.
 - (ii) An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under paragraph (c)(i) of Part A of this clause or paragraph (a)(ii) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).
 - (iii) An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under paragraph (a)(iii) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.
 - (iv) An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under paragraph (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

(f) Variations of Maternity Leave

After commencing maternity leave, an employee may vary the period of her maternity leave -

- (i) once without the consent of the Service, but with a minimum of fourteen (14) days' notice in writing; and
- (ii) otherwise with the consent of the Service, with a minimum of fourteen (14) days' notice in writing.

However, more advanced notice is encouraged, especially for uniformed staff because of roster arrangements.

(g) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act* 1996 (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave; offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(h) Effect of Maternity Leave on Accrual of Leave, Increments, etc.

- (i) Unpaid maternity leave does not count as service for the purposes of accruing sick leave (unless the period of unpaid leave is less than one month, although it is unlikely that unpaid maternity leave would be for such a lesser period), annual leave (unless the period of unpaid maternity leave is less than 28 calendar days) or long service leave (unless the

employee has completed 10 years' service and the period of unpaid maternity leave is less than six months).

- (ii) Unpaid maternity leave is not to be counted as service for determining incremental progression. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis. Notwithstanding the foregoing, increments based on age must be paid on attainment of the appropriate age.
 - (iii) During a period of unpaid maternity leave the employee will not be required to meet the employer's superannuation liability. The employee will, however, be required to make any necessary arrangements for their own contributions.
 - (iv) When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.
 - (v) Except in the case of employees who have completed ten (10) years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten (10) years' service, the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months.
 - (vi) Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received, i.e. public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.
- (i) **Illness Associated with Pregnancy**
- (i) If, because of an illness associated with her pregnancy, an employee is unable to continue to work, then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take any sick leave without pay.
 - (ii) Where an employee is entitled to paid maternity leave but, because of illness or injury, is on workers' compensation, sick, annual, long service leave, or sick leave without pay prior to the birth, such leave will cease nine (9) weeks prior to the expected date of birth. The employee will then commence on maternity leave with the normal provisions applying.
- (j) **Effect of Premature Birth on Payment of Maternity Leave** An employee who gives birth prematurely prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date she enters on leave to give birth to the child.
- (k) **Stillbirth**
- In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave or maternity leave, subject to production of a medical certificate. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (l) **Miscarriage**
- In the event of a miscarriage, any absence from work is to be covered by the current sick leave provisions.
- (m) **Fitness to Continue Working During Pregnancy and Alternative Work**
- (i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to

continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.

- (ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily perform, until maternity leave commences. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(n) Right to Return to Previous Position

- (i) An employee who returns to work after maternity leave has a right to return to her former position.
- (ii) Where this position no longer exists, the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable and/or qualified.

(o) Portability of Service for Paid Maternity Leave

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector as defined in the *Government Sector Employment Act 2013*, as amended or replaced from time to time, will be recognised, provided that:

service was on a full time or permanent part time (as specified) basis;

cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

the employee commences duty with the new employer on the next working day after ceasing employment with the former employer. (There may be a break in service of up to 2 months before commencing duty with the new employer, provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

Portability of service for paid maternity leave involves the recognition of service in government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public service department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

B. Adoption Leave

(a) Eligibility for Adoption Leave

- (i) All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are entitled to unpaid adoption leave.
- (ii) Employees who are adopting a child and are to be the primary care giver of the child are entitled to paid adoption leave as follows:

Full time employees

Employees who, prior to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for paid adoption leave.

Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid adoption leave after forty (40) weeks continuous service.

- (iii) An employee who has once met conditions for paid adoption leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid adoption leave, unless:
- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
 - (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.

(b) Entitlements

(i) Paid Adoption Leave

Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay. This leave may commence from the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(ii) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(c) Applications for Adoption Leave

- (i) Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave, normally eight weeks prior. This will allow arrangements associated with the adoption leave to be made.
- (ii) A statement must also be provided from the adoption agency or appropriate body/government authority confirming that the applicant/ employee is to have custody and the expected date of placement of the child.

- (d) Applications for Further Adoption Leave
Same provisions as maternity leave.
- (e) Variations of Adoption Leave
Same provisions as maternity leave.
- (f) Staffing Provisions
Same provisions as maternity leave.
- (g) Effect of Adoption Leave on Accrual of Leave, Increments, etc.
Same provisions as maternity leave.
- (h) Right to Return to Previous Position
Same provisions as maternity leave.
- (i) Portability of Service for Paid Adoption Leave
Same provisions as maternity leave.

C. Parental Leave

- (a) Eligibility for Parental Leave
 - (i) Fulltime employees
Employees who, prior to the expected date of birth or to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for parental leave.
 - (ii) Permanent part-time employees
Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid parental leave after forty (40) weeks continuous service.
 - (iii) An employee who has once met conditions for parental leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of parental leave, unless:
 - (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
 - (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.
- (b) Entitlements
Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (i) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave).
- (ii) the entitlement of one week's paid leave may be taken at anytime within the 52-week period and shall be paid at the employee's ordinary rate of pay for a period not exceeding one week on full pay, or two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (iii) a further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).
- (iv) extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at paragraph (a)(i) of Part D of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave at half pay to enable an employee to remain on full pay for that period.

(c) Applications for Parental Leave

- (i) An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.
- (ii) The employee should give written notice of the intention to take the leave, at least four weeks before proceeding on leave, and should detail the dates on which they propose to start and end the period of leave. It is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (iii) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (iv) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

if applicable, the period of any maternity leave sought or taken by his spouse, and

that they are seeking the period of extended parental leave to become the primary caregiver of the child.

(d) Variations of Parental Leave

Same provisions as maternity leave.

(e) Staffing Provisions

Same provisions as maternity leave.

(f) Effect of Parental Leave on Accrual of Leave, Increments, etc.

Same provisions as maternity leave.

(g) Right to Return to Previous Position

Same provisions as maternity leave.

(h) Portability of Service for Paid Parental Leave

Same provisions as maternity leave.

D. Right to Request

(a) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of maternity, adoption or 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 shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) The employee's request and the employer's decision made under subclauses (a)(ii) and (iii) of this Part must be recorded in writing.

(d) Where an employee wishes to make a request under subclause (a)(iii) of this Part:

- (i) the employee is to make an application for leave without pay to reduce their full time weekly hours of work;
- (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given
- (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's fulltime hours, that is for long service leave the period of service is to be converted to the fulltime equivalent and accredited accordingly.

E. Communication During Leave

(a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (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 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 the leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, 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 subclause (a) of this Part.

24. Study Leave

Employees shall be granted Study Leave on such terms and conditions prescribed in Section 6 of the *NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service*, as amended or replaced from time to time.

25. Trade Union Leave

Employees shall be granted Trade Union Leave on such terms and conditions prescribed in Section 14 of the *NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service*, as amended or replaced from time to time.

26. Long Service Leave

- (a) Employees, other than service as a Casual Employee, shall be granted long service leave on such terms and conditions as may be applicable from time to time to employees employed under the provisions of the *Government Sector Employment Act 2013*, as amended or replaced from time to time, and the regulations made thereunder. This includes the taking of long service leave on half pay.
- (b) Casual Employees (including any service as a Casual Employee) shall be granted long service leave on such terms and conditions as may be applicable from time to time under the provisions of the *Long Service Leave Act 1955*, as amended or replaced from time to time.
- (c) Where an employee has accrued a right to an allocated day of duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

27. Sick Leave

- (a) Fulltime employees shall, subject to the production of a medical certificate or other evidence satisfactory to the Service (which may include a statutory declaration) be entitled to sick leave as follows:
- (i) For service prior to 1 July 1985, five (5) days sick leave during the first year of service and eight (8) days' sick leave for the second and subsequent years of service, and
- (ii) For service from 1 July 1985, ten (10) days sick leave during each year of service, provided that any employee employed prior to 1 July 1985 shall not be entitled to accrue sick leave at the rate referred to in this paragraph until the employee's first anniversary date on or after 1 July 1985.
- (iii) All sick leave referred to in this subclause shall be granted on full pay.
- (iv) Each day of sick leave shall be equal to the number of hours an employee works in a normal rostered shift. This subclause shall only apply to Control Centre Communications Assistants.
- (b) An employee shall notify the Service, where practicable, of his or her inability to attend for duty at least four (4) hours but, in any case no less than one (1) hour before the commencement time of duty and inform the Service as far as possible the estimated duration of same.
- (c) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the Service until the employee completes such three months of employment at which time the payment shall be made.

- (d) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers compensation; provided, however, that the Service shall pay to an employee who has sick leave entitlement under this clause, the difference between the amount received as workers compensation, and full pay. If the Service pays such difference, the employee's sick leave entitlement under this clause shall be proportionately reduced for each week during which such difference is paid.
- (e) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year.
- (f) Permanent part-time employees shall, subject to the provisions of this clause, be entitled to proportionate amount of sick leave. The amount of sick leave to which a permanent part-time employee is entitled in any year shall bear the same ratio to sick leave prescribed during that year of service for full-time employees; as permanent part-time employee's normal ordinary hours of work for a week during such year would be borne to full-time employee's normal weekly hours of work.
- (g) Service before the date of this Award shall be counted for the purpose of assessing the annual sick leave entitlement but accumulated leave at the credit of the employee at the commencement of this Award will not be increased or reduced by the operation of this clause.
- (h) If an agreed holiday occurs during an employee's absence on sick leave then such agreed holiday shall not be counted as sick leave.

28. Climatic and Isolation Allowance

- (a) Subject to subclause (b) of this clause, employees attached to Ambulance Workplaces situated upon or to the West of a line drawn as herein specified, shall be paid the allowance specified in clause 41, Climatic and Isolation Allowance, of this Award in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at Tocumwal and thence to the following town in the order stated, namely - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (b) Employees attached to Ambulance Workplaces situated upon or to the West of a line drawn as herein specified shall be paid an allowance specified in clause 41, Climatic and Isolation Allowance, of this Award, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following town in the order stated, namely - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (c) The allowances prescribed by this clause are not cumulative.
- (d) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

29. Benefits Not to be Withdrawn

Except in so far as altered expressly or by necessary implication, nothing in this Award shall, in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Award.

30. Payment and Particulars of Wages

- (a) Wages shall be paid fortnightly by electronic transfer.
- (b) On each pay day, employees shall be furnished with a statement showing the gross amount of ordinary wages and overtime together with separate details of all deductions.

- (c) Overtime and penalty rates shall be paid within one week from the pay day succeeding the day or days on which such overtime or penalty rates were worked.
- (d) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee except where agreement as to another method of payment has been reached between the Union and the Service due to the isolation of a workplace. Salaries shall be deposited by the Service in sufficient time to ensure that wages are available for withdrawal no later than pay day provided that this requirement shall not apply where employees nominate accounts of non-bank financial institutions which lack the technological or other facilities to process salary deposits within twenty four (24) hours of the Service making their deposits with such financial institutions but in such cases the Service shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- (e) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
 - (i) Underpayment
 - (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
 - (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
 - (ii) Overpayment
 - (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
 - (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.
 - (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
 - (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (ii)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
 - (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (ii)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

31. Issues Resolution

- (a) The parties must:
 - (i) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Service and individual employees; and
 - (ii) abide by the procedures set out in this clause to resolve any issue which might arise; and

- (iii) place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this clause "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
 - (i) the interpretation, application or operation of this Award; or
 - (ii) any allegation of discrimination in employment within the meaning of the *Anti-Discrimination Act 1977* which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- (c) Any issue, and in the case of a grievance or dispute any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of the employee(s).
- (d) If the issue is not resolved within a reasonable time it must be referred by the employee(s) immediate supervisor to his or her supervisor (or his or her nominee) and may be referred by the employee(s) to the Union Organiser for the Service. Discussions at this level must take place and be concluded within two working days.
- (e) If the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the Chief Executive Officer (and/or his or her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods may be agreed.
- (f) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, either party may seek to have the matter mediated by an agreed third party, or the matter may be referred, in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission for its assistance in resolving the issue.
- (g) The parties agree that during these procedures normal work will continue and there will be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (h) Throughout all the stages of these procedures adequate records must be kept of all discussions.
- (i) These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

32. Union Subscriptions

The Service agrees, subject to prior written authorisation by the employee, to deduct Union Subscriptions from the pay of the authorising employee.

33. Union Noticeboards

Each Workplace shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Union representatives shall be permitted to post Union notices.

34. Anti-Discrimination

- (a) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the issues 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, has a direct or in direct discriminatory effect.

- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

35. Reasonable Hours

- (i) Subject to subclause (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 subclause (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.

36. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 6, Wages, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 37, Salary Packaging, of this award may be made up to 100% of the salary payable under the salaries clause, or up to 100% of the currently applicable superannuable salary, whichever is the lesser.

In this clause, 'superannuable salary' means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:

- (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the wages clause in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*.

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 6, Wages, of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

37. Salary Packaging

1. By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Policy Directive PD2018_044 Salary Packaging, as amended or replaced from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100% of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in clause 6, Wages, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but, will pass this cost on to the employee. The employer's share of savings, the combined administration cost and the value of the package benefits, are deducted from pre-tax dollars.
5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the *NSW Health Policy Directive PD2018_044 Salary Packaging*.
7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
9. The employer and the employee shall comply with the procedures set out in the *NSW Health Policy Directive PD2018_044 Salary Packaging*, as amended or replaced from time to time.

38. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2014* (or its successor however described), there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for

extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2023 by a party to this Award.

39. Area, Incidence and Duration

- a. This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The wage rates as outlined in Part B, clause 40, Classification Structure, will apply from the first full pay period on or after 1 July 2022.
- b. This Award replaces and rescinds the Ambulance Service of New South Wales Administrative and Clerical Employees (State) Award 2021 published 6 August 2021 (Vol. 389 I.G. 660) and all variations thereof.
- c. This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.

PART B

40. Classification Structure

Pay rates and allowances for the period from 1 July 2022 until the commencement of the increased rates as outlined below (that apply from the first full pay period on or after (ffppoa) 1 July 2022) shall be the equivalent rates and allowances contained in the Ambulance Service of New South Wales Administrative and Clerical Employees (State) Award 2021 as at 30 June 2022.

Classification	Frequency	04-Jul-2022 \$
Administrative Assistants		
Junior		
At 16 Years	Weekly	735.8
At 17 Years	Weekly	768.41
Grade 1		
1st Year	Weekly	824.1
2nd Year	Weekly	841.87
3rd Year	Weekly	863.36
4th Year	Weekly	901.17
5th Year and Thereafter	Weekly	932.81
Grade 2		
1st Year	Weekly	966.87
2nd Year	Weekly	989.37
3rd Year	Weekly	1005.36
4th Year and Thereafter	Weekly	1028.5
Grade 3		
1st Year	Weekly	1047.58
2nd Year	Weekly	1075.14
3rd Year	Weekly	1120.56
4th Year and Thereafter	Weekly	1144.91
Grade 4		
1st Year	Weekly	1170.72
2nd Year	Weekly	1195.3
3rd Year	Weekly	1220.65
4th Year and Thereafter	Weekly	1246.25
Senior		
Grade 1		
1st Year	Weekly	1270.49
2nd Year and Thereafter	Weekly	1301.38

Grade 2		
1st Year	Weekly	1340.86
2nd Year and Thereafter	Weekly	1374.13
Grade 3		
1st Year	Weekly	1419.66
2nd Year and Thereafter	Weekly	1454.95
Pay Clerks		
Grade 3/4		
1st Year	Weekly	1199.39
2nd Year and Thereafter	Weekly	1303.57
Senior and Thereafter		
1st Year and Thereafter	Weekly	1374.13
Administrative Officer		
Grade 1		
1st Year	Weekly	1508.85
2nd Year and Thereafter	Weekly	1549.65
Grade 2		
1st Year	Weekly	1575.12
2nd Year and Thereafter	Weekly	1617.11
Grade 3		
1st Year	Weekly	1669.03
2nd Year and Thereafter	Weekly	1720.54
Senior		
Grade 1		
1st Year	Weekly	1789.33
2nd Year and Thereafter	Weekly	1841.37
Grade 2		
1st Year	Weekly	1898.79
2nd Year and Thereafter	Weekly	1956.24
Computer Operator		
Grade 1		
1st Year	Weekly	988.04
2nd Year	Weekly	1013.19
3rd Year	Weekly	1052.43
4th Year and Thereafter	Weekly	1078.89
Grade 2		
1st Year	Weekly	1087.38
2nd Year	Weekly	1154.5
3rd Year and Thereafter	Weekly	1194.51
Computer Programmer		
1st Year	Weekly	1416.8
2nd Year	Weekly	1505.76
3rd Year	Weekly	1664.75
4th Year and Thereafter	Weekly	1785.9
Operations Centre Communications Assistants		
Trainee	Weekly	1154.5
1st Year	Weekly	1230.27
2nd Year	Weekly	1257.26
3rd Year	Weekly	1283.51
4th Year and Thereafter	Weekly	1310.85
Operations Centre Assistant Supervisor		
1st Year	Weekly	1247.78
2nd Year	Weekly	1274.25
3rd Year	Weekly	1301.15
4th Year and Thereafter	Weekly	1328.04

Operations Centre Senior Supervisor		
1st Year	Weekly	1354.06
2nd Year and Thereafter	Weekly	1387.38
Quality Support Coordinator		
1st Year	Weekly	1669.03
2nd Year and Thereafter	Weekly	1720.54

41. Climatic and Isolation Allowance

Clause	Allowance Description	Frequency	04-Jul-2022 \$
28(a)	Climatic and Isolation Allowance - Time and Half Zone	Weekly	5.28
28(b)	Climatic and Isolation Allowance - Double Zone	Weekly	10.56

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (FIRE & RESCUE NSW TRADESPERSONS) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Fire and Rescue NSW.

(Case No. 194654 of 2022)

Before Chief Commissioner Constant

2 August 2022

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Hours
3.	Rostered Days Off
3a.	Nine Day (9) Fortnight
4.	Payment of Wages
5.	Rates of Pay
6.	Parties Bound
7.	Savings of Rights
8.	Relationship to Acts/Awards for Apprenticeships
9.	Union Subscriptions
10.	Fleet Tradespersons Multi-skilling
11.	FVR Classification Structure & Labour Flexibility
12.	Additional Wage Rates
13.	Special Rates
14.	Team Leader Allowance and Higher Duties
15.	Higher Grade Pay
16.	Authorised Heavy Vehicle Allowance
17.	On Call Allowance
18.	Tool Allowance
19.	Apprentice Tool Loan
20.	Fire Equipment Allowance
21.	Apprentice to Tradesperson
22.	Overtime and Penalty Rates
23.	Meal Allowance
24.	Travelling Time and Fares
25.	Travelling Expenses
26.	Annual Leave
27.	Annual Leave Loading
28.	Holidays
29.	Long Service Leave
30.	Sick Leave
31.	Bereavement Leave
32.	Clothing
33.	Insurance of Tools
34.	Procedure on Charge
35.	Anti-Discrimination
36.	Term of Employment

37. Grievance and Dispute Resolution Procedures
38. Personal/Carer's Leave – August 1996
39. Maternity Leave
40. Parental Leave
41. Adoption Leave
42. Family and Community Service Leave
43. Trade Union Leave
44. Supplementary Labour
45. Salary Packaging Arrangements
46. Calculations
47. No Extra Claims
48. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances - from the Crown Employees (New South Wales Fire Brigade - Maintenance, Construction and Miscellaneous new award

Table 3 Allowances - from NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008

PART A

1. Definitions

"Commissioner" means the Commissioner of Fire and Rescue NSW (FRNSW) holding office as such under the *Government Sector Employment Act 2013*, or his/her delegate.

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

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

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

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

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

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

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

"Resignation" means voluntarily leaving the service of FRNSW.

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

"Union" means the:

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

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

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

having regard for their respective coverage.

2. Hours

2.1 The ordinary working hours of employees shall not exceed 38 hours per week, to be worked not exceeding 8 hours per day, as determined by FRNSW.

2.1.1 The ordinary working hours of Fire Vehicle Repairers shall not exceed 76 hours per fortnight, to be worked not exceeding 8.5 hours per day, as determined by FRNSW.

2.2 The ordinary working hours of cleaners shall not exceed 35 hours per week, to be worked in shifts not exceeding 8 hours per day, as determined by FRNSW.

2.3 FRNSW may require an employee to perform duty beyond the hours determined under subclause 2.1 of this clause but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

2.3.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,

2.3.2 any risk to employee health and safety,

2.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,

2.3.4 the notice (if any) given by FRNSW regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours, or

2.3.5 any other relevant matter.

3. Rostered Days Off

3.1 The Rostered Day Off (RDO) provisions of clause 2, Hours-Day Workers, of the Skilled Trades Award, (as defined) shall apply to all employees employed in the Communications Section. The same provisions, but as varied by the provisions of subclauses 3.2, 3.3, 3.4, 3.5 & 3.6, shall apply to all other employees covered by this Award.

3.2 RDO shall be taken in accordance with the roster. Those staff who are on call and therefore work on the RDO day as part of the roster will normally take their RDO on the following Monday when they are off call.

3.3 RDO are to be taken as and when they fall due unless a special arrangement is agreed to pursuant to sub clause 3.6.3 or;

3.3.1 under exceptional circumstances, where the clearing of the RDO day may be delayed, with prior approval.

- 3.4 Appropriate records will be kept by the Department of the dates on which each employee takes a RDO. Such records will be available for perusal by the employee on request.
- 3.5 Where an employee is asked and elects to work on the pre-determined RDO, in accordance with subclause 2.1 of clause 2, Hours-Day Workers, of the Skilled Trades Award (as defined), the compensation paid in accordance with subclause 2.5 of the said clause 2 (i.e. Saturday rates), shall be the employee's only entitlement for working on the RDO.
- 3.6 Employees may elect, with the consent of the employer, to take a rostered day off at any time.
- 3.6.1 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 3.6.2 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- 3.6.3 This subclause is subject to the employer informing each union which is both party to the Award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the union(s) to participate in negotiations.

3a. Nine Day (9) Fortnight

- 3a.1 Employees covered by this award may elect to work a nine-day (9) fortnight.
- 3a.2 Employees covered by this award who elect not to work a nine-day (9) fortnight, will work pursuant to the arrangements expressed in Clause 3.
- 3a.3 All employees electing to work a nine-day (9) fortnight shall work 8 hours and 27 minutes per day for nine continuous working days. (This is $8.45 \times 9 = 76.05$)
- 3a.4 The following conditions will apply for the taking of a nine-day (9) fortnight:
- 3a.4.1 After working nine (9) days, an employee may have one day rostered off on either a Monday or Friday.
- 3a.4.2 There is to be no more than **five (5)** employees on a rostered day off on any day.
- 3a.4.3 Employees will take two (2) rostered days off per four-week period.
- 3a.4.4 Two (2) days notice is required for a change to a rostered day off. Less notice period will be considered in reasonable circumstances.
- 3a.4.5 Existing shift and roster swap arrangements continue to apply.
- 3a.5 Employees attached to the Workshop or Field Service Function may elect to work one of the following two options:
- 3a.5.1 Commencing time of 06.30 with a lunch break from 12.00 to 12.33 and a ceasing time of 15.30; or
- 3a.5.2 Commencing time of 07.00 with a lunch break from 12.00 to 12.33 and a ceasing time of 16.00.
- 3a.6 Employees working On-Call and the LSV shall work the following:
- 3a.6.1 Commencing time of 07.30 with a lunch break of 33 minutes and a ceasing time of 16.30.

- 3a.6.2 On the last day of the allocated shift, the exiting employee only shall commence work in line with 3a.5.1.
- 3a.7 For the shifts expressed at 3a.5.1; 3a.5.2 and 3a.6.1 the following conditions will apply:
- 3a.7.1 A minimum number of five (5) employees will be required for each commencement and ceasing time on any working day.
- 3a.7.2 A change to a shift can only occur on a fortnight basis and with reasonable notice.
- 3a.7.3 Where shift times are not adhered to within 5 minutes of commencement and cessation, employees will be deducted leave without pay in equivalent increments for each occasion.

4. Payment of Wages

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

5. Rates of Pay

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

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

6. Parties Bound

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

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

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

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

7. Savings of Rights

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

8. Relationship to Acts/Awards for Apprenticeships

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

9. Union Subscriptions

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

10. Fleet Tradespersons Multi-Skilling

- 10.1 While Apprentice training shall be principally focused on those activities specific to each Apprentice's trade classification, the Department shall, where possible, coordinate and make available work of a similar nature and skill to that contained in the modules studied from time to time by the Apprentice as part of their external Technical and Further Education studies.
- 10.2 The work of a "similar nature and skill" referred to in subclause 10.1, shall where appropriate be made available to Apprentices for the purposes of overtime.
- 10.3 Employees will identify and select spare parts as required from the store during normal work hours and after hours. When using parts from the store the employees will record parts usage, utilising the systems provided which may be written or electronic. Where necessary employees will provide information as required to assist in parts identification and provide the part number itself with reference to manuals - paper and electronic.
- 10.4 Appliance servicing will continue in Station on a State-wide basis.

11. FVR Classification Structure and Labour Flexibility

- 11.1 Fire Vehicle Repairers (FVR) employed by FRNSW perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance and mechanical repairs. Those tasks include the performance of peripheral and incidental tasks and assisting other staff so as to complete the whole job.
- 11.2 In recognition of the skills and knowledge brought to the performance of tasks by FVR's, the following classification structure is to be applied from the first full pay period to commence on or after the 1 July 2018. Levels 2, 3 and 4 however, cannot be accessed earlier than the date this Award is varied in 2018.

Fire Vehicle Repairer	Definition	% of Weekly Wage
Level 1	Holds relevant Trades certificate	100%
Level 2	Required to use skills/knowledge of other trades of 120 hours & at completion of 12 months continuous service	105%
Level 3	Required to use skills/knowledge of other trades of 240 hours	110%
Level 4	Required to use skills/knowledge of other trades of 360 hours	115%

Note: Actual rates are shown in Part B and will be increased with annual movements to wage and wage related allowances.

- 11.3 Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

- 11.3.1 Approved Courses - are TAFE courses and any others that FRNSW approves, in consultation with the relevant Union. Courses approved however must relate to the acquisition of new skills (performing additional functions) and not simply the modernisation or updating of current work practices or methods (performing the same functions better/differently - for example, personal OH&S related courses, updated inventory or programmed maintenance systems, new computer software etc.).

Placement

- 11.4 FRNSW will determine where each tradesperson should be placed within the classification structure, in consultation with the relevant Union.
- 11.4.1 This must be done firstly by determining which skills/knowledge, above classification level 1 skills, are regularly required of the tradesperson and secondly, in relation to each of those, determining whether the relevant approved course has been successfully completed or, alternatively, in respect of FVR's in employment as at 1 July 2018, determining whether the skills/knowledge possessed by the tradesperson is equivalent to skills/knowledge acquired from successfully undertaking the approved course.
- 11.4.2 Where the FVR in question is placed within a classification in the structure greater than level 1, the employee is to be paid the higher rate from the first full pay period to commence on or after that date that the higher skill/knowledge was regularly required of the tradesperson.

Progression

- 11.5 Progression to classification levels 2, 3 and 4 is to be on the basis of the FVR in question having successfully undertaken at least 120 hours of additional approved course(s), and, being required to regularly use the skills/knowledge acquired in such courses. Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.
- 11.5.1 FRNSW will determine which and how many employees are to be regularly required to use additional skills/knowledge for which a higher classification level is to be paid.
- 11.5.2 FVR's at classification levels 2, 3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course(s) in order to continue to be paid the higher classification level.

Equivalent Skills

- 11.6 For the purposes of progression under the foregoing clause, FRNSW, in consultation with the relevant Union, may determine that the skills/knowledge possessed by and regularly required of a FVR who was in employment as at 1 July 2018, should be considered equivalent to skills/knowledge acquired from successfully undertaking an approved course/s. Any such decision requires that the FVR in question be credited with hours equivalent to that of the relevant approved course(s).

No Double Counting

- 11.7 There will be no credit toward progression to a higher classification level in relation to the performance of any function for which payment of an allowance is already made.

Leading Hand Allowances

- 11.8 Leading hand allowances, where applicable, will be paid in addition to the skill based increment of the tradesperson in question.

Disputes

- 11.9 The Grievance and Dispute Resolution Procedures of this award should be utilised if any disputes arise concerning implementation of this clause.

12. Additional Wage Rates

- 12.1 Electricians - An electrician who is the holder of a New South Wales electrician's licence shall be paid the amounts set in Item 1 of Table 2.

13. Special Rates

- 13.1 Confined Spaces - Working in a place the dimensions or nature of which necessitates working in a stooped or cramped position or without sufficient ventilation; the amount set out in Item 1 of Special Rates in Table 3.
- 13.2 Height Pay - Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the amounts set out in Item 2 of Special Rates in Table 3. Height shall be calculated from where it is necessary for the employee to place his hands or tool in order to carry out the work to such ground, deck, floor or water. For the purposes of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to an employee working on a suitable scaffold erected in accordance with the *Scaffolding and Lifts Act 1912*. An additional amount set in Item 2 of Special Rates in Table 3 shall be paid for every metre beyond that specified in Item 2 of Special Rates in Table 3.
- 13.3 Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid the amount set out in Item 2 of Special Rates in Table 2 per hour extra with a minimum payment also set out in Item 2.
- 13.4 Extra Rates not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.
- 13.5 Rates not Subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the time at which the work is performed and shall not be subject to any premium or penalty additions.

14. Team Leader Allowance and Higher Duties

- 14.1 The Team Leader Allowance as provided for in Table 3 of this Award is in compensation for an employee being appointed as the supervisor of a section. Additionally, Team Leaders are required to undertake planning and scheduling activities as well as provide monthly section reports to the Operations Manager.
- 14.2 An employee covered under this Award engaged for more than five consecutive weekdays, on duties carrying a higher rate than employee's ordinary classification or entitling the employee to a Team Leader allowance, shall be paid the higher rate or allowance, as the case may be.
- 14.3 Where payment of the Team Leader allowance is due because of a temporary vacancy of more than five days, acting up will not be distributed to employees or paid in increments of less than 5 days per employee. Provided the employee actually acts up for 5 or more consecutive days.
- 14.4 When an employee covered by this Award acts up for less than five consecutive days in a position with a higher rate of ordinary pay than their substantive position, then pursuant to subclauses 14.2 and 14.3 of this Award, payment will not be made, but the time worked in that position will be counted for the purpose of subclause 11.5 of this Award.
15. Higher Grade Pay

15. Higher Grade Pay

- 15.1 An employee engaged for more than five consecutive weekdays, on duties carrying a higher rate than the employee's ordinary classification or entitling the employee to a Team Leader Allowance shall be paid the higher rate or allowance as the case may be.
- 15.2 Employees covered under this Award, who are engaged on duties in a classification appearing in the Crown Employees (Public Sector - Salaries 2019) Award, or successor, carrying a higher rate than the employee's ordinary classification, will be paid a higher duties allowance on a day by day basis (regardless of how many days such employee was acting in the higher graded position). This includes an employee who is on-call on a Saturday or Sunday, that is, the higher duties allowance is payable whilst on-call on a weekend. Such higher duties allowance is payable at 7 hours per day only.

16. Authorised Heavy Vehicle Allowance

- 16.1 An Authorised Heavy Vehicle Inspectors allowance is paid to employees covered under this Award who have successfully completed the Transport Roads and Maritime Services training course and therefore have been issued with a Heavy Vehicle Inspectors Number.
- 16.2 The Heavy Vehicle Inspectors allowance is provided for in Table 3 of this Award and is paid on a daily basis. The allowance is paid irrespective of the number of inspections undertaken. There is no allowance payable per each inspection undertaken. This allowance is subject to incremental adjustment linked to percentage increases in adjustments to rates of pay.
- 16.3 As directed by the department, suitably qualified fire vehicle repairers covered by this award will be required to obtain and maintain a Heavy Vehicle Inspector Number and undertake inspections as required as part of their normal duties.

17. On Call Allowance

- 17.1 An On Call Allowance is paid to employees covered under this Award who are working On Call as part of the normal roster or have been directed to work On Call. Minimum payment for emergency recall to duty shall be for four hours at appropriate penalty rates.
- 17.2 The On Call allowance provided for in Table 3A of this Award shall apply to all employees except those provided for in subclause 17.3.
- 17.3 The On Call allowance provided for in Table 3b of this Award shall apply only to Fire Vehicle Repairers.
- 17.4 The On Call allowance at subclause 17.3 comes into effect from the date this Award was varied in 2018.
- 17.5 The On Call allowances at subclauses 17.3 and 17.4 are subject to incremental adjustment linked to percentage increases in adjustments to rates of pay.

18. Tool Allowance

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

Classification

Bodymaker
Motor Mechanic
Painter (Vehicle)
Panel Beater
Automotive Electrician
Electronic Technician

Instrument Maker
Radio Mechanic
Telephone Mechanic
Fitter
Electronic Tradesperson
Fire Vehicle Repairer

Apprentices

Motor Mechanic
Automotive Electrician
Fitter
Electronic Technician

19. Apprentice Tool Loan

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

20. Fire Equipment Allowance

- 20.1 This allowance only applies to Tradespersons in the Fleet Management Unit.
- 20.1.1 Employees with a minimum of twelve (12) months continuous service covered by this Award shall be paid a fire equipment allowance as set out in Table 3 of this Award, as varied by the provisions of subclause 20.1.2.
- 20.1.2 Apprentices covered by this Award shall be entitled to be paid at the Non-Trades Staff rate of the allowance as set out in Table 3 of this Award after a minimum of twelve (12) months continuous service.

21. Apprentice to Tradesperson

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

22. Overtime and Penalty Rates

- 22.1 Subject as otherwise provided in this Award, all time worked in excess of the ordinary weekly hours of work shall be overtime and shall be paid for at the rate of time and one-half for the first 2 hours, and double time thereafter.
- 22.2 Each day shall stand alone for the purpose of computation of overtime pursuant to this paragraph.
- 22.3 All time worked on a Saturday shall be at the rate of time and one-half for the first 2 hours and double time thereafter, provided that where in any case of emergency an employee called out for work after 12 noon on Saturday shall be paid at the rate of double time.
- 22.4 All time worked on a Sunday shall be at the rate of double time and all time worked on a Public Holiday shall be at the rate of double time and one-half.
- 22.5 For the purpose of computing the hourly rate the weekly rate shall be divided by the number of ordinary hours per week prescribed for each employee.
- 22.6 An employee required to work 2 hours or more overtime immediately after the usual ceasing time shall be allowed a meal break of 20 minutes, which shall be paid for at the appropriate overtime rate.
- 22.7 The meal break shall be taken at the commencement of the overtime period or later by mutual arrangement with the officer for the time being in charge and the employee.
- 22.8 An employee working overtime shall be allowed a meal break of 20 minutes to be paid for at the appropriate overtime rate, after each 4 hours of overtime actually worked, provided that the employee is required to work at least a further 1 hour after the said 4 hours actually worked.
- 22.9 An employee whose ordinary hours do not include Saturday or Sunday or a public holiday shall be allowed meal breaks with pay only in respect of time worked outside what would be the usual hours of duty on an ordinary working day.
- 22.10 Call back - Minimum payment for emergency recall to duty shall be for four hours at appropriate penalty rates.
- 22.11 An employee may be directed by the FRNSW to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 22.11.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 22.11.2 any risk to employee health and safety,
 - 22.11.3 the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - 22.11.4 the notice (if any) given by the FRNSW regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
 - 22.11.5 any other relevant matter.

23. Meal Allowance

- 23.1 An employee required to work overtime for one and a half hours or more shall be paid the amount set in Item 1 of Meal Allowance in Table 3 for a meal and after the completion of each four hours on continuous overtime shall be paid the amount also set in Item 2 of Meal Allowance in Table 3 for each

subsequent meal in addition to his overtime payment, but such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.

- 23.2 An employee whose ordinary hours do not include a Saturday or Sunday or public holiday, shall receive the meal allowance prescribed by this clause when the time is worked outside what would be the usual hours of duty on an ordinary working day.

24. Travelling Time and Fares

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

25. Travelling Expenses

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

26. Annual Leave

- 26.1 Every employee shall be entitled to four weeks leave of absence, exclusive of public holidays, on the completion of each 12 months service, such leave shall be taken within 6 months after it becomes due, and reasonable notice be given by either party when leave is to commence. This clause governs the time in which past Annual Leave accrual should be taken with the exception provided for in subclause 26.6. In other words, an employee should work towards taking their Annual Leave from the year before in the first 6 months of the following year, however if there are reasons to the satisfaction of the employee and management of why this cannot be accomplished, then subclause 26.6 provides for flexibility.
- 26.2 Where an employee with one or more months' service but less than 12 months' service is discharged, dismissed, resigns, retires or dies, the employee or their legal personal representative shall be paid for each completed week of service an amount equal to one-twelfth of the employee's ordinary weekly rate payable at the date of the termination of service.
- 26.3 After the first completed year of service annual leave shall accrue at the rate of one and two-third days for each completed month of service.
- 26.4 The Annual Leave provisions of clause 31, General Leave Conditions and Accident Pay, of the Skilled Trades Award (as defined), shall apply, as varied by the provision of subclauses 26.5 and 26.6 to all employees covered by this Award.
- 26.5 Annual Leave shall be subject to pre-approval at least 5 weekdays prior and if approved may be taken in consecutive or single days.
- 26.6 The parties agree to jointly work towards reducing each employee's accrual of Annual Leave to the accumulation of twenty (20) days plus the current year's entitlement. The only exceptions being, in the case of family emergencies, or with prior notification of a planned extended holiday.

27. Annual Leave Loading

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

- 27.8 Rate of Payment – The annual leave loading is to be calculated on the salary or wage rate paid for the leave when taken, i.e., new rates granted by Award, agreement, determination, national wage case decision, increment, etc., during the period of leave are to be taken into account unless otherwise prescribed by Award or agreement and, if necessary, retrospective adjustment of the loading is to be made. Where payment is made as at 30 November, because no period of two weeks leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.
- 27.9 Provided adequate notice is given, the annual leave loading will be paid prior to entry on leave, normally at the same time as the advance on salary or wages.
- 27.10 In the case of an employee sent on annual leave pending an inquiry into the employee's services, the annual leave loading is not to be paid.
- 27.11 Retrospective payments will be made to employees who have qualified to receive payment of the annual leave loading since 1 December 1974.

28. Holidays

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

29. Long Service Leave

- 29.1 Long Service Leave, calculated from the date of appointment to the service, shall accrue in accordance with the following entitlement:
- 29.1.1 After service for 10 years, leave for 2 months on full pay or 4 months on half pay.
- 29.1.2 After service in excess of 10 years:
- 29.1.2.1 leave pursuant to paragraph 29.1.1, of this subclause; and
- 29.1.2.2 in addition, an amount of leave proportionate to the length of service after 10 years.
- 29.1.3 Long Service Leave shall not include annual leave but shall include public holidays occurring during the period when such leave is taken.
- 29.2 Where the service of an employee with at least 5 years' service and less than 7 years' service is terminated by FRNSW for any reasons or by the employee on account of illness, incapacity or domestic or other pressing necessity, the employee shall be entitled after 5 years' service to one month's leave on full pay and for service after 5 years', to a proportionate amount of leave on full pay calculated on the basis of 3 months leave for 15 years' service.
- 29.3 In the event of the death of an employee the value of long service leave due shall be paid to such dependants as FRNSW shall determine.
- 29.3.1 In the event of the termination of the employment of an employee for any reason other than death the money value of long service leave due to the employee shall be paid to such employee as a gratuity.
- 29.3.2 Long service leave as provided by this clause, shall, subject to the exigencies of the service, be granted by the FRNSW as and when such leave becomes due (i.e. after 7 years) or at any time thereafter; provided that notice in writing of intention to take such

leave shall be given to the FRNSW by the employee concerned at least 30 days before the date on which the employee desires that such leave should commence.

29.4 Notwithstanding anything elsewhere provided by this clause:

29.4.1 employees may apply to take pro-rata Long Service leave after the completion of (7) years of service. Additionally, employees with such service shall be entitled to pro-rata Long Service leave on resignation or termination.

29.4.2 employees may apply to take a period of Long Service leave at double pay provided that:

29.4.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.

29.4.2.2 The employees' leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.

29.4.2.3 Other leave entitlements, e.g. recreation leave, sick leave and Long Service leave will accrue at the single time rate where an employee takes Long Service leave at double time.

29.4.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at that single time rate.

29.4.3 Where a public holiday falls during a period of Long Service leave the employee shall be paid for that day and additionally it shall not be deducted from the period of leave.

29.4.4 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

30. Sick Leave

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

30.2 Sick leave not taken shall be cumulative to a maximum period of 120 days but payment of the monetary equivalent of sick leave not taken shall not be made.

30.3 Where an employee with ten or more years' service has taken all sick leave entitlement, FRNSW may, at its discretion, grant further sick leave with or without pay.

31. Bereavement Leave

31.1 In no way restricting the right of FRNSW to grant leave for compassionate reasons in other circumstances, an employee shall, on the death within Australia of a wife, husband, parent, brother, sister, child, stepchild, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild, be entitled, on notice, to leave up to and including the day of the funeral of such relation and such leave shall be without deductions of pay for a period not exceeding two ordinary working days. Proof of such death, shall, if requested, be furnished by the employee to the satisfaction of FRNSW; provided, however, that this clause shall have operation whilst the period of entitlement to leave under it coincides with any other period of entitlement to leave.

31.2 For the purpose of this clause, the words "wife" and "husband" shall include a person who lives with the employee as a de facto spouse.

31.3 Bereavement entitlements for casual employees

- 31.3.1 Subject to the evidentiary and notice requirements in clause 31.1 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 38.1.3 of clause 38 Personal/Carers Leave – August 1996.
- 31.3.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 31.3.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

32. Clothing

- 32.1 Clothing, tools or any articles issued to employees shall be worn or used only in the course of their duties.
- 32.2 Clothing or other articles shall be issued to such employee as FRNSW approves where in its opinion such clothing or article is necessary for:
- 32.2.1 Uniformity of appearance,
- 32.2.2 Protection against material which destroy or damage ordinary clothing,
- 32.2.3 Protection against weather, and
- 32.2.4 Protection against injury to the employee.
- 32.3 An employee shall be responsible for the care and upkeep of any clothing issued and new clothing shall not be issued until the previous clothing has been returned to the store and its loss satisfactorily accounted for.
- 32.4 An employee shall also be responsible for tools, equipment and other articles issued or for their loss or damage through misuse or negligence.
- 32.5 An employee shall replace any such clothing, tools, equipment or other articles so lost or damaged through the employee's misuse or negligence or pay such amount in respect thereof which the FRNSW shall determine.
- 32.6 Where full uniform is supplied by FRNSW and is required to be worn by an employee and such uniform becomes soiled or damaged in the execution of duty so as to require dry cleaning or repairs, such dry cleaning and repairs shall be done at the expense of the FRNSW.

33. Insurance of Tools

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

34. Procedure on Charge

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

35. Anti-Discrimination

- 35.1 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.
- 35.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 35.3 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.
- 35.4 Nothing in this clause is to be taken to affect:
- 35.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 35.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 35.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;

- 35.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 35.5 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.
- 35.5.1 Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
- 35.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides;
- "Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

36. Term of Employment

- 36.1 An employee shall give to FRNSW and FRNSW shall give to an employee two weeks' notice of termination of employment, such notice to be given from a normal pay day. This shall not affect the right of FRNSW to dismiss any employee without notice for inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only.
- 36.2 For the purposes of meeting the needs of the industry, FRNSW may require any employee to work reasonable overtime, including work on Saturdays, Sundays and public holidays at the rate prescribed in this Award, and unless reasonable excuse exists the employee shall work in accordance with such requirements.
- 36.3 In the event of wet weather, no deduction from wages shall be made subject to the following conditions:
- 36.3.1 An employee shall continue working until such time as the officer in charge orders the employee to cease work.
- 36.3.2 An employee shall stand by as directed by the officer in charge.
- 36.3.3 An employee shall report for duty as directed.
- 36.4 The absence of an employee from work for a continuous period exceeding five working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned employment.
- 36.5 Provided that if within a period of 14 days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the FRNSW that the absence was for reasonable cause, the employee shall be deemed to have abandoned employment.
- 36.6 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.
- 36.6.1 No payment in respect of wages, annual leave or long service leave shall be assigned or charged to any person but shall be paid to the employee entitled thereto, or may be paid to the employee entitled thereto, or may be paid to a person authorised by the employee to receive the same.
- 36.6.2 FRNSW shall be entitled to deduct out of an employee's wages such sum as the employee requests in writing in respect of contributions or payments for purposes approved by FRNSW.

37. Grievance and Dispute Resolution Procedures

- 37.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- 37.2 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.
- 37.3 The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 37.4 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Commissioner.
- 37.5 The Commissioner may refer the matter to the Industrial Relations Secretary for consideration.
- 37.6 If the matter remains unresolved, the Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 37.7 A staff member, at any stage, may request to be represented by their Union.
- 37.8 The staff member or the Union on their behalf, or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 37.9 The staff member, Union, FRNSW and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 37.10 Whilst the procedures outlined in subclauses 37.1 to 37.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

38. Personal/Carer's Leave – August 1996

- 38.1 Use of Sick Leave -
- 38.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 38.1.3 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 30 of the Award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- 38.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

- 38.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 38.1.3.1 the employee being responsible for the care of the person concerned; and
- 38.1.3.2 the person concerned being:
- 38.1.3.2.1 a spouse of the employee; or
- 38.1.3.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- 38.1.3.2.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- 38.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- 38.1.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
- (i) "relative" means a person related by blood, marriage or affinity;
- (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (iii) "household" means a family group living in the same domestic dwelling.
- 38.1.4 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.
- 38.2 Unpaid Leave for Family Purpose -
- 38.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 38.1.3 above who is ill.
- 38.3 Time Off in Lieu of Payment for Overtime -
- 38.3.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- 38.3.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- 38.3.3 If, having elected to take time as leave in accordance with paragraph 38.3.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- 38.3.4 Where no election is made in accordance with paragraph 38.3.1, the employee shall be paid overtime rates in accordance with the Award.

38.4 Make-up Time -

38.4.1 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.

38.4.2 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.

38.5 Personal Carers Entitlement for casual employees -

38.5.1 Subject to the evidentiary and notice requirements in 38.1.2 and 38.1.3 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 38.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

38.5.2 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.

38.5.3 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.

39. Maternity Leave

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

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

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

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

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

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

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

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

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

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

- 39.6 A staff member who:
- 39.6.1 applied for maternity leave within the time and in the manner determined by the Department Head; and
 - 39.6.2 prior to the expected date of birth, completed not less than 40 weeks' continuous service, shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks, or 28 weeks at half pay, or the period of maternity leave taken, whichever is the lesser period.
- 39.7 Except as provided in clause 39.6 of this subclause, maternity leave shall be granted without pay.

40. Parental Leave

- 40.1 A staff member is entitled to take parental leave in respect of each pregnancy of the spouse or partner as follows:
- 40.1.1 short parental leave - an unbroken period of one week at the ordinary rate of pay, or 2 weeks at half pay at the time of the birth of the child or other termination of the spouse's or partner's pregnancy;
 - 40.1.2 extended parental leave - for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in subclause 40.1.1 of this subclause in order to assume the primary care giving responsibilities.
- 40.2 Extended parental leave may commence at any time up to 2 years from the date of birth of the child.
- 40.3 A staff member who has been granted parental leave may, with the permission of the Department Head, take such leave:
- 40.3.1 full-time for a period not exceeding 12 months; or
 - 40.3.2 part-time over a period not exceeding 2 years; or
 - 40.3.3 partly full-time and partly part-time over a proportionate period of up to 2 years.
- 40.4 A staff member who resumes duty immediately on the expiration of parental leave shall:
- 40.4.1 if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - 40.4.2 if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the *Government Sector Employment Act 2013*.
- 40.5 Except as provided in paragraph 40.1.1 of this clause, parental leave shall be granted without pay.
- 40.6 Refer to the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996*.
- 40.7 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Act*) because:
- 40.7.1 the employee or employee's spouse is pregnant; or
 - 40.7.2 the employee is or has been immediately absent on parental leave;
 - 40.7.3 the rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- 40.8 Right to request - An employee entitled to parental leave may request the employer to allow the employee:
- 40.8.1 to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - 40.8.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - 40.8.3 to return from a period of parental leave on a part-time basis until the child reaches school age;
 - 40.8.4 to assist the employee in reconciling work and parental responsibilities.
 - 40.8.5 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - 40.8.6 Employee's request and the employer's decision to be in writing. The employee's request and the employer's decision made under 40.8.2 and 40.8.4 must be recorded in writing.
 - 40.8.7 Request to return to work part-time - Where an employee wishes to make a request under 40.8.4 such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
 - 40.8.8 Communication during parental leave - Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - 40.8.8.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - 40.8.8.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - 40.8.8.3 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - 40.8.8.4 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 40.8.8.1.

41. Adoption Leave

- 41.1 A staff member adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:
- 41.1.1 for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 41.1.2 for such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.

- 41.2 A staff member who has been granted adoption leave may, with the permission of the Department Head, take leave:
- 41.2.1 full-time for a period not exceeding 12 months; or
 - 41.2.2 part-time over a period not exceeding 2 years; or
 - 41.2.3 partly full-time and partly part-time over a proportionate period of up to 2 years.
- 41.3 Adoption leave shall commence on the date that the staff member takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the staff member.
- 41.4 A staff member who resumes duty immediately on the expiration of adoption leave shall:
- 41.4.1 if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - 41.4.2 if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the *Government Sector Employment Act 2013*.
- 41.5 A staff member who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at the ordinary rate of pay for a period not exceeding 14 weeks, or 28 weeks at half pay of adoption leave or the period of adoption leave taken, whichever is the lesser period if the staff member:
- 41.5.1 applied for adoption leave within the time and in the manner determined by the Department Head; and
 - 41.5.2 prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- 41.6 With the exception of subclause 41.5, adoption leave shall be granted without pay.
- 41.7 Special Adoption Leave - A staff member shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service.

42. Family and Community Service Leave

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

- 42.2.4 attending to family responsibilities such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
- 42.2.5 attendance at court by an employee to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;
- 42.2.6 attendance at a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State; and
- 42.2.7 absence during normal working hours to attend meetings, conferences or to perform other duties, for an employee holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- 42.3 The maximum amount of family and community service leave on full pay which may, subject to this Award, be granted to a staff member shall be the greater of the leave provided in subclauses 42.3.1 or 42.3.2 of this clause.
- 42.3.1 2½ of the employee's working days in the first year of service and, on completion of the first year's service, 5 of the employee's working days in any period of 2 years; or
- 42.3.2 After the completion of 2 years' continuous service, the available family and community service leave is determined by allowing 1 day's leave for each completed year of service less the total amount of family and community service leave previously granted to the employee.
- 42.4 If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person as described in 42.1.3.2 of clause 42, Personal/Carer's Leave – August 1996, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- 42.5 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subclause 42.1.3.2 of clause 42 of this Award shall be granted when paid family and community service leave has been exhausted.

43. Trade Union Leave

- 43.1 The granting of leave with pay will apply to the following activities undertaken by a trade union delegate, as specified below:
- 43.1.1 annual or biennial conferences of the delegate's union;
- 43.1.2 meetings of the union's Executive, Committee of Management or Councils;
- 43.1.3 annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 43.1.4 attendance at meetings called by Unions NSW involving a public sector trade union which requires attendance of a delegate;
- 43.1.5 attendance at meetings called by the Industrial Relations Secretary, as the employer for industrial purposes, as and when required;
- 43.1.6 giving evidence before the Industrial Relations Commission, or any other industrial tribunal, as a witness for the trade union;

43.1.7 local meetings between the Union and Management

44. Supplementary Labour

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

45. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 45.1 The entitlement to salary package in accordance with this clause is available to:
- 45.1.1 permanent full-time and part-time employees;
- 45.1.2 temporary employees, subject to the Department or agency's convenience; and
- 45.1.3 casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 45.7.
- 45.2 For the purposes of this clause:
- 45.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification in Table 1 - Wages of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 45.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 45.3 By mutual agreement with the Industrial Relations Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 45.3.1 a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
- 45.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 45.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 45.5 The agreement shall be known as a Salary Packaging Agreement.
- 45.6 Except in accordance with subclause 45.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Industrial Relations Secretary at the time of signing the Salary Packaging Agreement.

- 45.7 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:
- 45.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - 45.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - 45.7.3 subject to the Department or agency's agreement, paid into another complying superannuation fund.
- 45.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 45.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 45.9.1 *Police Regulation (Superannuation) Act 1906*;
 - 45.9.2 *Superannuation Act 1916*;
 - 45.9.3 *State Authorities Superannuation Act 1987*; or
 - 45.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 45.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 45.9 of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 45.11 Where the employee makes an election to salary package:
- 45.11.1 subject to Australian taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 45.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this agreement or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee in Table 1 - Wages of this Award if the Salary Packaging Agreement had not been entered into.
- 45.12 The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 45.13 The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

46. Calculations

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

46.2 Calculation Methodology – Fire Vehicle Repairer (FVR)

46.2.1 The relativity of each FVR Classification Level to the weekly wage is expressed in Clause 11 FVR Classification Structure and Labour Flexibility and is as follows:

Level 1 100%
Level 2 105%
Level 3 110%
Level 4 115%

46.2.2 In order to calculate a percentage increase to a FVR Wage Level expressed in Part B Monetary Rates Table 1 Wages:

Level 1. Take the current year non-Fire Equipment Allowance (FEA) wage rate and multiply by the annual percentage wage increase. This new rate is A in Table 1. For the FEA rate (see Table 3), take A and add the new FEA rate. This new rate is AA in Table 1.

Level 2. Take wage rate A in Table 1 and multiply by 105%. This rate is B in Table 1. For the FEA rate, take B and add the new FEA rate. This new rate is BB in Table 1.

Level 3. Take wage rate A in Table 1 and multiply by 110%. This rate is C in Table 1. For the FEA rate, take C and add the new FEA rate. This new rate is CC in Table 1.

Level 4. Take wage rate A in Table 1 and multiply by 115%. This rate is D in Table 1. For the FEA rate, take D and add the new FEA rate. This new rate is DD in Table 1.

47. No Extra Claims

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

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

48. Area, Incidence and Duration

48.1 The Crown Employees (Fire and Rescue NSW Tradespersons) Award 2022 rescinds and replaces the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2021 published 19 November 2021 (390 I.G. 1037).

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

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

48.4 The term of this Award is 3 July 2022 until 2 July 2023 and will remain in force thereafter until rescinded.

48.5 Increases in the column dated 3 July expressed in Tables 1, 2 and 3 shall apply on and from the first full pay period to commence on or after that date.

48.6 The rates for 2021 in Tables 1, 2 and 3 are for historical purposes.

PART B

MONETARY RATES

Table 1- Wages

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

Clause 5, Rates of Pay	3/07/2021 Historical Rate \$	3/07/2022 2.53 % increase per week \$
Classification		
(a) Electrical Department - Automotive Electrical	1165.20	1194.70
Battery Fitter	1165.20	1194.70
Electrical Fitter	1168.50	1198.10
Trades Assistant (Electrical Department)	935.50	959.20
Labourer-General (Electrical Department)	753.60	772.70
(b) Workshops Department - Blacksmith/Welder	1103.70	1131.60
Bodymaker	1092.30	1119.90
Draughtsperson - 1st year	1009.10	1194.70
- 2nd year	1054.00	1216.70
- 3rd year	1103.70	1238.80
- 4th year	1165.20	1261.10
- thereafter	1220.40	1295.70
Welder	1103.70	1131.60
Fitter and/or Turner	1062.20	1089.10
Motor Mechanic	1092.30	1119.90
Motor Trimmer	1092.30	1119.90
Painter (Vehicle)	1092.30	1119.90
Panel Beater	1092.30	1119.90
Signwriter (Vehicle)	1062.20	1089.10
Trades assistant (Mechanical Workshops)	902.80	925.60
Labourer - General (Mechanical Workshops)	753.60	772.70
(c) Boot Factory - Bootmaker	1054.00	1080.70
(d) Building Maintenance Department - Draughtsperson		
Building services		
- 1st year	1165.20	1194.70
- 2nd year	1186.70	1216.70
- 3rd year	1208.20	1238.80
- 4th year	1230.00	1261.10
- thereafter	1263.70	1295.70
Plumber	1103.70	1131.60
Bricklayer	1092.30	1119.90
Carpenter	1092.30	1119.90
Painter	1092.30	1119.90
Plasterer	1092.30	1119.90
Labourer - Builders	1072.80	1099.90
(e) Cleaner -	966.60	991.10

Stores Assistant	1017.90	1043.70
Sailmaker	1062.20	1089.10
(h) Hose Repair Department - Hose Assembler and Repairer	1009.00	1034.50

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

The Communications Section Classification is from the NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008

	3/07/2021 Historical Rate \$	3/07/2022 2.53% increase per week \$
COMMUNICATION SECTION		
Electronic Technician		
- 1st year	1503.50	1541.50
- 2nd year	1548.70	1587.90
- 3rd year	1576.40	1616.30
- 4th year	1609.80	1650.50
Instrument Maker	1328.80	1362.40
Radio Mechanic	1268.70	1300.80
Telephone Mechanic	1268.70	1300.80
Electronic Tradesperson	1457.30	1494.20
Electrical Mechanic	1268.70	1300.80
Trades Assistant	1019.10	1044.90

Historical Note:

FRNSW Fire Vehicle Repairer Classification from 1 July 2018 (Level 2, 3, 4 from 31 October 2018)

Level	Classification	3/7/2021 Historical (not including Clause 20. FEA)	3/7/2021 Historical (including Clause 20. FEA)	3/7/2022 (+2.53%) (not including Clause 20. FEA)	3/7/2022 (+2.53%) (including Clause 20. FEA)
Level 1	Fire Vehicle Repairer	A - 1285.50	AA - 1372.00	A - 1318.00	AA - 1406.70
Level 2	Fire Vehicle Repairer	B - 1349.80	BB - 1436.30	B - 1383.90	BB - 1472.60
Level 3	Fire Vehicle Repairer	C - 1414.10	CC - 1500.60	C - 1449.80	CC - 1538.50
Level 4	Fire Vehicle Repairer	D - 1478.40	DD - 1564.90	D - 1515.70	DD - 1604.40

Apprentices	3/07/2021 Historical Rate \$	3/07/2022 2.53% increase \$
- 1st year	514.80	527.80
- 2nd year (Rate = 2nd Year + NT FEA)	741.20	760.00
- 3rd year (Rate = 3rd Year + NT FEA)	931.50	955.10
- 4th year (Rate = 4th Year + NT FEA)	1064.20	1091.10
Adult (Rate = Adult + NT FEA)	1064.20	1091.10

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

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

Table 2 - Other Rates and Allowances

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

Item	Clause 12, Additional Wage Rates	3/7/2021 Historical Rate \$	3/7/2022 2.53% increase \$
1	12.1 Electricians: An electrician who is the holder of A Grade Licence (per week)	51.50	52.80
	B Grade Licence (per week)	27.90	28.60
2	20.10 Roof work (per hour)	1.02	1.04

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

Table 3 – Allowances

From NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008

Item	ALLOWANCES	3/7/2021 Historical Rate \$	3/07/2022 2.53% increase \$
1	Team Leader Allowance (per week)	193.30	198.20
2	Heavy Vehicle Inspectors Allowance (per day)	2.38	2.44

Table 3A: On Call Allowance

Item	ALLOWANCES	3/7/2021 Historical Rate \$	3/07/2022 2.53% increase \$
1	On Call Allowance – Monday to Friday (per day)	22.91	23.49
2	On Call Allowance - Saturday, Sunday & Public Holidays (per day)	35.42	36.32

Table 3B: On Call Allowance applicable only to FVRs

Item	ALLOWANCES	3/07/2021 Historical Rate \$	3/07/2022 2.53% increase \$
1	On Call Allowance - Monday to Friday (per day)	41.94	43.00
2	On Call Allowance – Saturday, Sunday & Public Holidays (per day)	83.93	86.05

Item	Clause 13, SPECIAL RATES	3/07/2021 Historical Rate \$	3/07/2022 2.53% increase \$
1	20.1.1 Confined Spaces	1.02	1.04
2	20.3.1 Height Pay - 7.5 metres	0.96	0.98
3	20.3.1 Height Pay - every metre beyond 7.5m	0.30	0.30

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

Item	Clause 18, TOOL ALLOWANCES	3/7/2021 Historical Rate \$	3/07/2022 Current \$
1	Bodymaker	33.90	33.90
2	Motor Mechanic	33.90	33.90
3	Painter (Vehicle)	8.30	8.30
4	Panel Beater	33.90	33.90
5	Automotive Electrician	33.90	33.90
6	Electronic Technician	21.60	21.60
7	Instrument Maker	21.60	21.60
8	Radio Mechanic	21.60	21.60
9	Telephone Mechanic	21.60	21.60
10	Fitter	33.90	33.90
11	Electronic Tradesperson	21.60	21.60

Item	Apprentices	3/7/2021 Historical Rate \$	3/07/2022 Current \$
1	Motor Mechanic	33.90	33.90
2	Automotive Electrician	33.90	33.90
3	Fitter	33.90	33.90
4	Electronic Technician	21.60	21.60

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

Item	Clause 20, FIRE EQUIPMENT ALLOWANCE	3/7/2021 Historical Rate \$	3/7/2022 2.53% Increase per week \$
1	Fire Equipment Allowance (FEA) - Trades**	86.50	88.70
2	Fire Equipment Allowance (FEA) - Non Trades	64.60	66.20

** At the completion of 12 months continuous service

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

Item	Clause 23, MEAL ALLOWANCE *	3/7/2021 Historical Rate Per meal \$	3/07/2022 Increase Per Meal \$
1	After 1½ hour overtime	16.30	16.30
2	Each 4 hours thereafter	14.00	14.00

Item	Clause 24, TRAVELLING TIME AND OTHER FARES *	3/7/2021 Historical Rate \$	3/07/2022 Increase \$
1	Other than Builders' Labourers	26.33	26.33
2	Employer providing transport	10.49	10.49

Item	Clause 33, INSURANCE OF TOOLS *	3/7/2021 Historical Rate \$	3/07/2022 Increase \$
1	Maximum claim for loss of tools	1963.00	1963.00

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

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (FIRE AND RESCUE NSW RETAINED FIREFIGHTING STAFF) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Fire and Rescue NSW.

(Case No. 73341 of 2022)

Before Commissioner Muir

27 September 2022

AWARD

PART A

1. Introduction

- 1.1 This Award shall be known as the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2022.
- 1.2 This Award regulates the rates of pay and conditions of employment for employees covered by this Award.
- 1.3 All references in this Award to Firefighter, Deputy Captain or Captain shall also be taken to be a reference to CFR Firefighter, CFR Deputy Captain and CFR Captain respectively and vice versa, excepting for Table 2 of Part B and any other specific reference to CFR in this Award.

2. Index

Clause No.	Subject Matter
1.	Title
2.	Index
3.	Basic Wage
4.	Definitions
5.	Intentions and Commitments
6.	Rates of Pay and Allowances
7.	Higher Duties
8.	Meals and Refreshments
9.	Use of Personal Transport
10.	Annual Leave
11.	Compassionate Leave
12.	Long Service Leave
13.	Military Leave
14.	Parental Leave
15.	Carer's Leave
16.	Sick Leave
16a	Domestic and Family Violence Leave
17.	Special Leave for Union Activities
18.	Court Attendance Entitlements
19.	Training Course Attendance Entitlements
20.	Travelling Compensation
21.	Transfers
22.	Procedures Regarding Reports and Charges
23.	Acknowledgment of Applications and Reports
24.	Training and Staff Development

25. Protective Clothing and Uniforms
26. Disputes Avoidance Procedures
27. Organisational Change under clause 27.2
28. Attendance and Availability Requirements
29. Attendance at Major Emergencies
30. Alcohol and Other Drugs
31. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
32. Employees' Duties
33. Anti-Discrimination
34. No Extra Claims
35. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Retainers

Table 2 - Rates of Pay

Table 3 - Allowances

Table 4 - Authorised Duties

Table 5 - Travelling Compensation Allowances

3. Basic Wage

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

4. Definitions

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

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

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

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

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

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

“Domestic Violence” means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.

“Emergency Meal” means a Long Life Meal Pack supplied when the provision of a Substantial Meal is not practicable, the basis of which shall be a self-heating 320g meal that is generally meat based (except for special diet packs such as vegetarian or vegan packs) and shall also include one dried fruit or fruit and nut mix (Sunbeam Fruit and Nut 40g, Fruit on the Go 50g, or similar) and one cheese and biscuits (Uncle Tobys Le

Snak Cheddar Cheese 20g, or similar) or one fruit pack (Goulburn Valley no added sugar 220g, or similar) and one 100% fruit juice box (Just Juice 250 ml, or similar).

“Employee” means a person classified by the Department as a Retained Firefighter and appointed as a Firefighter pursuant to the provisions of the *Fire and Rescue NSW Act 1989*.

“Fire District” has the same meaning as in the *Fire and Rescue NSW Act 1989*.

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

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

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

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

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

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

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

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

“Union” means the Fire Brigade Employees’ Union of New South Wales.

5. Intentions and Commitments

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

6. Rates of Pay and Allowances

- 6.1 Rates of pay and Retainers shall be paid in accordance with the Entitlement Codes for an employee’s classification, as prescribed in subclause 6.3.1. The monetary amounts corresponding to the Entitlement Codes are as set out in Tables 1 and 2 of Part B, Monetary Rates.
- 6.2 The Retainers are paid in recognition of and compensation for the attendances and periods of declared availability required of employees by Clause 28, and include a loading in compensation for:

6.2.1 Annual leave loading.

6.2.2 The driving and operating of all vehicles operated by appropriately qualified employees as at 30 September 1999 and rescue and hazmat vehicles outside the GSA and the Newcastle, Lake Macquarie, Wollongong, Shellharbour, Central Coast and Blue Mountains Local Government Areas. The operation of any other vehicles shall be by agreement between the Union and the Department.

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

6.3 Retainers, Rates of Pay and Classifications

6.3.1 Entitlement Codes

6.3.1.1 Firefighter Retainers

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

6.3.1.2 Deputy Captain Retainers

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

6.3.1.3 Captain Retainers

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

6.3.1.4 Hourly Rates

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

6.3.2 - Transitional arrangements

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

- 6.3.5 Progression from Firefighter to Deputy Captain or Captain, or from Deputy Captain to Captain shall in each case be subject to a vacancy and shall be determined solely on the basis of merit selection.
- 6.3.6 Progression from one Standard Retainer to any higher Standard Retainer, or from one Standard Retainer to any Weekday Retainer, or from one Weekday Retainer to any higher Weekday Retainer shall be subject to the occurrence of a vacancy and shall be determined solely on the basis of merit selection. The number of higher and/or Weekday Retainers available at any brigade (if any) will remain solely at the Department's discretion and subject to expansion or reduction pursuant to subclause 6.3.7.
- 6.3.7
- 6.3.7.1 An employee who applies for and is subsequently appointed to a higher Standard Retainer and/or a Weekday Retainer may be transferred to a lower Retainer, either Standard or Weekday, without the employee's consent provided; firstly, that the Department provides the employee(s) concerned with at least one month's written notice of such transfer; and secondly, that such transfers are applied as equitably within the brigade as reasonably possible in the circumstances; and thirdly, that the employee's transfer is not a consequence of disciplinary action, in which case neither of the preceding requirements will apply and the transfer may be affected immediately.
- 6.3.7.2 An employee's Retainer (Standard or Weekday) and Level (Base, 50%, 75% or 100%) shall remain unaffected by a change in the employee's classification. By way of example, a Firefighter on a Weekday 50% Retainer under subclause 6.3.1.1 at the time of their appointment to Deputy Captain would continue on a 50% Weekday Retainer under subclause 6.3.1.2 until transferred to a higher Retainer pursuant to subclause 6.3.6, or to a lower Retainer pursuant to subclause 6.3.7.1.
- 6.3.8 Progression of employees to their corresponding CFR classification (Firefighter, Deputy Captain or Captain, whichever applies) shall be subject to:
- 6.3.8.1 attachment to a CFR Brigade; and
- 6.3.8.2 the satisfactory completion of the training and/or training competencies specified for CFR duties.
- 6.4 Employees appointed as Unit Trainers shall receive payment at the rates prescribed at Items W and X when delivering training at regular station drills, for the duration of the drill.
- 6.5 Calculation of Payment for Duties Performed
- 6.5.1 Employees shall be paid, subject to the provisions of subclauses 6.5.2 and 6.5.3, for the total period of time spent performing duties, which shall be calculated as follows:
- 6.5.1.1 Attendance at Scheduled Weekend Training courses - the period of attendance shall be equivalent to the scheduled training hours. For the avoidance of doubt, a 'training course' does not include a station drill or station program training exercise.
- 6.5.1.2 Major Emergencies - Periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of subclause 29.5.
- 6.5.1.3 Attendance at Zone Conferences - the period of attendance shall be equivalent to the scheduled hours of the conference.
- 6.5.1.4 Royal Easter Show and ComSafe - periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of subclause 6.8.2

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

- 6.6.3 Each station shall be allowed not less than:
- 6.6.3.1 26 hours per month of station-based duties; and
 - 6.6.3.2 1.5 hours per week, per vehicle of Engine Keeper duties; and
 - 6.6.3.3 2 hours per week, per vehicle of Station Inventory Management System (SIMS) duties; and
 - 6.6.3.4 16 hours per annum of attendance at station open days and local shows; and
 - 6.6.3.5 in the case of any and all other authorised duties:
 - 6.6.3.5.1 14 hours per month if attending 100 incidents or less per year.
 - 6.6.3.5.2 19 hours per month if attending more than 100 but less than 200 incidents per year.
 - 6.6.3.5.3 24 hours per month if attending 200 or more incidents per year.

6.7 Relief Duties

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

6.8 Attendance at the Royal Easter Show

- 6.8.1 The following hourly rates shall be paid to employees working at the Royal Easter Show:
- 6.8.1.1 For Recruit Firefighter and Firefighter, the rate prescribed at Entitlement Code "RASf" of Table 2 of Part B of this Award.
 - 6.8.1.2 For Deputy Captain, the rate prescribed at Entitlement Code "RASDC" of Table 2 of Part B of this Award.
 - 6.8.1.3 For Captain, rate prescribed at Entitlement Code "RASC" of Table 2 of Part B of this Award.

6.8a Performance of ComSafe duties

6.8a.1 Employees who perform Comsafe duties shall be paid the hourly rate prescribed at Entitlement Code "CSD" of Table 2 of Part B of this Award.

6.8.2 The rates prescribed in subclauses 6.8.1 and 6.8a.1 are all incidence of employment rates and, notwithstanding anything else prescribed in this Award, employees receiving such rates shall:

6.8.2.1 only be entitled to be paid for the hours actually worked, subject to continuous payment for work performed on any calendar day. Provided that, if an employee cannot attend for duty at the Royal Easter Show (only) due to illness or incapacity and provides a medical certificate pursuant to subclause 16.3 then the employee shall be entitled to be paid for the hours that would have otherwise been worked.

6.8.2.2 not be entitled to any payment or compensation for travelling time or travelling costs in connection with the work performed;

6.8.2.3 not be entitled to any payment or compensation with respect to either meals (except as provided for by subclause 6.8.4) and/or accommodation (except as provided for by subclause 6.8.2.6) in connection with the work performed;

6.8.2.4 not be entitled to the payment of overtime in connection with the work performed;

6.8.2.5 not be entitled to payment of downtime in connection with attendance at the Royal Easter Show;

6.8.2.6 be paid the accommodation allowance set at Item 4 of Table 5 of Part B for each day that the distance travelled between the employee's residence and the furthest location where the ComSafe work is performed exceeds 100 kms and the employee resides away from home (evidence of which may be required prior to payment).

6.8.3 All payments made under this subclause shall count for the purpose of any paid leave.

6.8.4 In the event that the employees attend an incident while working at the Royal Easter Show such employees shall be entitled to the provisions of Clause 8 - Meals and Refreshments.

6.8.5 Attendance at the Royal Easter Show and/or the performance of ComSafe duties shall be treated as a period of authorised absence for the purposes of subclause 28.2.

6.8.6 It is expressly provided that attendance at the Royal Easter Show and/or the performance of ComSafe duties are not performed as Authorised Duties.

6.9 RTAAS Allowance

6.9.1 The Retained Telephone Alerting and Availability System Allowance prescribed at Entitlement Code "RTAAS" of Table 3 of Part B of this Award shall be paid to employees who provide the Department with a valid telephone number in compensation for the maintenance of that primary contact number and the use of an agreed software application to declare their compulsory availability and, if they elect, any additional availability that they may wish to declare, and to monitor their brigade's availability on both a projected and real-time basis.

6.10 Overtime

6.10.1 Where an employee works in excess of ten (10) consecutive hours, such employee shall be paid at overtime rates for the hours worked in excess of ten (10). Provided that the provisions of this subclause shall not apply to employees receiving payment under either Clause 29, Attendance at Major Emergencies, subclause 6.7, Relief Duties, or subclause 6.8, Attendance at the Royal Easter Show.

- 6.10.2 Overtime shall be paid for at the rate of time and one half for the first two (2) hours and at the rate of double time thereafter, for the rate(s) prescribed for the employee's classification, provided that all overtime shall be paid to the half hour in accordance with subclause 6.5.2.1.
- 6.10.3 Employees who work on Easter Sunday or on any additional public holiday that is Gazetted or otherwise confirmed by the NSW Government shall be paid at overtime rates for all hours worked on each such day. For the purposes of this subclause, additional public holidays shall not include local public holidays.
- 6.11 Overpayments
- 6.11.1 In cases where an employee has been overpaid, the Department shall be entitled to recover such overpayment in full. Unless the employee agrees otherwise, the maximum rate at which the overpayment can be recovered is an amount calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly remuneration.
- 6.11.2 In all cases where overpayments have occurred, the Department shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The Department will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- 6.11.3 The recovery rate of 10% of an employee's gross fortnightly remuneration referred to in subclause 6.11.1, may be reduced by approval of the Commissioner if the Commissioner is satisfied that such a rate of recovery would cause undue hardship to the employee concerned.
- 6.11.4 Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause 6.11.1, the Department shall have the right to deduct any balance of such overpayment from any monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.
- 6.12 Payment of Monies
- 6.12.1 Employees shall be paid fortnightly.
- 6.12.2 Payments shall be made into a bank account specified by the employee, or other financial institutions acceptable to the Department and Union.
- 6.12.3 Employees shall be paid within two pay periods of the date of any work performed under this Award.
- 6.13 Payroll Deductions
- 6.13.1 Except as provided for in subclause 6.13.2, all salary deductions shall be made in accordance with Treasury Guidelines.
- 6.13.2 Upon application by an employee, the Department shall make deductions from the employee's pay for Union subscriptions and shall forward the amount so deducted to the Union as soon as possible thereafter.
- 6.14 Method of Calculation of any Future Adjustment
- 6.14.1 The Retainers at Table 1 of Part B shall in future be adjusted by calculating the increase for each 100% Level Retainer to the nearest cent and then calculating the remaining Levels for each classification by the corresponding percentage, with the Base Level Retainer at subclause 6.3.1.1 to be calculated at 25% and the Base Level Retainers at subclauses 6.3.1.2 and 6.3.1.3 to be calculated at 37.5%.

- 6.14.2 The Rates of Pay for Entitlement Codes M to Z inclusive at Table 2 of Part B shall in future be adjusted:
- 6.14.2.1 firstly, by calculating the increase for the Deputy Captain classification to the nearest cent to arrive at a new 1st hour, 100% rate and:
 - 6.14.2.2 secondly, by then multiplying the new 100% rate by 80%, by 90% and by 112% and rounding each result to the nearest cent to arrive at the new rate for the Recruit Firefighter, Firefighter and Captain classifications respectively, and
 - 6.14.2.3 thirdly, by then multiplying the new 100% rate and each of the new rates produced by subclause 6.14.2.2 by 107% and then rounding each result to the nearest cent to arrive at the new rates for the corresponding CFR classifications, and
 - 6.14.2.4 finally, by then dividing each of the new 1st hour rates produced by this subclause by two and then rounding to the nearest cent in order to arrive at the corresponding new half hour rate for each classification.
- 6.14.3 The Rates of Pay for Entitlement Codes RASF, RASDC and RASC at Table 2 of Part B shall in future be adjusted:
- 6.14.3.1 firstly, by calculating the increase for the Firefighter rate at Entitlement Code RASF to the nearest cent, and
 - 6.14.3.2 secondly, by then subtracting the new Firefighter rate at Entitlement Code O from the new Royal Easter Show firefighter rate at Entitlement Code RASF, and
 - 6.14.3.3 thirdly, by then adding the amount produced at subclause 6.14.3.2 to the new Deputy Captain rate at Entitlement Code S and to the new Captain rate at Entitlement Code W to arrive at the new Royal Easter Show rates for the Deputy Captain and Captain classifications at Entitlement Codes RASDC and RASC respectively.

7. Higher Duties

- 7.1 In selecting Firefighters to perform Higher Duties at the Deputy Captain classification, or Deputy Captains (including Acting Deputy Captains) to perform Higher Duties at the Captain classification, a merit based selection process need not be applied provided, firstly, that in making such appointments the Department shall have regard to the principles of equitably sharing career development opportunities, and secondly, that as soon as it becomes known that the duration of the relief may last for two months or more then expressions of interest are to be called for from employees holding the relevant classification and determined on the basis of merit selection.
- 7.2 An employee shall not be entitled to perform Higher Duties unless the employee is qualified to perform such duties.
- 7.3 An employee performing Higher Duties shall be paid for the period of relief, the difference between the employee's usual hourly rates of pay and the hourly rates of pay for the classification in which the Higher Duties are performed. Provided that:
- 7.3.1 The difference between the employee's Retainer payment and the Retainer payment for the classification in which the Higher Duties are performed shall not be paid unless the Higher Duties are performed for a continuous period of seven days or more; and
 - 7.3.2 The employee shall do so at their ordinary Retainer Level (e.g. Base, 50%, 75% or 100%) and not at the Level of the employee into whose position they are acting unless the employee who is performing the Higher Duties agrees otherwise.

7.4 Attendance at an Incident

- 7.4.1 Any Higher Duties entitlement in terms of this clause which was actually being paid, or which should have been paid, during a period immediately prior to an incident, shall not be diminished as a consequence of the incident.
- 7.4.2 Except as provided for in 7.4.1, the only other circumstances under which a Higher Duties payment is to be made during an incident is in a case where neither the Captain nor the Deputy Captain of that Brigade attends the incident. In such cases, only one employee shall be entitled to a Higher Duties payment at the Deputy Captain hourly rate of pay and that employee shall be the employee who was in charge of the Brigade for the majority of the time. To avoid doubt, in the case of attendance by multiple Retained Brigades, a Higher Duties payment shall be made to the relevant employee from each Brigade whose Captain and Deputy Captains(s) do not attend the incident.
- 7.4.3 For the purposes of 7.4.2, the term “Captain” and “Deputy Captain” shall also mean “Acting Captain” and “Acting Deputy Captain” in cases where an employee was, during the period immediately prior to the incident, the Acting Captain or Acting Deputy Captain in terms of this clause.

8. Meals and Refreshments

8.1 Attendance at an Incident

- 8.1.1 For the purposes of this clause, an “incident” also includes hazard reduction.
- 8.1.2 Where an employee attends an incident which extends for two hours or more Refreshments shall be provided no later than two hours after the start of the incident.
- 8.1.3 Where such an incident extends for four hours or more, the employee shall be provided with a Substantial Meal. After every subsequent four hours of attendance at such an incident, a further Substantial Meal shall be provided.

8.2 Payment in Lieu of the Provision of Refreshments/Meals

- 8.2.1 Where Refreshments are not provided in terms of subclause 8.1.2, the Refreshment Allowance set at Entitlement Code “RA” of Table 3 of Part B, shall be paid.
- 8.2.2 Where an Emergency Meal is supplied in lieu of a Substantial Meal, the Refreshment Allowance set at Entitlement Code “RA” of Table 3 of Part B, shall be paid.
- 8.2.3 Where a Substantial Meal or Emergency Meal is not provided in terms of subclause 8.1.3, the Meal Allowance set at Entitlement Code “MA” of Table 3 of Part B, shall be paid.

8.3 Calculation of Future Adjustments to Refreshments/Meal Allowances

- 8.3.1 The allowances referred to in this clause shall be calculated as follows:
- 8.3.1.1 The Meal Allowance at Entitlement Code “MA” of Table 3 of Part B, is the average, rounded to the nearest five cents of the amounts prescribed for the overtime meal allowances for breakfast, lunch and dinner at Item 19 of Table 1 Part B of the Crown Employees (Public Service Conditions of Employment) Award 2002 as subsequently adjusted pursuant to subclause 8.3.1.3.
- 8.3.1.2 The Refreshment Allowance at Entitlement Code “RA” of Table 3 of Part B, is half, rounded to the nearest five cents of the amount at Entitlement Code “MA” of Table 3 of Part B.

- 8.3.1.3 The amounts specified in subclauses 8.3.1.1 and 8.3.1.2 shall be adjusted on 1 July in line with the corresponding reasonable allowance amount for overtime meals for the appropriate financial year as published by the Australian Taxation Office (ATO).

9. Use of Personal Transport

9.1 Attendance at an incident

- 9.1.1 Where it is necessary for an employee to use the employee's private vehicle to attend an incident, the employee shall be paid at the rate prescribed at Entitlement Code "KM" of Table 3 of Part B, per kilometre, as follows:

9.1.1.1 The return distance from the employee's residence to the station or the distance actually travelled on the forward and return journeys to the station, whichever is the lesser, provided that payment shall be limited in all instances to a return distance of 14 kilometres; and

9.1.1.2 The return distance from the station to the incident, if it is necessary for the employee to use the employee's private vehicle to travel from the station to the incident.

9.2 Attendance at Authorised Meetings and Other Duties

- 9.2.1 Where an employee is required to use the employee's private vehicle to attend such meetings or to perform such other authorised duties as prescribed in subclause 6.6, the employee shall be paid the rate prescribed at Entitlement Code "KM" of Table 3 of Part B, of this Award per kilometre for the actual distance necessarily and reasonably travelled for that purpose.

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

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

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

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

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

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

10. Annual Leave

- 10.1 On each anniversary of an employee's appointment to the Brigade, an employee shall be entitled to annual leave. Such annual leave shall accrue at the rate of four weeks for each completed year of service and shall be taken in multiple periods of not less than 3 consecutive days, or in single-day periods, so long as the single-day periods do not exceed ten days in any calendar year.

- 10.2 An employee with less than twelve months service may, subject to approval by the Department and the requirements of subclause 10.1, take in advance leave which has accrued.
- 10.3 Wherever possible, annual leave shall be taken within six months of the date on which the leave becomes due. Provided that, in all cases, annual leave must be granted and taken within twelve months of the date on which it becomes due.
- 10.4 As far as possible, annual leave shall be granted to coincide with the employee's leave period from the employee's primary form of employment.
- 10.5 Payment for annual leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department, excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (e.g. payments for meals, accommodation and for kilometres travelled).
- 10.6 An employee who is directed to return to duty in the case of an emergency whilst on annual leave, shall have any day or part thereof recredited.
- 10.7 An employee shall be paid in advance for a period of approved annual leave, providing such employee has given a minimum of six weeks written notice of the date on which the leave is to commence.

11. Compassionate Leave

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

12. Long Service Leave

- 12.1 Subject also to the provisions of subclause 12.9, an employee shall be entitled to long service leave calculated on the following bases:
- 12.1.1 For all continuous service prior to 1 April 1963, and provided that such previous service is also continuous with the employee's current service, at the rate of three months, for twenty years of service.
- 12.1.2 For all continuous service on and subsequent to 1 April 1963, in the case of an employee who has completed ten years service, two months long service leave and for each five years completed service thereafter, a further one month long service leave.

- 12.2 On termination of services, in respect of the number of years service with the Department since the employee last became entitled to an amount of long service leave, a proportionate amount on the basis of two months for ten years service.
- 12.3 In the case of an employee who has completed at least seven years service and whose services are terminated or cease for any reason, such employee shall be paid a proportionate amount calculated at the rate of two months for ten years service.
- 12.4 In the case of an employee who has completed at least five years but less than seven years service and whose services are terminated by the Department for any reason, other than serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, such employee (or in the event of the death of the employee, the employee's estate) shall be paid a proportionate amount calculated at the rate of two months for ten years service.
- 12.5 Long service leave shall be granted subject to the convenience of the Department, as and when such leave becomes due (i.e. after seven (7) years) or any time thereafter. Provided that an employee shall give at least twenty (20) days notice in writing of the intention to take such leave.
- 12.6 Long service leave shall be paid at the rate of full pay which, for the purposes of this clause, shall mean the greater average monthly remuneration received by the employee calculated over either the preceding twelve months or five years excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. The averages referred to in this subclause shall be calculated up to and including the end of the month immediately prior to the month during which the long service leave is taken or commences, as the case may be.
- 12.7 The term "remuneration" referred to in subclause 12.6 shall include all payments made to the employee by, excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (e.g., payments for meals, accommodation and for kilometres travelled).
- 12.8 An employee who is directed to return to duty in the case of an emergency while on long service leave shall have any day or part thereof recredited.
- 12.9 Notwithstanding anything elsewhere provided by this clause, effective on and from the date of operation of this Award:
- 12.9.1 employees may apply to take pro-rata Long Service leave after the completion of seven (7) years of service. Additionally, employees with such service shall be entitled to pro-rata Long Service leave on resignation or termination.
- 12.9.2 employees may apply to take a period of Long Service leave at double pay provided that:
- 12.9.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
- 12.9.2.2 The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.
- 12.9.2.3 Other leave entitlements, e.g., recreation leave, sick leave and Long Service leave will accrue at the single time rate where an employee takes Long Service leave at double time.
- 12.9.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.
- 12.9.2.5 Where an employee elects to take Long Service leave at double pay, the minimum period of actual absence should be not less than one (1) week.

12.9.3 where a public holiday falls during a period of Long Service leave the employee shall be paid for that day and additionally it shall not be deducted from the period of the leave.

12.9.3.1 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

13. Military Leave

13.1 Military leave may be granted to employees who are volunteer part-time members of the Defence Forces Reserves.

13.2 Such leave shall be available in accordance with the following provisions on a twelve month to twelve month basis, commencing on 1 July each year:

13.2.1 For members of the Navy Reserve - thirteen calendar days for the purpose of annual training and thirteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.

13.2.2 For members of the Army Reserve - fourteen calendar days for the purpose of annual training and fourteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.

13.2.3 For members of the Air Force Reserve - sixteen calendar days for the purpose of annual training and sixteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.

13.3 Where a Commanding Officer certifies in writing that it is obligatory for a member of the Reserves to attend training for a period that exceeds the leave granted under subclause 13.2, the Commissioner may grant further Military Leave up to four calendar days in any one Military Leave year.

13.4 Periods of approved Military Leave shall be regarded as Special Leave Without Pay.

14. Parental Leave

14.1 Definition of Parental Leave

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

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

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

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

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

14.2 Entitlement to Parental Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.3 Length of Service for Eligibility

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

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

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

14.3.3.1 Any period of authorised leave or absence.

14.3.3.2 Any period of part-time work.

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

14.4 Notices and Documents required to be given to the Commissioner

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

14.4.1.1 The female employee should give at least eight weeks' written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances).

14.4.1.2 The female employee must, at least four weeks before proceeding on leave, give written notice of the dates on which the employee proposes to start and end the period of leave.

14.4.1.3 The female employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee is pregnant and the expected date of birth.

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

14.4.2.1 In the case of extended Other Parent Leave, the employee should give at least ten weeks written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances).

14.4.2.2 The employee must, at least four weeks before proceeding on leave, give notice of the dates on which the employee proposes to start and end the period of leave.

14.4.2.3 The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee's spouse is pregnant and the expected date of birth.

14.4.2.4 In the case of extended Other Parent leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

14.4.2.4.1 Any period of Maternity Leave sought or taken by their spouse.

14.4.2.4.2 That they are seeking that period of extended Other Parent Leave to become the primary care-giver of the child.

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

14.4.3.1 In the case of extended Adoption Leave, the employee should give written or oral notice of any approval or other decision to adopt a child at least ten weeks before the expected date of placement (unless it is not reasonably practicable to do so in the circumstances).

14.4.3.2 The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least fourteen days before proceeding on such leave.

14.4.3.3 The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes.

14.4.3.4 In the case of extended Adoption Leave, the employee must, before the start of such leave, provide a statutory declaration by the employee stating:

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

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

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

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

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

14.4.4.3 Other compelling circumstances.

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

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

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

14.5 Continuity of Service

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

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

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

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

14.6 Simultaneous taking of Parental Leave

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

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

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

14.7 Cancellation of Parental Leave

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

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

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

14.7.2 After starting leave - If:

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

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

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

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

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

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

14.8 Parental Leave and other Leave

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

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

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

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

14.8.4.1 Annual Leave or Long Service Leave.

14.8.4.2 In the case of Maternity Leave - Sick Leave.

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

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

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

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

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

14.10 Extension of period of Parental Leave

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

14.10.2 Subject to the provisions of subclause 14.20, an employee may extend the period of parental leave at any time with the agreement of the Commissioner. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this clause.

14.10.3 This subclause applies to an extension of leave whilst the employee is on leave or before the employee commences leave.

14.11 Shortening of period of Parental Leave

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

14.12 Return to work after Parental Leave

- 14.12.1 An employee returning to work after a period of Parental Leave is entitled to be employed in:
- 14.12.1.1 The classification (if possible, at the same location) held by the employee immediately before proceeding on that leave.
 - 14.12.1.2 If the employee was transferred to a safe job before proceeding on Maternity Leave - the classification (if possible, at the same location) held immediately before the transfer.
- 14.12.2 If the classification no longer exists but there are other classifications available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a classification as comparable as possible in status and pay to that of the employee's former classification.
- 14.12.3 The provisions of subclause 14.12 extend to a female employee returning to work after a period of Special Maternity Leave and Sick Leave.

14.13 Payment

- 14.13.1 Payment for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Maternity Leave may be made:
- 14.13.1.1 In advance in a lump sum.
 - 14.13.1.2 On a normal fortnightly basis.
 - 14.13.1.3 Payment for such period of leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).
- 14.13.2 Payment to eligible employees for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Adoption Leave may be made:
- 14.13.2.1 In advance in a lump sum.
 - 14.13.2.2 On a normal fortnightly basis.
 - 14.13.2.3 Payment for such period of leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause "total amount" shall include all payments made to the employee by the Department excluding payments made as compensation or reimbursement for expenses (e.g. payments for meals, accommodation and for kilometres travelled).

14.14 Commissioner's Obligations

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

- 14.14.1.1 The employee's entitlements to Parental Leave under this clause.
 - 14.14.1.2 The employee's obligations to notify the Commissioner of any matter under this clause.
 - 14.14.2 Records - The Commissioner must keep for at least six years, a record of Parental Leave granted under this clause to employees and all notices and documents given under this clause by employees or the Commissioner.
- 14.15 Termination of Employment because of Pregnancy etc
- 14.15.1 The Commissioner must not terminate the employment of an employee because:
 - 14.15.1.1 The employee is pregnant or has applied to adopt a child.
 - 14.15.1.2 The employee has given birth to a child or has adopted a child.
 - 14.15.1.3 The employee has applied for, or is absent on Parental Leave, but otherwise the rights of the Commissioner in relation to termination of employment are not affected by this clause.
 - 14.15.2 For the purposes of establishing such a termination of employment, it is sufficient if it is established that the alleged reason for termination was a substantial and operative reason for termination.
 - 14.15.3 This clause does not affect any other rights of a dismissed employee.
- 14.16 Replacement Employees
- 14.16.1 A replacement employee is a person who is specifically employed as a result of an employee proceeding on Parental Leave (including as a replacement for an employee who has been temporarily promoted or transferred in order to replace the employee proceeding on parental leave).
 - 14.16.2 Before a replacement employee is employed, the Commissioner must inform the person of the temporary nature of the employment and of the rights of the employee on Parental Leave to return to work.
 - 14.16.3 A reference in this clause to an employee proceeding on leave includes a reference to a pregnant employee exercising a right to be transferred to a safe job.
- 14.17 Transfer to a Safe Job
- 14.17.1 This subclause applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the Commissioner under the *Work Health and Safety Act 2011*.
 - 14.17.2 The Commissioner is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to risk as follows:
 - 14.17.2.1 Where a female employee is confirmed pregnant she is to notify the Regional Commander or Officer-in-Charge as soon as possible who will, in turn, direct that she be withdrawn from operational firefighting duties.

14.17.2.2

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

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

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

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

14.17.2.5

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

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

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

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

14.18 Special Maternity Leave and Sick Leave

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

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

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

14.19 Special Adoption Leave

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

14.20 Right to request

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

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

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

to assist the employee in reconciling work and parental responsibilities.

14.20.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business.

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

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

14.21 Communication during parental leave

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

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

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

14.21.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken and whether the employee intends to return to work.

14.21.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause 14.21.1.

15. Carer's Leave

15.1 Use of Sick Leave

15.1.1 An employee with responsibilities in relation to a class of person set out in subclause 15.1.3.2, who needs the employee's care and support shall be entitled to use, in accordance with this clause, any current or accrued Sick Leave entitlement, provided for at clause 15, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

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

15.1.3 The entitlement to use Sick Leave in accordance with this clause is subject to:

15.1.3.1 The employee being responsible for the care of the person concerned.

15.1.3.2 The person concerned being:

- 15.1.3.2.1 A spouse of the employee.
 - 15.1.3.2.2 A de facto spouse who, in relation to a person, is a person of the same or opposite sex to the first mentioned person and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis, although not legally married to that person.
 - 15.1.3.2.3 A child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee.
 - 15.1.3.2.4 A relative of the employee who is a member of the same household where, for the purposes of this subclause:
 - 15.1.3.2.4.1 “Relative” means a person related by blood, marriage or affinity.
 - 15.1.3.2.4.2 “Affinity” means a relationship that one spouse, because of marriage, has to blood relatives of the other.
 - 15.1.3.2.4.3 “Household” means a family group living in the same domestic dwelling.
- 15.1.4 An employee shall, wherever practicable, give the Department notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Department by telephone of such absence at the first opportunity on the day of absence.
- 15.2 Unpaid Leave for Family Purpose
- 15.2.1 An employee may elect, with the consent of the Department, to take unpaid leave for the purpose of providing care and support to a class of person, as set out in subclause 15.1.3.2, who is ill.
- 15.3 Annual Leave
- 15.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- 15.3.2 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

16. Sick Leave

- 16.1 In every case of illness or incapacity sustained by an employee whilst off duty, the following conditions shall apply.
- 16.2 Such employee shall, as soon as practicable, inform their immediate supervisor of such inability to attend for duty and as far as possible, shall state the estimated duration of their absence.
- 16.3 Subject to the provisions of subclause 16.8, such employee shall forward to their immediate supervisor, a medical certificate stating the nature of the illness or incapacity and, if known, the date the employee is fit to resume duty. If a medical certificate does not specify the date the employee is fit to resume duty, the employee must, before being entitled to resume duty, furnish a further medical certificate to the effect that the employee has recovered from the illness or incapacity and is fit for duty, unless a person authorised by the Commissioner dispenses with this requirement.

- 16.4 If so required, such employee shall submit to an examination by, or arranged by, the Department's medical officer.
- 16.5 Every employee who is absent from duty for a period of more than twenty-eight days will have their case reviewed by the Department's medical officer, or a medical officer nominated by the Department, and must be certified by such medical officer as fit for duty prior to being permitted to resume duty. An employee who is required to attend the Department's medical officer or nominated medical officer shall be reimbursed any out of pocket expenses reasonably and necessarily incurred. The Department shall meet the cost of any such consultation.
- 16.6 The granting of Sick Leave, the duration thereof and the pay, if any, for the same shall be on the following basis:
- 16.6.1 One week paid sick leave for each year of service, cumulative, less any paid Sick Leave taken, to a maximum of twenty six weeks.
- 16.6.2 Sick Leave beyond that provided for in subclause 16.6.1 shall be Sick Leave without pay.
- 16.6.3 Payment for Sick Leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (e.g. payments for meals, accommodation and for kilometres travelled).
- 16.7 Where payment has been made for sick leave, under this clause, to an employee whose sick leave entitlement has already been exhausted, or whose right to sick leave is not established, the Department may deduct the amount overpaid from any future payments made to the employee concerned in accordance with the provisions of subclause 6.13.
- 16.8 Employees are entitled to take unsupported sick leave absences, where no medical certificate is required, subject to the following provisions:
- 16.8.1 Such absences may not exceed 3 separate days in any calendar year; and
- 16.8.2 Such absences may not be taken on consecutive days; and
- 16.8.3 Such absences may not be taken on public holidays; and
- 16.8.4 Such absences may not be taken in relation to any matter that may be covered by workers' compensation.

16a. Domestic and Family Violence Leave

- 16a.1 The definition of domestic violence is found in clause 4, Definitions of this Award;
- 16a.2 Employees experiencing domestic violence are entitled to 10 days paid domestic and family violence leave per calendar year (non-cumulative and able to be taken in part-days, single days, or consecutive days). The leave is to be available for employees experiencing domestic and family violence, for purposes including:
- (i) seeking safe accommodation;
 - (ii) attending medical, legal police or counselling appointments relating to their experience of domestic and family violence;
 - (iii) attending court and other legal proceedings relating to their experience of domestic and family violence;

- (iv) organising alternative care or education arrangements for their children; or
 - (v) other related purposes approved by the employer.
- 16a.3 The leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.
- 16a.4 When approving leave, the Department needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require proof such as:
- (i) an agreed document issued by the Police Force, a court, a domestic violence support service or a member of the legal profession;
 - (ii) a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or
 - (iii) a medical certificate.
- 16a.5 Part-time employees will be entitled to the leave on a pro-rata basis
- 16a.6 Where the entitlements provided by this clause have been exhausted, other available leave entitlements provided for under this Award may be applied for by employees experiencing domestic and family violence.
- 16a.7 Personal information concerning domestic and family violence will be kept confidential by the Department
- 16a.8 The Department 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.

17. Special Leave for Union Activities

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

17.1.3 Such leave is also subject to the Union:

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

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

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

17.1.5 Period of Notice -

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

17.1.6 Travel Time -

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

17.1.7 Payment -

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

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

17.1.9 Availability of Special Leave -

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

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

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

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

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

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

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

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

17.3 Union officers and staff

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

18. Court Attendance Entitlements

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

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

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

18.1.3 Witness in a private capacity.

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

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

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

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

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

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

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

18.3 Where an Employee Attends Court

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

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

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

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

19. Training Course Attendance Entitlements

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

19.2 Accommodation

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

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

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

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

19.3 Meals

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

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

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

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

19.4 Incidentals

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

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

19.5 Travelling Time

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

20. Travelling Compensation

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

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

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

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

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

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

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

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

20.2.2 For lunch when, by reason of the journey, an employee is unable to take lunch at the place or in the manner in which the employee ordinarily takes lunch and is put to additional expense, the

amount set at Item 2 of Table 5 of Part B, or an amount equivalent to the additional expense, whichever is the lesser.

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

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

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

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

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

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

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

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

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

20.3.5

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

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

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

20.5 Additional Provisions

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

- 20.5.2 When an employee is required to travel to a temporary work location or to attend a training course or conference on what would normally be regarded as a one day journey and the total time of absence will exceed 13 hours, the employee may be directed or may request that the employee reside temporarily at a place other than the employee's residence. In such cases, employees shall be entitled to the accommodation allowances or reimbursement of expenses, as appropriate.
- 20.5.3 The claim for an accommodation allowance or reimbursement of expenses shall be for the whole of the period of absence and cannot be dissected into part of the time of the absence by way of allowance and part of the absence being compensated by reimbursement.
- 20.5.4 When an employee in receipt of an accommodation allowance is granted leave to return home from a temporary work location, the employee shall be reimbursed for the cost of the return rail fare or, if a first class rail service is reasonably available, the cost of a first class return rail fare. No taxi fares or other incidental expenses are payable.
- 20.5.5 Employees shall be entitled, subject to Departmental approval, to use either their private vehicle or public transport on the following basis:
- 20.5.5.1 Reimbursement is not to be paid for a journey if an official motor vehicle is used for the journey.
- 20.5.5.2 Where employees are granted approval to use their private vehicles, such employees shall receive the kilometre rate, set at Entitlement Code "KM" of Table 3 of Part B, for the actual distance necessarily and reasonably travelled. Employees in receipt of the rate set at Entitlement Code "KM" of Table 3 of Part B, shall not be entitled to the provisions of subclause 20.1, Travelling Time.
- 20.5.5.3 Employees who are required to utilise public transport shall be reimbursed the necessary costs incurred.
- 20.5.5.4 The Commissioner is to consider the convenience of the employee when an employee is required to travel to a temporary work location.
- 20.5.5.5 Unless special circumstances exist, the employee's work, the mode of transport used and the employee's travel itineraries are to be organised and approved in advance so that compensation for travel time and payment of allowances is reasonably minimised.
- 20.5.6 Where a meal allowance or an accommodation allowance is insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid so as to reimburse the employee for the additional expenses incurred, subject to the following:
- 20.5.6.1 The Commissioner may require the production of receipts or other proof that expenditure was incurred.
- 20.5.6.2 If any expense in respect of which an allowance is payable was not properly and reasonably incurred by the employee in the performance of official duties, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 20.5.6.3 If any purported expense was not incurred by the employee, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 20.6 Claims - Claims should be submitted promptly, i.e., within one month from the completion of the work or within such time as the Commissioner determines.
- 20.6.1 The Commissioner may approve applications for advance payments of travelling and sustenance allowances. Such applications should detail the appropriate expenditure anticipated and be in accordance with In Orders 1982/34.

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

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

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

21. Transfers

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

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

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

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

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

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

22. Procedures Regarding Reports and Charges

22.1 When an employee is summoned to appear before the employee's Senior Officer or before the Department on a charge, appeal or formal inquiry, the employee shall be given particulars in writing of the charge or allegation, if any, against the employee, at least 48 hours before the hearing of the charge or appeal or the opening of the said inquiry. The employee shall be allowed access personally or by a representative duly authorised in writing by the employee, to all or any of the official papers, correspondence or reports of the Department relating to the charge, appeal, or subject of the said inquiry.

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

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

22.5 Where the Department has for its own purposes, arranged for a transcript to be taken of proceedings on a charge, appeal or formal inquiry, a copy of such transcript shall be supplied free of cost to the employee concerned if, during the hearing or at the termination of the proceedings, a request therefor, in writing, is made by the employee.

- 22.6 After the Senior Officer has announced the recommendation or when the Department has made its decision as the result of a charge or an appeal, the employee concerned shall be informed thereof, in writing, within seven days after such announcement or decision has been made or has been given, as the case may be.
- 22.7 For the purposes of this clause “Senior Officer” means the employee’s Senior Officer or an Officer of a higher rank.

23. Acknowledgment of Applications and Reports

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

24. Training and Staff Development

- 24.1 The parties confirm their commitment to training and staff development for employees of the Department.
- 24.2 Employees covered by this Award shall be required to complete appropriate training to improve the productivity and efficiency of the Department’s operations.
- 24.3 Employees shall be required to complete training in accordance with competency requirements as determined by the Commissioner.
- 24.4 An employee may be directed to carry out any duties appropriate to the employee’s classification that are within the employee’s level of skill, competence and training, provided that such direction does not promote deskilling.
- 24.5 Training Review Committee (TRC)
- 24.5.1 The TRC shall provide advice to the Commissioner on an effective and equitable system of training in Fire and Rescue NSW using the principles of Competency Based Training.
- 24.5.2 The structure of the TRC will consist of 3 representatives of the Department and 3 representatives of the Union.
- 24.5.3 The Chairperson of the Committee will alternate every 12 months between a nominee of the Department and the Union.
- 24.5.4 The role of the TRC will include (but not be limited to):
- 24.5.4.1 advising the Commissioner on the further development of training throughout Fire and Rescue NSW;
- 24.5.4.2 overseeing the implementation of a Competency Based Training regime throughout Fire and Rescue NSW;
- 24.5.4.3 considering Recognised Prior Learning (RPL) policy generally and in particular, it will consider individual applications for RPL.

24.5.5 Procedure

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

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

25. Protective Clothing and Uniforms

25.1 For the purpose of this Clause:

25.1.1 “Personal Protective Equipment” means external clothing designed for personal protection at an incident.

25.1.2 “Duty Wear” means duty wear trousers and duty wear shirt.

25.1.3 “Dress Uniform” is limited to Dress Trousers, Slacks, Culottes, Skirts, Galatea and Pullover.

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

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

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

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

25.6 When an employee retires, resigns or is terminated, the Personal Protective Equipment issued to that employee shall be returned to the station to which the employee was attached. As much of that returned Personal Protective Equipment shall be retained at the station as is necessary to maintain an emergency supply of spare Personal Protective Equipment, provided that only properly fitting, cleaned and treated structure coats and overtrousers may be re-issued to another employee and further, that all new employees will be supplied with at least one new complete set of PPE regardless.

26. Disputes Avoidance Procedures

26.1 Subject to the provisions of the *Industrial Relations Act 1996*, and Clause 27.2, and to enable claims, issues and disputes to be resolved while work proceeds normally, the following procedures are to apply.

26.2 Employee(s) and/or Union representatives will place the matter before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.

- 26.3 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the next higher officer in charge of the relevant zone or region. That officer will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 26.4 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Director Human Resources. The Director Human Resources will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 26.5 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Commissioner. The claim, issue or dispute and all relevant circumstances relating to it will be fully reviewed by the Commissioner and the Union and all reasonable steps shall be taken in an attempt to resolve the matter.
- 26.6 No action is to be taken by the Union which would affect the Department's operations whilst a dispute is under investigation.
- 26.7 Failing agreement the claim, issue or dispute may be referred to the appropriate Industrial Tribunal.

27. Organisational Change under subclause 27.2

- 27.1 This clause recognises the capacity of the Commissioner to make decisions to effect change within the Department.
- 27.2
- 27.2.1 This clause applies to consultation and decisions regarding clause 24 (Training and Staff Development) and clause 30 (Alcohol and Other Drugs), to the exclusion of the procedures under clause 26.
- 27.2.2 This clause also applies in circumstances where the Commissioner decides to amend, revoke or replace the Procedural Guidelines specified in Part 4 of the Fire Brigades Regulation 2014.
- 27.2.3 This clause also applies to any proposal by the Department which will result in, or is likely to result in, a substantial and ongoing reduction in the work collectively available to a brigade's employees.
- 27.3 Prior to making any decision to effect change under the specified clauses the Commissioner must consult with the Union.
- 27.4 Consultation will commence with a written notification to the Union regarding the proposed change(s). Thereafter there will be a reasonable opportunity for the Union to present its views in relation to the proposed changes.
- 27.5 If, during the consultation process, there is a reasonable basis for the Commissioner to conclude that the consultation process has been exhausted, the Commissioner shall advise the Union accordingly and the following procedures shall then operate.
- 27.6 The Commissioner will notify the Union and the workforce affected by the proposed change of his/her decision in relation to the subject of the proposed change as well as the process and timetable for its implementation.
- 27.7 If the matter remains in dispute and is referred by the Union to the Industrial Relations Commission within 7 days of the notification of the decision under clause 27.6, there will be no implementation of the change for a further 14 days from the date of notification, subject to any orders of the Industrial Relations Commission.

- 27.8 The Union and the Commissioner shall be bound by any order or determination of the Industrial Relations Commission in relation to the dispute.
- 27.9 If Industrial action is engaged in at any stage in the operation of the process under this clause, then the prohibition on implementation under clause 27.7 ceases to operate.

28. Attendance and Availability Requirements

- 28.1 The following attendance guidelines shall apply to employees covered by this Award:
- 28.1.1 Attendance at Incidents -
- 28.1.1.1 Employees are required to attend a minimum of 33% of all calls received by the employee's brigade in any six month period.
- 28.1.1.2 Employees are also required to attend a minimum of 80% of all calls received by the employee's brigade during periods of compulsory availability in any four week period.
- 28.1.2 Attendance at Drills - Employees are required to attend a minimum of 75% of all regular drills conducted at their brigade in any six month period.
- 28.2 Any calls received or drills conducted during a period of approved leave or authorised absence will not be included as part of any relevant minimum levels as outlined in subclause 28.1. In effect, attendance percentages will be paused completely during any period of approved leave or authorised absence.
- 28.3 In cases where an employee's attendance falls below the requirements prescribed by subclause 28.1, the employee's Area Commander shall notify the employee in writing of such deficiency and inform the employee that his/her attendance will be monitored over the next 3 months. If the employee's attendance does not meet the required levels pursuant to subclause 28.1.1 for that 3 month period then disciplinary action may be initiated.
- 28.4 Employees who have been notified in terms of subclause 28.3 may make application to the Commissioner for special consideration.
- 28.5 The attendance requirements referred to in subclause 28.1 may be altered by agreement between the Department and the Union.
- 28.6 Compulsory Availability
- 28.6.1 Employees are required to declare a minimum number of hours during which they will be available to respond over the course of the coming week, and the days and times upon which this declared availability will apply. The minimum number of hours required of each employee shall be known as compulsory availability, and shall be determined by their current Retainer as provided at subclause 6.3.1.1.
- 28.6.2 Subject to subclauses 28.6.3 and 28.6.4, the day(s) and time(s) of any period(s) of compulsory availability shall be determined by the firefighter in consultation with their Captain and the other employees attached to their brigade and confirmed by each employee using an agreed system or, if the Department and Union are not agreed, a system determined by the Industrial Relations Commission.
- 28.6.3 Employees who have not declared their compulsory availability for the requisite number of hours for the week commencing 0001 hours Friday by 1800 hours on the Wednesday immediately beforehand may be allocated the day(s) and time(s) of their period(s) of compulsory availability for the coming week by the Duty Commander in consultation, if practicable, with the brigade's Captain, provided that an employee on the Standard Retainer cannot be assigned to a Weekday Retainer period without their consent.

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

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

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

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

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

29. Attendance at Major Emergencies

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

29.2 Travel Entitlements

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

29.2.2 Employees who are required to use their private vehicle to attend the incident or a "pick up point" that is not at their station, shall be paid at the rate prescribed at Entitlement Code "KM" of Table 3 of Part B, for the return distance from the station to the incident or pick up point.

29.2.3 Employees who are provided with transport for any part of the forward and return journeys between their residence and the incident shall be entitled to be paid travelling time at the appropriate rate of pay for the employee's classification for the time spent travelling, provided that:

29.2.3.1 Travelling Time shall not be paid for any part of a journey where the employee received payment under subclauses 29.2.1 or 29.2.2 of this Award; and

29.2.3.2 Travelling Time for the forward journey shall be calculated as being the total time between departure from the station or pick up point to arrival at the incident; and

29.2.3.3 Travelling Time for the return journey shall be calculated as being the total time between departure from the incident to arrival at the pick up point or station.

29.3 Accommodation Entitlements

- 29.3.1 Employees who reside further than 50 kilometres from the scene of the major emergency shall be entitled to be provided with appropriate accommodation where their attendance at the emergency extends beyond a single day or in such cases where it would be unreasonable to travel at the conclusion of duty.
- 29.3.2 Notwithstanding the provisions of subclause 29.3.1, the Commissioner may grant approval to provide appropriate accommodation to employees who reside within 50 kilometres of the scene of a major emergency.
- 29.3.3 Employees who are provided with accommodation shall be entitled to claim the incidental allowance prescribed at Item 7 of Table 5 of Part B, for each day of attendance.
- 29.3.4 Employees who have an entitlement to accommodation but are not provided with appropriate accommodation shall be entitled to claim an accommodation allowance in accordance with subclause 20.3.

29.4 Meals

- 29.4.1 Employees shall be provided with substantial meals for breakfast, lunch and dinner throughout the period of attendance at a major emergency.
- 29.4.2 Where meals are not provided to employees in accordance with subclause 29.4.1, an allowance set at Entitlement Code “MA” of Table 3 of Part B shall be paid.
- 29.4.3 Where employees are required to work between the meals provided for in subclause 29.4.1, such employees shall be entitled to the refreshments and meals prescribed by subclause 8.1.

29.5 Payment for time spent in Attendance

- 29.5.1 Where an employee’s period of attendance at a major emergency is less than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee’s classification for the entire period of attendance.
- 29.5.2 Where an employee’s period of attendance at a major emergency is greater than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee’s classification for the following periods:
- 29.5.2.1 on the day of departure from the employees’ residence, the period from the time of departure to 2400 Hrs; and
- 29.5.2.2 on the day of arrival at the employees’ residence following attendance at the major emergency, the period from 0000 Hrs to the time of arrival; and
- 29.5.2.3 for the period between the day of departure to and the day of return from attendance at a major emergency, all time less any periods of down time, provided that employees will receive payment of a minimum of 16 hours per day.
- 29.5.3 For the purposes of this subclause the “period of attendance at a major emergency” shall mean the entire period from the time of departure from the employee’s residence until the time of return to the employee’s residence following attendance at the emergency.
- 29.5.4 For the purposes of this subclause “periods of down time” shall mean periods of not less than 8 consecutive hours where employees are neither performing operational duties nor on stand by to perform such duties.

30. Alcohol and Other Drugs

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

31. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 31.1 The entitlement to salary package in accordance with this clause is available to permanent part-time employees.
- 31.2 For the purposes of this clause:
- 31.2.1 “salary” means the salary or rate of pay prescribed for the employee’s classification by clause 6, Rates of Pay and Allowances, Part B, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 31.2.2 “post compulsory deduction salary” means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 31.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 31.3.1 a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
- 31.3.2 an amount equal to the difference between the employee’s salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 31.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 31.5 The agreement shall be known as a Salary Packaging Agreement.
- 31.6 Except in accordance with subclause 31.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.
- 31.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 31.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
- 31.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 31.7.3 subject to the Department’s agreement, paid into another complying superannuation fund.
- 31.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.

31.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:

31.9.1 *Police Regulation (Superannuation) Act 1906;*

31.9.2 *Superannuation Act 1916;*

31.9.3 *State Authorities Superannuation Act 1987;* or

31.9.4 *State Authorities Non-contributory Superannuation Act 1987,*

the Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

31.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 31.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

31.11 Where the employee makes an election to salary package:

31.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

31.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 6, Rates of Pay and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.

31.12 The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.

31.13 The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

32. Employees' Duties

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

32.1.1 the direction is reasonable, and

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

32.2 Any direction issued by the Department pursuant to subclause 32.1 shall be consistent with:

32.2.1 the provision of a safe and health working environment,

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

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

33. Anti-Discrimination

- 33.1 It is the intention of the parties bound by this Award to seek to achieve the object in 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 33.2 It follows that in fulfilling their obligations under the Disputes Avoidance Procedures prescribed by Clause 26, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 33.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 33.4 Nothing in this Clause is taken to affect:
- 33.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 33.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 33.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 33.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 33.5 This Clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this Clause.

34. No Extra Claims

- 34.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 34.2 The terms of subclause 34.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

35. Area, Incidence and Duration

- 35.1 This Award rescinds and replaces the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2021 published 29 October 2021 (390 I.G. 910).
- 35.2 This Award shall take effect on and from 26 February 2022 and shall remain in force until 25 February 2023.

PART B**MONETARY RATES**

The following retainers, rates of pay and allowances are effective on and from the dates shown.

Table 1 – Retainers

Clause	Retainers per fortnight	Retainer Level	Code	26 February 2022 \$
6.3	Firefighters (all)	Base	A	75.27
		50%	B	150.55
		75%	C	225.82
		100%	D	301.09
	Deputy Captains (all)	Base	E	125.46
		50%	F	167.28
		75%	G	250.91
		100%	H	334.55
	Captains (all)	Base	I	140.51
		50%	J	187.37
		75%	K	281.03
		100%	L	374.70

Table 2 – Rates of Pay

Clause	Description	Code	26 February 2022 \$	
6.3	Recruit Firefighter	1st hour	M 31.87	
		Each further ½ hour or part	N 15.94	
	Firefighter	1st hour	O 35.86	
		Each further ½ hour or part	P 17.93	
	CFR Firefighter	1st hour	Q 38.37	
		Each further ½ hour or part	R 19.19	
	Deputy Captain	1st hour	S 39.84	
		Each further ½ hour or part	T 19.92	
	CFR Deputy Captain	1st hour	U 42.63	
		Each further ½ hour or part	V 21.32	
	Captain	1st hour	W 44.62	
		Each further ½ hour or part	X 22.31	
	CFR Captain	1st hour	Y 47.74	
		Each further ½ hour or part	Z 23.87	
	6.7.1	Relief Duties, all ranks	1st three hours	RD3 200.32
			Each further hour	RDH 80.14
6.8.1	Royal Easter Show	Firefighters (all) per hour	RASF 55.45	
		Deputy Captains (all) per hour	RASDC 59.43	
		Captains (all) per hour	RASC 64.21	

Table 3 - Allowances

Clause	Description		Code	26 February 2022 \$
6.8a.1	ComSafe duties		per hour	85.05
6.9	RTAAS Allowance	per fortnight	RTAS	16.85
6.7.3, 9 (all), 20.5.5, 29.2	Kilometre Allowance	per kilometre	KM	1.37
8.2.2, 8.3.1, 29.4.2	Meal Allowance	per meal	MA	33.25
8.2.1, 8.3.1	Refreshment Allowance	per meal	RA	\$16.65 \$16.00

Note 1: The amounts marked (#) are subject to adjustment on 1 July each year in accordance with subclause 8.3.

Table 4 - Authorised Duties

Attendance at:
1. Bushfire Management Committee Meetings
2. Local/District Emergency Management Committee Meetings
3. Local Government Meetings
4. Zone/Regional conferences and information days
5. Other such meetings as authorised by the Department.
Completion of Fire Reports where insufficient time available at the conclusion of calls
Testing of Fire Alarms
Attendance at station to enable service and maintenance work to be carried out
Station maintenance (i.e. lawn mowing, cleaning, BA and equipment checks)
Performance of Engine Keeper duties
Transporting FRNSW equipment in private vehicle
Restowing of Firefighter vehicles
Hose Repairs
Transporting a Firefighting Vehicle for servicing and/or repairs from the Station to another location
Recharging of BA cylinders
Participation in selection committees
Attendance at PR activities (i.e. open days, fetes, career markets, information displays, etc.)
Attendance at Public Education activities (i.e. sessions in schools/community groups, smoke alarm campaigns)
Participation in joint training sessions/exercises with other emergency services
Attendance at training exercises/schools additional to the regular drill program
Hydrant Inspections
Pre-incident planning exercises

Table 5 - Travelling Compensation Allowances

Item No.	Clause No.	Description	Unit	On and from 1 July 2022	
1	20.2.1	Breakfast	Per meal	## \$29.90	^^ \$26.15
2	20.2.2	Lunch	Per meal	## \$33.65	^^ \$30.60
3	20.2.3	Dinner	Per meal	## \$57.30	^^ \$52.75
4	20.3.1	Accommodation first 35 days (includes all meals)	Per day		

		- Capital Cities		\$340.15 Sydney \$299.15 Adelaide \$317.15 Brisbane \$310.15 Canberra \$362.15 Darwin \$289.15 Hobart \$315.15 Melbourne \$322.15 Perth
		- High Cost Country Centres		\$289.15 Armidale \$283.15 Bathurst \$287.15 Bega \$307.15 Bourke \$294.15 Broken Hill \$286.15 Cobar \$290.15 Coffs Harbour \$290.15 Dubbo \$287.15 Gosford \$280.15 Griffith \$286.15 Lismore \$306.15 Mudgee \$299.15 Muswellbrook \$327.15 Newcastle \$332.15 Norfolk Island \$289.15 Nowra \$318.15 Orange \$312.15 Port Macquarie \$281.15 Queanbeyan \$296.15 Wagga Wagga \$300.15 Wollongong
		Tier 2 Country Centres		\$265.45 Albury \$265.45 Cooma \$265.45 Cowra \$265.45 Goulburn \$265.45 Grafton \$265.45 Gunnedah \$265.45 Inverell \$265.45 Narrabri \$265.45 Tamworth \$265.45 Taree \$265.45 Tumut
		- Other Country Centres		\$249.45
5	20.3.2 & 29.3.3	Actual Necessary Expenses - all locations	Per day	\$21.30
6	20.3.3	Accommodation – after first 35 days and up to 6 months	Per day	50% of the appropriate location rate
7	20.4	Incidental Expenses	Per day	\$21.30

Legend:

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

= Capital Cities & High Cost Country Centres.

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

C. MUIR *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (FIRE AND RESCUE NSW PERMANENT FIREFIGHTING STAFF) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Fire and Rescue NSW.

(Case No. 73882 of 2022)

Before Commissioner Muir

27 September 2022

AWARD

PART A

Clause 1. Introduction

- 1.1 This Award shall be known as the “Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2022”.
- 1.2 This Award regulates the rates of pay and conditions of employment for employees covered by this Award.
- 1.3 This Award is in three Parts as follows:-

Part A - Introduction, Index, Basic Wage, and Definitions

Part B - Rates of Pay and Conditions of Employment

Part C - Monetary Rates
- 1.4 Except as provided by subclause 1.5, the provisions of Part B, Rates of Pay and Conditions of Employment shall apply to all employees covered by this Award.
- 1.5 The provisions of Clause 9 – Overtime, Clause 10 - Meals and Refreshments, Clause 12 – Relieving Provisions, Clause 16 – Training Course Attendance Entitlements, Clause 19 - Examination and Assessment leave, Clause 25 - Court Attendance Entitlements, Clause 27 - Notice of Transfer and Clause 28 - Transfers Outside the GSA shall not apply to Executive Officers.

2. Index

1. Introduction
2. Index
3. Basic Wage
4. Definitions
5. Intention
6. Rates of Pay and Allowances
7. Higher Duties
8. Hours of Work
9. Overtime
10. Meals and Refreshments
11. Transport
12. Relieving Provisions
- 12a. Interstate and International Deployments
13. Progression and Promotion Provisions
14. Operational Support Positions

15. Training and Staff Development
16. Training Course Attendance Entitlements
17. Annual Leave
18. Compassionate Leave
19. Examination and Assessment Leave
20. Long Service Leave
21. Parental Leave
22. Carer's Leave
23. Sick Leave
- 23a. Domestic and Family Violence Leave
24. Special Leave for Union Activities
25. Court Attendance Entitlements
26. Travelling Compensation
27. Notice of Transfer
28. Transfers Outside of the GSA
29. Transferred Employee's Compensation
30. Rental of Premises
31. Protective Clothing and Uniforms
32. Clothes Drying Facility
33. Cleaning of Clothes
34. Safety Belts
35. Disputes Avoidance Procedures
36. Organisational Change under Clause 36.2
37. Acknowledgment of Applications and Reports
38. Procedures Regarding Reports and Charges
39. Alcohol and Other Drugs
40. Salary Sacrifice to Superannuation
41. Anti-Discrimination
42. Employees' Duties
43. No Extra Claims
44. Area, Incidence and Duration

3. Basic Wage

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

4. Definitions

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

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

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

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

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

"Employee" means a person, other than an employee covered by the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award, employed in one of the classifications covered by this Award, as a member of Fire and Rescue NSW in terms of the provisions of the *Fire and Rescue NSW Act 1989*. Provided that where "employee" is referred to in the provisions of this Award which apply exclusively to either Operational Firefighters, Operational Support Positions or to Executive Officers, "employee" shall mean only those classifications to which the exclusive conditions are intended to apply.

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

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

"Fire District" has the same meaning as in the *Fire and Rescue NSW Act 1989*.

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

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

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

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

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

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

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

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

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

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

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

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

"Refreshments" means tea bags, instant coffee, boiling water, sugar, long life milk, two biscuits and one cereal bar (any bar from the following list: K Time Twists 37 g bar, All-Bran Baked Bars 40g bar, Uncle Tobys

Crunchy Muesli Bars Apricot, Uncle Tobys Fruit Twist – Apple and Pear, or similar) or one Goulburn Valley or similar fruit pack 220 g (no added sugar) and one liquid meal drink (any drink from the following list: Sustagen Sport 250 ml, Up and Go 250 ml, or similar) or one carbohydrate/electrolyte beverage (Sqwincher Qwik Serv 42g sachet, or similar).

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

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

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

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

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

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

PART B

5. Intention

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

6. Rates of Pay and Allowances

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

6.2 Operational Firefighters

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

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

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

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

6.4

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

6.4.2 The 'loading' referred to in subclause 6.3.1 is an amount which is in compensation for the incidence, as a result of the normal roster arrangements, of work on weekends and public holidays. Employees who work on Easter Sunday or on any additional public holiday that is Gazetted or otherwise confirmed by the NSW Government shall be credited with the same number of hours

of consolidated leave as those hours actually worked on each such day. For the purposes of this clause additional public holidays shall not include local public holidays.

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

6.5

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

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

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

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

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

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

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

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

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

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

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

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

- 6.6.8 The Communications Allowance set at Item 8 of Table 3 of Part C, per week, for Senior Officers who are qualified for and attached to the Communications section at Sydney, which shall be paid for all purposes.
- 6.6.9 The Country Allowance set at Item 9 of Table 3 of Part C for Officers and Senior Officers who are attached to a station or workplace located outside the GSA and outside the areas specified in subclause 28.2.2, of this Award, which shall be paid for all purposes.
- 6.6.10 The Remote Area Allowance set at Item 10 of Table 3 of Part C, per week, for Non-Officers and Officers who are attached to a station at Broken Hill or Moree, which shall be paid for all purposes.
- 6.6.11 The Rescue Allowance set at Item 11 of Table 3 of Part C for Non-Officers and Officers who are recognised as qualified rescue operators by the State Rescue Board and who are attached to a Primary or Secondary Rescue station.
- 6.6.12 The Service Allowance set at Item 12 of Table 3 of Part C for Non-Officers who have completed the requisite period of service as an employee.
- 6.6.13 The Marine Allowance set at Item 13 of Table 3 of Part C, per week, for Non-Officers and Officers who are qualified for and attached to a designated marine station.
- 6.7 Exceptions, Explanations and Method of Adjustment
- 6.7.1 Subject to subclause 7.7, the allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) shall not be payable to the occupants of Operational Support positions.
- 6.7.2 The allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) shall be paid in full, regardless of the number of shifts actually worked by the employee within that week.
- 6.7.3 The term "attached to" within this Clause shall include employees who are permanently assigned to the relevant station or section but who are performing an Outduty at some other location and Relieving Employees whose base station is the relevant station or section and who are performing relief duty at some other location, but shall not include employees who perform duty at the relevant station or section pursuant to Clause 9, Overtime, except as provided for in subclauses 6.6.6, 6.6.7, 6.6.8, 6.6.9 and 6.6.10.
- 6.7.4 The allowances set at subclause 6.6.12 shall in future be adjusted by firstly calculating the increase for 5-10 years service to the nearest cent to arrive at a new base rate and then doubling that new base rate to arrive at the new 10-15 years service amount and tripling that new base rate to arrive at the new 15-plus years service amount.
- 6.7.5 The Major and Minor Aerial allowances set at subclauses 6.6.3 and 6.6.4 respectively, shall not be paid concurrently. In situations where both allowances would otherwise apply pursuant to this Clause, the Major Aerial Allowance only shall be paid.

6.8 Executive Officers

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

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

6.9 Provisions Applying to All Employees

- 6.9.1 Employees shall be paid fortnightly and payment shall be made into a bank account specified by the employee, or other financial institutions acceptable to the Department and the Union.
- 6.9.2 Employees shall be paid not later than Thursday in any pay week. Provided that Operational Firefighters who perform overtime shall be paid within two pay periods of the date upon which such overtime was worked.
- 6.10
- 6.10.1 An employee shall not be entitled to payment in respect of any unwarranted absence from duty or in respect of leave granted without pay.
- 6.10.2 Where any strike or stoppage of work occurs during a pay period for which payment has already been made, the Department shall deduct the amount overpaid from the wages of the employee. The provisions of subclause 6.16 shall not apply in cases where overpayments have occurred as a result of any strike or stoppage of work.
- 6.11 Unless as otherwise provided for in Clause 24, Special Leave for Union Activities, where an employee is, on application, granted leave by the Department to attend to Union business, all such leave shall be leave without pay.
- 6.12 Where the period of absence or leave under subclauses 6.10 and 6.11 of this clause, is a portion of a week, the amount to which an employee shall be disentitled shall be ascertained on an hourly basis. Such disentitlement shall be calculated to the nearest five minutes.
- 6.13 Where a portion of a week is worked in a higher classification immediately following promotion, payment for that portion shall be ascertained, on an hourly basis, by dividing the minimum rate of pay applicable to the new classification by forty. Such entitlement shall be calculated to the nearest five minutes.
- 6.14 In the event of the death of an employee, all monies due to the employee pursuant to the provisions of this Award shall be paid to the employee's estate.
- 6.15 Payroll Deductions:
- 6.15.1 Except as provided for in subclause 6.15.2, all salary deductions shall be made in accordance with the Treasury Guidelines.
- 6.15.2 Upon application by an employee, the Department shall make deductions from the employee's pay for Union subscriptions and shall forward the amount so deducted to the Union as soon as possible thereafter.
- 6.16 Overpayments:
- 6.16.1 In cases where an employee has been overpaid, the Department shall be entitled to recover such overpayment in full. Unless the employee agrees otherwise, the maximum rate at which the overpayment can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly pay.
- 6.16.2 In all cases where overpayments have occurred, the Department shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The Department will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- 6.16.3 The recovery rate of 10% of an employee's gross fortnightly pay referred to in subclause 6.16.1 may be reduced by approval of the Commissioner if the Commissioner is satisfied that such a rate of recovery would cause undue hardship to the employee concerned.

- 6.16.4 Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause 6.16.1, the Department shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

7. Higher Duties

- 7.1 Subject to subclauses 7.2, 7.3, 7.4 and 7.7, an employee shall not be permitted to perform higher duties unless, firstly, the employee is qualified to perform such duties and, secondly, where a rank or classification structure applies, the employee is at the rank or classification immediately below the rank or classification of the position in which the relief is to be performed.
- 7.2 Where a Station Officer is temporarily absent (on leave or for any other reason), that Station Officer's position may be filled by a Leading Firefighter performing higher duties, provided that no absent Station Officer's position may be filled by a Leading Firefighter performing higher duties (either by election or direction) for more than 28 days of any such absence.
- 7.3 Where an Inspector (including an Operational Support Inspector) is temporarily absent (on leave or for any other reason), that Inspector's position may be filled by a Leading Station Officer performing higher duties, provided that no absent Inspector's position may be filled by a Leading Station Officer performing higher duties (either by election or direction) for more than 28 days of any such absence.
- 7.4 Leading Firefighters and Leading Station Officers may elect or be directed to temporarily perform higher duties in the circumstances described in subclauses 7.2 and 7.3 and subject to subclause 7.5, shall not perform higher duties otherwise.
- 7.5 The limitations of subclauses 7.2, 7.3 and 7.4 shall not apply where:
- 7.5.1 a vacancy in a Country position arises and is advertised in Commissioner's Orders pursuant to subclause 28.7 within 28 days of such vacancy occurring, in which case a Leading Firefighter or Leading Station Officer (as the case may be) may elect or be directed to perform the duties of the vacant position until the position is filled, or the expiration of three months, whichever occurs first.
- 7.5.2 a Leading Firefighter or Senior Firefighter successfully applies for a Country Officer position pursuant to subclause 28.7.2, in which case the Leading Firefighter or, subject to subclause 28.7.2.3, Senior Firefighter shall be transferred to that station/location and shall perform the duties of the vacant position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.8.2. An employee who ceases to be eligible for such promotion shall cease to hold that position and be transferred to the GSA.
- 7.5.3 a Leading Station Officer or Station Officer successfully applies for a Country Senior Officer position pursuant to subclause 28.7.3, in which case the Leading Station Officer or, subject to subclause 28.7.3.3, Station Officer shall be transferred to that station/location and shall perform the duties of the vacant position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.10.2. An employee who ceases to be eligible for such promotion shall cease to hold that position and be transferred to the GSA.
- 7.5.4 a Leading Station Officer or Station Officer successfully applies for an Operational Support Inspector's position pursuant to subclause 28.7.4, in which case the Leading Station Officer or Station Officer (as the case may be) shall be transferred to that station/location and shall perform the duties of the vacant Operational Support Inspector's position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.10.2. An employee who ceases to be eligible for such promotion shall cease to hold that position and, if located outside of the GSA, be transferred to the GSA.
- 7.5.5 A Senior Firefighter successfully applies for an Operational Support Station Officer's position pursuant to subclause 14.10.1, in which case the Senior Firefighter shall be transferred to that

station/location and shall perform the duties of the vacant Operational Support Station Officer's position, until such time as they are either promoted (subject to subclauses 14.10.4), or cease to be eligible for such promotion pursuant to subclauses 13.7.4 and 13.8.2. An employee who ceases to be eligible for such promotion shall cease to hold that position and, if located outside of the GSA, be transferred to the GSA.

- 7.6 For the avoidance of doubt, the intention of subclauses 7.2, 7.3, 7.4 and 7.5 is to ensure that Station Officer positions are ordinarily filled by employees holding the rank of Station Officer or Leading Station Officer, and that Inspector positions are ordinarily filled by employees holding the rank of Inspector.
- 7.7 An employee performing higher duties shall be paid the difference between the employee's usual rate of pay and the minimum rate of pay for the rank or classification in which the higher duties are performed. An employee who is ordinarily entitled to an allowance at subclause 6.6.3 to 6.6.13 (inclusive) shall continue to be paid such allowance while they are performing higher duties.
- 7.8 An employee performing higher duties who proceeds on any form of leave shall be paid during such leave at the employee's usual rate of pay and not at the rate of pay of the rank or classification in which the higher duties were being performed.
- 7.9 While a Senior Officer who relieves an Executive Officer shall be remunerated for the period of relief in terms of subclause 7.7, such employee shall, with the exception of provisions relating to hours of work and overtime, retain the conditions of employment applicable to a Senior Officer. In relation to hours of work and excess hours such an employee shall, for the period of relief, be covered by subclause 8.13 of Clause 8, Hours of Work.
- 7.10 In selecting employees to perform higher duties the following procedures shall apply:
- 7.10.1 Where the period of relief is to be less than one month, merit selection need not be applied. However, the Department shall have regard to the principles of equitably sharing career development opportunities.
- 7.10.2 Where the period of relief of an Executive Officer or an Operational Support position is one month or more and the need for the relief is known in advance, expressions of interest shall be called for and determined by merit selection.
- 7.10.3 Where the need for the relief of an Executive Officer or an Operational Support position is not known in advance, but it subsequently becomes known that the duration of the relief is anticipated to be for two months or more, the initial appointment shall be made in accordance with subclause 7.10.1. However, immediately following that initial appointment expressions of interest are to be called for and determined by merit selection.

8. Hours of Work

- 8.1 Subject to subclauses 8.2.2 and 8.2.3, the average ordinary working hours of Operational Firefighters shall be forty hours per week over the cycle of weeks for which the rosters of ordinary hours of duty and leave operate. All rosters include, in addition to the average forty ordinary hours per week, an average per week of two hours of thirty-eight hour week leave accrual which shall be accumulated and added to annual leave accrual and taken in accordance with Clause 17, Annual Leave.
- 8.2 Arrangement of Rosters
- 8.2.1 Subject to subclause 8.9, Operational Firefighters shall work the roster in operation at the station/location to which they are permanently attached and this roster shall be known as their default roster. No default roster shall allow rostered shifts in excess of fourteen hours duration. Any proposed change at any location from one roster system to another, or to a new roster system, shall only occur following consultation between the Department and the Union.

- 8.2.2 Operational Firefighters may, with the Department's agreement, elect to work alternative rosters to their default roster, provided that any such alternative roster:
- 8.2.2.1 must operate over an eight-week cycle and be drawn up and provided to both the Operational Firefighter and the Union not less than fourteen days prior to commencement;
 - 8.2.2.2 must allow at least eight consecutive hours between the cessation of one rostered shift and the commencement of the next rostered shift;
 - 8.2.2.3 must operate within the hours of the Operational Firefighter's default roster, provided that employees whose default roster is the Special Roster may apply to work alternative rosters that commence and cease up to two hours earlier or later than provided by the Special Roster.
 - 8.2.2.4 must not allow split or broken shifts;
 - 8.2.2.5 must not allow a reduction in the minimum Operational Firefighter staffing required at the station/location in question;
 - 8.2.2.6 must not allow more than five days' work, or more than five rostered shifts, in any seven day period; and
 - 8.2.2.7 must not average more than forty two ordinary working hours per week over the eight-week cycle.
- 8.2.3 An Operational Firefighter who elects to work an alternative roster that allows fewer average ordinary working hours than allowed for by subclause 8.1 shall be paid and accrue leave on a pro-rata basis.
- 8.2.4 Notwithstanding anything to the contrary elsewhere in this Award, an Operational Firefighter who elects to work an alternative roster that allows one or more 24 hour shifts shall:
- 8.2.4.1 be paid the Relieving Allowance, if payable, twice for each rostered 24 hour shift so worked; and
 - 8.2.4.2 have any Outduty performed during a rostered 24 hour shift counted as two Outduties for the purposes of subclause 12.17; and
 - 8.2.4.3 have the period before a Stand By becomes an Outduty during a rostered 24 hour shift doubled, but only if the Stand By is performed to cover the absence of another employee who was rostered to work a 24 hour shift; and
 - 8.2.4.4 have any compassionate leave taken during a rostered 24 hour shift counted as two shifts for the purposes of subclause 18.1; and
 - 8.2.4.5 have any unsupported sick leave absence taken during a rostered 24 hour shift counted as two separate occasions for the purposes of subclause 23.8 except;
 - 8.2.4.5.1 a part shift sick leave absence falling between 0800 and 1800 hours or a part shift sick leave absence between 1800 and 0800 will be counted as one occasion for the purposes of subclause 23.8.
 - 8.2.4.5.2 The arrangements in subclause 8.2.4.5.1 will cease on the expiration of this Award unless either party terminates these arrangements sooner
- 8.2.4a In all cases, the Relieving Allowance paid at subclause 8.2.4.1 and the Outduties and leave counted at subclauses 8.2.4.2, 8.2.4.4 and 8.2.4.5 shall not be paid or counted either less or more than twice during a 24 hour rostered shift.

8.2.5 Subject to subclause 8.2.6, the Department shall return an Operational Firefighter who is working an alternative roster to their default roster within fourteen days of receipt of a written request from the Operational Firefighter.

8.2.6 Where the Department’s agreement to the working of an alternative roster was conditional upon one or more Operational Firefighters working an alternative roster in concert with each other and one or more of those Operational Firefighters submits a written request to return to their default roster, the Department:

8.2.6.1 shall return the Operational Firefighter(s) who requested to return to their default roster within 28 days; and

8.2.6.2 shall notify the remaining Operational Firefighters, in writing, of that request within 7 days; and

8.2.6.3 may return the Operational Firefighters to their default rosters not less than 21 days following their receipt of notification at subclause 8.2.6.2.

8.3 Standard 10/14 Roster System

	1st Week	2nd Week	3rd Week	4th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>
A HOURS	D D N N 48	D D N N 48	D D N N 48	D D N N 48
B HOURS	N N 38	D N N 38	D D N N 48	D D N N 48
C HOURS	D D N 34	N D D 34	N N D 38	D N N 38
D HOURS	D D N N 48	D D N N 48	D D N 34	N D D 34

	5th Week	6th Week	7th Week	8th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>
A HOURS	D D N 34	N D D 34	N N D 38	D N N 38
B HOURS	D D N N 48	D D N N 48	D D N 34	N D D 34
C HOURS	D D N N 48	D D N N 48	D D N N 48	D D N N 48
D HOURS	N N D 38	D N N 38	D D N N 48	D D N N 48

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

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

8.4 Back to Back Roster System

	1st Week	2nd Week	3rd Week	4th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>
E HOURS	D D D D 48	D D D D 48	D D D D 48	D D D D 48
F HOURS	D D D 36	D D D 36	D D D 36	D D D 36

	5th Week	6th Week	7th Week	8th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>
E HOURS	D D D 36	D D D 36	D D D 36	D D D 36
F HOURS	D D D D 48	D D D D 48	D D D D 48	D D D D 48

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

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

8.5 Overlap Roster System

	1st Week	2nd Week	3rd Week	4th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>
G HOURS	D D D D 52.5	D D D 31.5	D D D D 52.5	D D D 31.5
H HOURS	D D D 31.5	D D D D 52.5	D D D 31.5	D D D D 52.5

	5th Week	6th Week	7th Week	8th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>
G HOURS	D D D D 52.5	D D D 31.5	D D D D 52.5	D D D 31.5
H HOURS	D D D 31.5	D D D D 52.5	D D D 31.5	D D D D 52.5

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

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

8.6 Special Roster System

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

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

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

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

8.9.1 In the event of an alarm, requiring any station to stand by or respond to an incident, being received at the station during roll call, the oncoming platoon shall, if required, respond to the

- incident. The off-going platoon shall remain on duty, if required, or until otherwise directed. Roll calls shall be conducted by the station bell being rung two minutes before rostered time to change shift.
- 8.9.2 The oncoming shift available in the station may attend roll call without any overtime penalty being incurred, but on completion of the roll call and the Officer-in-Charge being satisfied that there are adequate staff for the shift, the off-going shift shall then be dismissed.
- 8.9.3 No employee shall be charged with being absent from duty who misses the roll call at two minutes in the time set for the change of shift, provided that the employee is on station premises by the rostered time for the shift to commence. An employee retained beyond the ceasing time of the shift shall be paid overtime.
- 8.9.4 If, when the oncoming platoon reports at a station at the time prescribed for the change of shift, the other platoon is proceeding to or attending an incident or alarm, the oncoming platoon, if so ordered, shall after roll call, proceed to the incident and the Officer or senior members of the platoon shall report, without delay, the arrival of the platoon to the Officer-in-Charge of the incident. The off-going platoon shall remain on duty at the incident until relieved.
- 8.9.5 The Officer-in-Charge of the incident may, if in that Officer's judgment it is expedient, hold both the oncoming and off-going platoons for duty at the incident. If the off-going platoon is not held at the incident or is not detained at the incident for duty elsewhere, it shall report back to the station and shall remain available until the other platoon returns or until otherwise directed, when it shall be dismissed.
- 8.9.6 In the event of one or more members of the ongoing platoon being absent an equal number of members in the platoon on duty shall be liable to be detained on duty until such time as they may be relieved. Nothing herein contained shall be deemed to sanction an unauthorised absence or to relieve the absent member from a liability to be charged with being absent without leave and dealt with accordingly.
- 8.10 The rosters provide for an amount of residual leave of 7.25 hours per annum, which is to be credited as consolidated leave, on the anniversary of the employee's date of commencement of employment by the Department notwithstanding the provisions of subclause 8.8.
- 8.11 Employees shall not work in excess of sixteen (16) hours straight except in the case of a call to an incident or other emergency circumstances, or by agreement pursuant to subclause 8.12.
- 8.12 Employees may elect, but not be directed, to work in excess of sixteen (16) hours straight by way of overtime, an alternative roster or a change of shift agreement provided:
- 8.12.1 that such employees have the Department's approval to do so; and
- 8.12.2 that such employees have at least eight consecutive hours off duty between the cessation and recommencement of duty; and
- 8.12.3 that no employee shall be permitted to work in excess of twenty four (24) hours straight except in the case of a call to an incident or other emergency circumstances, or a staff shortage pursuant to subclause 8.9.6.
- 8.13 Executive Officers - Executive Officers shall work an average of forty ordinary hours per week on a flexible basis according to the needs of the organisation on any day of the week or at any time of the day.
- 8.14 Change of Shift Agreements - Notwithstanding anything to the contrary elsewhere within this Award, two or more Non-Officers, Officers or Senior Officers (as the case may be) may enter into a full or part change of shift agreement with each other subject to the following conditions:
- 8.14.1 Employees shall apply in writing at least 24 hours prior to performing a full or part change of shift. This application, which may provide for multiple and/or recurring changes of

shift, shall include the number of hours, the relevant times and date(s) and the names and signatures of both the employee(s) seeking the change and the employee(s) who shall be working in their stead.

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

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

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

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

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

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

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

8.14.2.2.2 subject to subclause 12.6, be paid the Relieving Allowance provided: firstly; that Employee B shall always assume Employee A's base station for the purposes of Clause 12; and secondly; if Employee A and Employee B satisfy the requirements of subclause 12.6 then only Employee B shall be paid the Relieving Allowance and, if applicable, only Employee B shall be considered to have performed an Out duty.

8.14.2.3 Employees may take leave (including annual and long service leave) during an operative change of shift agreement. Such employees shall not be required to make alternative arrangements (which, if necessary, shall be made instead by the Department) in the event that they or any other employee who is party to that agreement takes leave, scheduled or otherwise.

8.14.2.4 If Employee A takes annual leave or long service leave during an operative change of shift agreement then Employee A shall have both the hours they were rostered to work and the change of shift hours they had agreed to work for any other employee(s) deducted from Employee A's annual leave balance or long service leave balance.

8.14.2.5 If Employee B works an agreed change of shift for Employee A while Employee A is on annual leave or long service leave then Employee A shall be credited with the same number of annual leave or long service leave hours as worked by Employee B for Employee A.

8.14.2.6 If Employee B takes any form of leave (including, for example, sick leave) when scheduled to work an agreed change of shift for Employee A then those leave hours shall be deducted (but not paid for) from Employee B's relevant leave balance, unless it is a part change of shift agreement pursuant to 8.14.2.7.

8.14.2.7 Employee B may elect to enter into a change of shift agreement while on annual leave. In these circumstances, Employee B's entire annual leave period shall be debited for the hours they were rostered off on annual leave.

- 8.14.3 Employees shall not be permitted to perform full or part changes of shift immediately prior to or following their own rostered shift unless that full or part change of shift is to be worked at the same station as that rostered shift.
- 8.14.4 An on duty employee who has arranged a part change of shift shall not be permitted to leave duty until properly relieved by the employee who has agreed to work in their stead.
- 8.14.5 If there is a call of fire or any other emergency that disturbs or prevents a previously arranged part change of shift, no arrangement shall be made, or be expected to be made, to recall another employee. Any inconvenience shall be borne by the employees concerned without redress.
- 8.14.6 The Department shall not refuse an application to perform a full or part change of shift without good and proper reason, but may cancel a previously approved change of shift on the same basis provided sufficient notice is given to the affected employees.
- 8.14.7 Subject to subclause 8.14.2.3, an employee who has entered into a change of shift agreement will remain bound by that agreement unless and until such time as the other employee(s) concerned agrees, in writing, to terminate that agreement, or a change of shift is cancelled by the Department pursuant to subclause 8.14.6.

9. Overtime

- 9.1 Subject to subclause 9.2, overtime shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter, provided that an employee who is required to work overtime shall be entitled to payment for at least 15 minutes of overtime on each occasion that the employee is called upon to work overtime. To avoid doubt, where work commences prior to the start of an employee's rostered shift and continues beyond the conclusion of that shift then the relevant rate of pay shall be determined by having regard to the entire period of overtime worked, so that any and all overtime worked in excess of two hours is paid at the rate of double time.
- 9.2 Any time worked by an employee in excess of 24 consecutive hours shall be paid for at the rate of double time, regardless of that employee's roster.
- 9.3 For meal allowance entitlements where an employee works overtime, see Clause 10, Meals and Refreshments.
- 9.4 When it is reasonably necessary for an employee who has returned to the station either before or after the ceasing hour of the shift to clean up before leaving the station, and thereby justifiably leaves the station after the ceasing hour, the time so reasonably and necessarily occupied beyond the ceasing hour shall be paid for as overtime.
- 9.5 The hourly rate of pay for an employee in the classification of Firefighter, Qualified Firefighter, Senior Firefighter, Leading Firefighter, Station Officer, Leading Station Officer, Inspector, Operational Support Level 1, Operational Support Level 2 or Operational Support Inspector shall be ascertained for the purpose of this clause by dividing the employee's "Per Week" rate of pay by 41.75. The hourly rate of pay for an employee in the classification of Recruit Firefighter, Operational Support Level 2a or Operational Support Level 3a shall be ascertained for the purpose of this clause by dividing the employee's "Per Week" rate of pay by 40.
- 9.6 Recall to Incident
- 9.6.1 An employee who is off duty and who is called upon, pursuant to subclause 9.6.2, to report for duty to attend an incident shall be entitled to a minimum payment equal to two hours at overtime rates.
- 9.6.2 Notwithstanding anything elsewhere contained in this clause, in the case of an incident, all employees off duty shall be liable to be called upon to report for duty and if called upon shall report immediately for duty

- 9.6.3 An employee who is on annual leave or long service leave and who reports for duty to attend an incident shall, in addition to payment pursuant to subclause 9.1, be credited with consolidated leave equal to the amount of time so worked.
- 9.6.4 For meal allowance entitlements when the employee remains on duty for a period of four hours or more in connection with a recall pursuant to subclause 9.6.1, see Clause 10, Meals and Refreshments.
- 9.7 Recall to Maintain Required Staffing Levels
- 9.7.1 An employee off duty who is required to report for duty for the purpose of maintaining required staffing levels shall, on so reporting, be entitled to a minimum payment equal to four hours at overtime rates.
- 9.8 Where an employee recalled pursuant to either subclauses 9.6.2 or 9.7.1:
- 9.8.1 Is required to transport the employee's gear from the station/location at which the gear is located to another station/location in order to perform the duties of the recall, such employee shall be paid the Kilometre Allowance set at Item 2 of Table 3 of Part C, for the distance travelled on the forward journey between the two locations, provided that employees who are placed upon a transfer register pursuant to clause 28, Transfers Outside of the GSA, and are claiming residential priority shall instead be paid the Kilometre Allowance for the distance between the permanently staffed station closest to their primary residence and the station/location where the duties of the recall are to be performed.
- 9.8.2 Is required to transport the employee's gear back to the station/location at which the gear was located because the Department is unable to do so, the employee shall also be entitled to be paid kilometres equal to the forward journey at subclause 9.8.1. For the purpose of this subclause "distance travelled" means the agreed distance or, if the distance is not covered by a Matrix, the actual kilometres between the two stations/locations.
- 9.8.3 Incurs a toll as a consequence of using a bridge, tunnel or motorway when travelling to perform the recall, such employee shall be reimbursed for the cost of the toll.
- 9.9 On such nights as may be fixed by the Department or by the Commissioner on reasonable notice in the circumstances not exceeding two nights in any week, an employee shall work such overtime as is reasonably necessary for usual Brigade inspections, or for giving instructions to Retained Firefighters.
- 9.10 When overtime work is necessary it shall, except in the case of an emergency, be so arranged that employees have at least eight consecutive hours off duty between the work of successive shifts. Where an employee works so much overtime between the termination of the employee's ordinary work on any day or shift, and the commencement of the employee's ordinary work on the next day or shift, that the employee has not had at least eight consecutive hours off duty between these times, the employee shall be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 9.10.1 If on the direction of the employee's authorised supervisor, such employee resumes or continues work without having had such eight consecutive hours off duty, the employee shall be paid at the rate of double time until the employee is released from duty for such period, and the employee shall be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 9.10.2 Provided that while recalls shall be paid for at overtime rates in accordance with this Award, where the actual total time worked on a recall or recalls is less than 3 hours it shall not count for the purpose of determining whether an employee has had an eight hour break pursuant to this subclause.

10. Meals and Refreshments

10.1 Attendance at an Incident

- 10.1.1 For the purposes of this clause, an "incident" also includes hazard reduction or any similar situation where facilities comparable to those provided at fire stations are not available to partake of a meal.
- 10.1.2 Where an employee attends an incident which extends for two hours or more; Refreshments shall be provided no later than two hours after the start of the incident.
- 10.1.3 Where such an incident extends for four hours or more, the employee shall be provided with a Substantial Meal. After every subsequent four hours of attendance at such an incident, a further Substantial Meal shall be provided.

10.2 Payment in Lieu of the Provision of Refreshments/Meals

- 10.2.1 Where Refreshments are not provided in terms of subclause 10.1.2, the Refreshment Allowance set at Item 15 of Table 3 of Part C, shall be paid.
- 10.2.2 Where an Emergency Meal is supplied in lieu of a Substantial Meal, the Refreshment Allowance set at Item 15 of Table 3 of Part C, shall be paid.
- 10.2.3 Where a Substantial Meal or Emergency Meal is not provided in terms of subclause 10.1.3, the Meal Allowance set at Item 14 of Table 3 of Part C, shall be paid.

10.3 During Overtime

10.3.1 An employee who works overtime which:

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

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

10.4.1 The payments referred to in subclause 10.3.1.2 (only) shall, unless the Officer-in-Charge is not available to make such payment, be made prior to or at the cessation of the shift or overtime as the case may be. In cases where the Officer-in-Charge is not available to make payment, the employee shall be paid at the earliest opportunity thereafter.

10.4.2 The allowances referred to in this clause shall be calculated as follows:

- 10.4.2.1 The Meal Allowance at Item 14 of Table 3 of Part C, is the average, rounded to the nearest five cents, of the amounts prescribed for the overtime meal allowances for breakfast, lunch and dinner at Item 19 of Table 1 Part B of the Crown Employees (Public Service Conditions of Employment) Award 2002.
- 10.4.2.2 The Refreshment Allowance in Item 15 of Table 3 is half, rounded to the nearest five cents, of the Meal Allowance in Item 14 of Table 3 of Part C.

- 10.4.2.3 The amounts specified in 10.4.2.1 and 10.4.2.2 shall be adjusted on 1 July in line with the corresponding reasonable allowance amount for overtime meals for the appropriate financial year as published by the Australian Taxation Office (ATO).

11. Transport

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

12. Relieving Provisions

- 12.1 The provisions of this clause shall only apply to:
- 12.1.1 Relieving Employees, as defined in Clause 4, when such employees work a rostered shift at either the employee's base station/location or performs a relief duty at another station/location; and
- 12.1.2 Other employees when such employees perform an "Outduty", as defined in Clause 4.
- 12.2 Relieving Employees shall be assigned to a base station/location which, as far as is practicable having regard to the Department's operational requirements, is in the employee's stated preferred Zone, or in the Zone closest to the employee's residence.
- 12.3 Relieving Employees shall report for duty at their base station/location unless otherwise directed.
- 12.4 Subject to the exceptions in subclause 12.4.1, employees cannot be directed to perform relief duty outside the Fire District to which they are attached.
- 12.4.1 Exceptions
- 12.4.1.1 Relieving Employees (pursuant to subclause 12.1.1);
- 12.4.1.2 Employees (pursuant to subclause 12.1.2) who are placed upon a transfer register pursuant to clause 28, Transfers Outside of the GSA, and are claiming residential priority may be directed to relieve in an area to which that transfer register applies.
- 12.5 Notwithstanding the provisions of subclause 12.4, any employee may elect to perform relief duty outside the Fire District to which they are attached.
- 12.6 Relieving Allowance
- 12.6.1 The Relieving Allowance set at Item 16 of Table 3 of Part C shall be paid to:
- 12.6.1.1 a Relieving Employee for each rostered shift worked by the employee at the employee's base station and, except as provided for by subclause 12.6.2 or as otherwise provided by this Award, for each rostered shift on which the employee performs a relief duty at another station/location.
- 12.6.1.2 other employees on each occasion, except as provided for by subclause 12.6.2 or as otherwise provided by this Award, when such employees perform an Outduty in terms of subclause 12.1.2.
- 12.6.2 Unless otherwise provided in this Award, the Relieving Allowance prescribed in subclause 12.6.1 shall not be paid to either a Relieving Employee (or other employee pursuant to subclause 12.1.2) in cases where the employee is compensated for excess travelling time and/or payment for travel/accommodation expenses in accordance with the provisions of Clause 26, Travelling Compensation.

- 12.7 Unless specifically provided for elsewhere in this clause, when a Relieving Employee (or other employee pursuant to subclause 12.1.2) is required to perform relief duty on a rostered shift at another station/location:
- 12.7.1 included within a Matrix and for which an agreed distance therefore exists, the employee shall be entitled to, in addition to the relieving allowance, payment of the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for that agreed distance.
 - 12.7.2 not included within a Matrix or where the base station/location and other stations/locations are in separate Matrices and therefore not covered by subclause 12.7.1:
 - 12.7.2.1 with prior notice, the employee shall be entitled to payment of:
 - 12.7.2.1.1 the Relieving Allowance; and
 - 12.7.2.1.2 if required to transport the employee's gear in order to perform the relief duty, the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the distance travelled on the forward journey from the station/location at which the gear is located to the relief station/location; and
 - 12.7.2.1.3 for travel other than for the transport of the employee's gear, the Kilometre Allowance set out at Item 2 of Table 3 of Part C for any excess distance travelled. For the purposes of this subclause, excess distance shall be any distance actually and reasonably travelled by the employee to the relief station/location in excess of that normally travelled by the employee to report for duty at the employee's base station/location; and
 - 12.7.2.1.4 if the Department is unable to transport the employee's gear back to the station/location at which the gear was located, the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the return kilometres equal to the forward journey.
 - 12.7.2.2 without prior notice, the employee shall be entitled to, in addition to the relieving allowance, payment of the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the distance actually travelled.
 - 12.7.2.3 For the purpose of this subclause "prior notice" means notice given whilst the employee was on duty, either during their rostered hours of work or whilst on overtime.
 - 12.7.2.4 For the purposes of subclauses 12.7.2.1.2 and 12.7.2.1.4 only, if an employee elects to perform relief duty outside of the fire district to which they are attached then the employee's base station/location shall be the closest permanently staffed station to their primary residence.
 - 12.7.2.5 the provisions of subclause 12.7.2.1 are to be read in conjunction with the provisions of subclause 12.8.
- 12.8 If, in a particular case, an employee considers that the presumed "no disadvantage" envisaged in the provisions of 12.7.2.1 is in fact not the case, the employee may submit a claim for the total compensation that the employee considers to be reasonable in the circumstances. All such claims must be supported with written reasons.
- 12.9 For the purpose of this Clause, "distance" shall mean the agreed return distance prescribed between two stations/locations in a Matrix. Each Matrix shall stand alone for the purpose of calculating the relevant distance. If the distance between two stations/locations is not prescribed in a Matrix, then "distance" shall mean the actual distance necessarily and reasonably travelled.
- 12.10 The parties acknowledge that the majority of the distances contained in the Matrices have been calculated using an electronic measuring device. In the event that a discrepancy is identified, the

distance in question shall first be rechecked using the electronic measuring device. If the discrepancy still exists then the distance in question shall be checked using, if practicable, a motor vehicle, and if not, some other method agreed to by the Department and the Union.

- 12.10.1 If a distance in the Matrices is found to be incorrect, then a new agreed distance will be determined. Any new distance and its effective date will be published in the next available Commissioner's Orders.
- 12.10.2 In cases where the corrected distance is more than that shown in the Matrices, it will take effect from the beginning of the pay period in which the discrepancy was first notified in writing by an employee.
- 12.10.3 In cases where the revised distance is less than that contained in the Matrices, the new distance will operate prospectively from the beginning of the first pay period to commence on or after the date that the new distance is published in Commissioner's Orders.

12.11 Multiple Reliefs During a Rostered Shift.

- 12.11.1 Where a Relieving Employee (or other employee pursuant to subclause 12.1.2) performs relief duties during a rostered shift at more than one station/location, payment shall be made for kilometres for the forward journey/journeys between the station at which duty commenced and the subsequent station/s and between the station at which duty ceased and the station at which duty commenced. Provided that this provision shall not reduce any entitlement that the employee may have in relation to commencing duty at the station at which duty commenced.
- 12.11.2 The provisions of subclause 12.11.1 shall not apply in cases where the provisions of Clause 26, Travelling Compensation, apply.

12.12 Provision of Transport

- 12.12.1 Where a Relieving Employee (or other employee pursuant to subclause 12.1.2) is directed without prior notice after the commencement of a rostered shift, to perform relief duty at another station/location, the employee may request the provision of transport by the Department.
- 12.12.2 Where an employee requests the provision of transport in terms of subclause 12.12.1, the employee shall be entitled to the following provisions. Apart from these provisions, no other provisions of this clause shall apply.
 - 12.12.2.1 Payment of the Relieving Allowance.
 - 12.12.2.2 Except if the employee makes an election in terms of subclause 12.12.2.3, the employee shall be entitled to transport back to the station/location at which duty commenced and to travelling time as prescribed in Clause 26, Travelling Compensation, for the time actually taken, from the completion of duty, to return to the station at which duty commenced.
 - 12.12.2.3 Where an employee elects to return to the station/location after completion of duty to the station at which duty commenced by the employee's own means, the employee shall be entitled to be paid the Kilometre Allowance set at Item 2 of Table 3 of Part C, for half the distance prescribed in the relevant Matrix. If no distance is prescribed, the distance shall be the actual distance necessarily and reasonably travelled by the employee to return to the station at which duty commenced.

- 12.13 Where a Relieving Employee (or other employee pursuant to subclause 12.1.2) incurs a toll as a consequence of using a bridge, tunnel or motorway when travelling to perform a relief duty, such employee shall be reimbursed for the cost of the toll.
- 12.14 A Relieving Employee (or other employee pursuant to subclause 12.1.2), who is directed to perform a relief duty on a rostered shift at a station/location which requires the employee to reside at a place other than the employee's residence, shall be entitled to the relevant provisions of Clause 26, Travelling Compensation, in lieu of the provisions of this clause.
- 12.15 Where a Relieving Employee (or other employee pursuant to subclause 12.1.2) performs a relief at a station/location which, under normal circumstances would not require the employee to reside at a place other than the employee's residence, but because of special circumstances the employee is given approval by the Department for accommodation in order to have sufficient rest before returning home, the employee shall be entitled to the following:
- 12.15.1 Appropriate accommodation provided or arranged by the Department.
- 12.15.2 Retention of the Relieving Allowance.
- 12.15.3 With the exception of travelling time and costs for travel, the relevant provisions of Clause 26, Travelling Compensation.
- 12.15.4 The Kilometre Allowance set at Item 2 of Table 3 of Part C, as if the employee had not stayed in the accommodation.
- 12.16 The Relieving Allowance set at Item 16 and the Kilometre Allowance set at Item 2 of Table 3 of Part C, include compensation for excess travelling time and the cost of excess travel to and from the station/locations at which relief duties are performed on a rostered shift.
- 12.17 Performance of Outduties.
- 12.17.1 An employee cannot be directed to perform more than twelve (12) Outduties in any Calendar year, unless the employee is a Leading Station Officer who is performing higher duties pursuant to Clause 7.
- 12.17.2 Notwithstanding the provisions of subclause 12.17.1, an employee may elect to perform more than twelve (12) Outduties in any Calendar year.
- 12.18 The provisions of this clause do not apply in cases where an employee acts up in a position following an expression of interest pursuant to subclause 7.10.2 or where an employee acts up as an Executive Officer, or where an employee, not being a Relieving Employee, acts up at the employee's base station/location.
- 12.19 Unless specifically provided for by this Clause, the provisions of Clause 12, Relieving Provisions and Clause 26, Travelling Compensation, shall be mutually exclusive. That is, an employee shall be entitled to claim, in relation to a particular situation, under either Clause 12, or Clause 26, shall not be entitled to claim under both.
- 12.20 Notwithstanding subclause 12.19, a relieving employee who:
- 12.20.1 is directed to perform relief duty outside the fire district to which they are attached and who is entitled to claim the provisions of subclause 26.3.1; and/or
- 12.20.2 is directed to perform overtime at a temporary work location before the normal commencing time of their rostered shift and who is entitled to claim the provisions of subclause 26.3.1.1;
- shall be paid such entitlements and retain the entitlements of Clause 12.

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

12a. Interstate and International Deployments

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

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

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

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

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

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

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

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

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

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

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

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

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

12a.5 Accommodation for Interstate Deployments

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

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

12a.6 Meals for Interstate Deployments

- 12a.6.1 Employees on interstate deployment shall be provided with substantial meals for breakfast, lunch and dinner throughout the period of deployment.
- 12a.6.2 For each meal not provided in accordance with subclause 12a.6.1, the Meal Allowance set at Item 14 of Table 3 of Part C shall be paid.
- 12a.6.3 Where employees are required to work between the meals provided for in subclause 12a.6.1, such employees shall be entitled to the refreshments and meals prescribed by subclause 10.1.

12a.7 Deployment Allowance for International Deployments - Employees on international deployment shall be paid the Deployment Allowance set at Item 17 of Table 3 of Part C for each calendar day, or part thereof, from the day of departure until the day of return, inclusive.

12a.8 Additional Provisions

- 12a.8.1 While interstate or international deployment does not in itself attract the relieving allowance, a Relieving Employee shall continue to be paid the relieving allowance for those days on which the Relieving Employee would normally have been rostered for duty.
- 12a.8.2 An employee in receipt of any of the allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) immediately prior to their deployment shall continue to be paid those allowances.
- 12a.8.3 An employee who was performing higher duties immediately prior to their deployment shall continue to be paid at that rate of pay of the rank or classification in which the higher duties were being performed.
- 12a.8.4 Any time worked pursuant to subclause 12a.4.2 shall only be compensated for by subclause 12a.4.2, provided that an employee shall continue to accrue leave as if they had worked their rostered hours of work pursuant to Clause 8.
- 12a.8.5 The provisions of subclause 6.8 notwithstanding, the Commissioner may approve an additional payment for an Executive Officer who, while on interstate or international deployment, worked additional hours to those contemplated by subclause by 6.8.2.
- 12a.8.6 Any stand off period shall be determined by the Commissioner having regard to each employee's actual hours of work prior to and during their deployment, and to their rostered hours of work following their deployment. Employees who are granted stand off time shall do so without loss of pay for ordinary working time during such absence.

13. Progression and Promotion Provisions

13.1 This clause prescribes:

- 13.1.1 progression and promotion provisions, and;
- 13.1.2 the constitution and operation of the Training Review Committee.

Progression and Promotion Provisions

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

Recruit Firefighter to Firefighter

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

Firefighter to Qualified Firefighter

- 13.4 Progression from Firefighter to Qualified Firefighter shall be subject to twenty four (24) months service from the date of commencement as a Recruit Firefighter and the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Qualified Firefighter.
- 13.5 Progression to Qualified Firefighter is a mandatory achievement required for all Firefighters. Failure to achieve progression to this classification within a reasonable time will result in the employee being considered unsuitable for continued employment, and the employment of such an employee will be terminated accordingly. In such circumstances, the Department will advise the Union that the services of the employee are to be terminated.

Qualified Firefighter to Senior Firefighter

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

Senior Firefighter to Leading Firefighter

- 13.7 Progression from Senior Firefighter to Leading Firefighter shall be subject to the satisfactory completion of the Leading Firefighter Program specified by the Commissioner on the advice of the Training Review Committee.
- 13.7.1 Applications for Leading Firefighter Program positions shall be called for from eligible applicants in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number and location of Leading Firefighter Program positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the Department.
- 13.7.2 An eligible applicant for the purposes of subclauses 13.7.1 and 13.7.3 shall be a Senior Firefighter who: firstly, has completed at least twenty four (24) months service with Fire and Rescue NSW at Senior Firefighter rank as of the closing date for applications; secondly, has already taken the tests referred in subclause 13.7.3; and thirdly, is permanently attached to a station within the Transfer Register area in which the Leading Firefighter Program position is available. For the purposes of subclause 13.7 only, the GSA shall be considered a Transfer Register area and a permanent occupant of an Operational Support position (an Operational Support applicant) shall be considered to be permanently attached to a station within the GSA regardless of their actual work location.
- 13.7.3 The successful applicants for Leading Firefighter Program positions shall be determined by order of the results achieved by eligible applicants in tests specified by the Commissioner following consultation between the Department and the Union. The Department shall accept the same number of eligible applicants as there were positions advertised for that location in accordance with subclause 13.7.1, provided that for each Operational Support applicant who is initially accepted the Department shall also accept one further non-Operational Support applicant, so that the final number of non-Operational Support applicants accepted within the GSA shall be equal to the number of positions advertised.

- 13.7.4 Senior Firefighters accepted onto the Leading Firefighter Program who subsequently fail to satisfactorily complete the Program within a reasonable time shall be removed from the Program and shall not be readmitted to the Program unless and until such time as they successfully re-apply pursuant to subclauses 13.7.1, 13.7.2 and 13.7.3.

Leading Firefighter to Station Officer

- 13.8 Promotion from Leading Firefighter to Station Officer shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union and shall be subject to successful application for an advertised Station Officer vacancy and the subsequent satisfactory completion of the Station Officer Program specified by the Commissioner on the advice of the Training Review Committee.

- 13.8.1 Subject to subclause 28.7, applications for promotion to Station Officer shall be called for from Leading Firefighters with at least twelve (12) months service with Fire and Rescue NSW at that rank as of the closing date for applications, in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number (and, if located outside of the GSA and Regional Transfer Register areas listed at subclause 28.2.2, both the number and the location) of Station Officer positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the Department.

- 13.8.2 Leading Firefighters who successfully apply pursuant to subclause 13.8.1 (or Senior Firefighters who successfully apply pursuant to subclause 28.7.2) and who subsequently fail to satisfactorily complete the Station Officer Program within a reasonable time shall be removed from the Program and shall cease to be eligible for such promotion. Nothing shall prevent such employees from re-applying pursuant to subclause 13.8.1.

Station Officer to Leading Station Officer

- 13.9 Progression from Station Officer to Leading Station Officer shall be subject to the satisfactory completion of the Leading Station Officer Program specified by the Commissioner on the advice of the Training Review Committee and, in the case of a Station Officer who is a permanent occupant of an Operational Support Level 1 or Level 2 position or who applies pursuant to subclause 13.9.2.1.2, transfer to a station within the GSA.

- 13.9.1 Applications for Leading Station Officer Program positions shall be called for from eligible applicants in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number and location of Leading Station Officer Program positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the Department.

- 13.9.2 An eligible applicant for the purposes of subclauses 13.9.1 and 13.9.3 shall be a Station Officer who has completed at least twelve (12) months service with Fire and Rescue NSW at Station Officer rank as of the closing date for applications, provided that:

- 13.9.2.1 if the Leading Station Officer Program position available is located within the GSA, the applicant must also be either:

13.9.2.1.1 permanently attached to a station within the GSA; or

13.9.2.1.2 permanently attached to a station located both outside of the GSA and outside of a Regional Transfer Register Area; or

13.9.2.1.3 the permanent occupant of an Operational Support position; or

- 13.9.2.2 if the Leading Station Officer Program position available is located outside of the GSA but within a Regional Transfer Register Area, the applicant must also be permanently attached to a station within that Regional Transfer Register area; or

- 13.9.2.3 if the Leading Station Officer Program position available is at a Country Officer station (as defined by subclause 28.7.2.1) and there is no Station Officer vacancy at that station, the applicant must also be permanently attached to that station.
- 13.9.3 The successful applicants for a Leading Station Officer Program position shall be selected from the eligible applicants using the selection process specified by the Commissioner following consultation between the Department and the Union. The Department shall accept the same number of suitable eligible applicants as there were positions advertised for that location in accordance with subclause 13.9.1.
- 13.9.4 Station Officers accepted onto the Leading Station Officer Program who subsequently fail to satisfactorily complete the Program within a reasonable time shall be removed from the Program and shall not be readmitted to the Program unless and until such time as they successfully re-apply pursuant to subclauses 13.9.1, 13.9.2 and 13.9.3.

Leading Station Officer to Inspector

- 13.10 Promotion from Leading Station Officer to Inspector shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union and shall be subject to successful application for an advertised Inspector vacancy and the subsequent satisfactory completion of the Inspector Program specified, by the Commissioner on the advice of the Training Review Committee.
- 13.10.1 Subject to subclause 28.7, applications for promotion to Inspector shall be called for from Leading Station Officers with at least twelve (12) months service with Fire and Rescue NSW at that rank as of the closing date of applications, in Commissioner's Orders, with the closing dates of applications to follow four weeks thereafter. The number (and, if located in areas outside of the GSA and the Newcastle, Central Coast and Illawarra Transfer Register areas, both the number and the location) of Inspector and/or Operational Support Inspector positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the forward planning needs of the Department.
- 13.10.2 Leading Station Officers who successfully apply pursuant to subclause 13.10.1 (or Station Officers who successfully apply pursuant to subclause 28.7.3 or 28.7.4) and who subsequently fail to satisfactorily complete the Inspector Program within a reasonable time shall be removed from the Program and shall cease to be eligible for such promotion. Nothing shall prevent such employees from re-applying pursuant to subclause 13.10.1.

Inspector to Superintendent

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

Chief Superintendent

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

General Provisions

- 13.13 While the progression/promotion provisions specified in this clause refer to minimum periods of service as one of the requirements for such progression/promotion, the Department and the Union acknowledge and accept that:
- 13.13.1 as the competency standards/levels required by Fire and Rescue NSW are determined and established for each classification, the requirement for minimum periods of service may, on specification by the Commissioner following consultation between the Department and the Union in each case, no longer apply.

- 13.13.2 the competency standards/levels required by Fire and Rescue NSW for each classification shall be those as determined from time to time by the Commissioner on the advice of the Training Review Committee.
- 13.13.3 an employee with prior employment in the firefighting industry may apply to have the minimum periods of service required for their progression to Qualified Firefighter and/or to Senior Firefighter reduced. The extent of any reduction, which shall not be retrospective, shall be determined by the Commissioner after taking into account all of the circumstances of the employee's prior employment.
- 13.14 In all cases, progression/promotion shall, in addition to the provisions specified for such progression/promotion, also be subject to satisfactory service.
- 13.15 The date that an employee satisfactorily completes the required training and/or training competencies shall be the date that the employee applied to be assessed and not the actual date of their assessment. Where an employee is assessed as not yet competent in any of the required training and/or training competencies then, provided the firefighter requests re-assessment within one month of the 'not yet competent' assessment, the date of satisfactory completion will be set back by one month after the date the firefighter first applied to be assessed.
- 13.16 The reference to "reasonable time" in subclauses 13.5, 13.7.4, 13.8.2, 13.9.4 and 13.10.2 means, in each instance, a period in excess of twelve (12) months. The excess time to be allowed shall be determined by the Commissioner after taking into account all of the circumstances of the case of the employee concerned.

Training Review Committee (TRC)

- 13.17 The TRC shall provide advice to the Commissioner on an effective and equitable system of training in Fire and Rescue NSW using the principles of Competency Based Training.
- 13.18 The structure of the TRC will consist of 3 representatives of the Department and 3 representatives of the Union.
- 13.19 The Chairperson of the Committee will alternate every 12 months between a nominee of the Department and the Union.
- 13.20 The role of the TRC will include (but not be limited to):
- 13.20.1 advising on the further development of training throughout Fire and Rescue NSW;
- 13.20.2 advising on the implementation of a Competency Based Training regime throughout Fire and Rescue NSW;
- 13.20.3 considering Recognised Prior Learning (RPL) policy generally and in particular, the consideration of individual applications for RPL.
- 13.21 Procedure
- 13.21.1 The TRC will meet at least once every four weeks, or as otherwise agreed between the parties;
- 13.21.2 Members who are on shift on the day of the meeting will be released from day to day operations, except in the event of an incident or other emergency circumstances, for the purposes of fulfilling the above roles;
- 13.21.3 The TRC will be adequately resourced by the Department so that it can effectively fulfil the above roles.

- 13.22 The Commissioner is not bound to accept the advice of the TRC and may act independently of the TRC to implement changes to training, competencies and other matters covered by Clause 13 within Fire and Rescue NSW provided that notice of any such decision to implement change is notified in accordance with clause 36.6 in which case clauses 36.7 to 36.9 inclusive shall apply.

14. Operational Support Positions

Establishment of Operational Support Positions

- 14.1 Operational Support positions shall be identified and established as such by the Commissioner.
- 14.2 The format and content of each Position Description referred to in subclause 14.4 shall be determined by the Commissioner, but shall include, for each position:
- 14.2.1 Title;
 - 14.2.2 Statement of duties;
 - 14.2.3 Essential qualifications, which shall for all Operational Support Level 1 and Level 2 positions include at least forty eight (48) months service from the date of commencement as a Recruit Firefighter;
 - 14.2.4 Hours of work, specifying which roster is to be worked pursuant to Clause 8 of this Award; and
 - 14.2.5 Operational Support classification, either Level 1, Level 2, Inspector or Inspector and Level 3, which shall be determined by the Commissioner following consultation with the Union.
- 14.3 A copy of each proposed new or varied Position Description will be forwarded to the Union which may elect to provide a response within 14 days, and the Commissioner shall take any response into account before making a determination. Subject to any orders of the Industrial Relations Commission, a new or varied Position Description will take effect 7 days following written notification to the Union of the Commissioner's determination.
- 14.4 A register of established Operational Support Position Descriptions shall be maintained by both parties. Once established, Position Descriptions may only be varied by the Commissioner, subject to 14.2 and 14.3.

General Conditions for Operational Support Positions

- 14.5 Appointment to Operational Support positions will be determined by merit selection and will be subject to the occurrence of a vacancy. This includes accommodating an operational firefighter or officer who is unable (either temporarily or permanently) to perform their regular duties where reasonable adjustments can be made to the role description in line with the individual's medical restrictions and will not affect the performance of the Operational Support role and duties. The employee must be willing and able to perform the position in question.
- 14.5.1 Applications for Operational Support positions shall be called for from eligible employees in Commissioner's Orders, with the closing date of applications to follow four weeks thereafter.
 - 14.5.2 In the event that no eligible employees apply for an Operational Support Level 1 or Level 2 position at subclause 14.5.1 or that the merit selection process finds those who did apply unsuitable for the Operational Support Level 1 or 2 position in question, applications shall again be called for from eligible employees and, if the Commissioner elects, from all Retained Firefighters with at least 48 months service with the Department as a Retained Firefighter as of the closing date for applications in Commissioner's Orders, with the closing date of applications to follow four weeks thereafter.

- 14.6 Subject to subclause 14.12, the rates of pay for employees occupying Operational Support positions are as specified in Table 2 of Part C, Monetary Rates.
- 14.7 Unless expressly provided elsewhere within this Award, the general conditions of employment for occupants of Operational Support positions shall be the same as those applying to Operational Firefighters generally pursuant to subclauses 1.4 and 1.5 of this Award.
- 14.8 Time spent in an Operational Support position shall count for the minimum periods of service required by Clause 13 Progression and Promotion.
- 14.9 Occupants of Operational Support positions who are temporarily directed to undertake operational firefighting duties and/or attend an incident in the capacity of their substantive operational rank, not their Operational Support position, shall continue to be paid at their Operational Support position's rate of pay.
- 14.9a Occupants of Operational Support positions who request and who are permitted to temporarily resume operational firefighting duties shall revert to, and be paid at the rate of, their substantive operational rank for the duration of such resumption. Provided that this subclause shall not apply in the case of interstate and international deployments pursuant to Clause 12a.
- 14.10 The Commissioner, in accordance with subclause 14.3, may decide to advertise a particular position as both an Operational Support Station Officer and Operational Support Level 2, in which case, the Operational Support Level 2 position will be advertised in Commissioner's Orders first. Should no application be received or no candidate found meritorious, then the position will be readvertised in Commissioner's Orders as an Operational Support Station Officer and Operational Support Level 2, in which case, all employees with at least 48 months service may apply, and if successful, be appointed to the classification of Operational Support Level 2 and paid at the Operational Support Station Officer rate of pay as expressed in Table 2 of the Award. Applicants holding the rank of Station Officer may be appointed as either an Operational Support Station Officer or Operational Support Level 2. Applicants holding the rank of Leading Firefighter shall be appointed as an Operational Support Station Officer.
- 14.10.1 In the event that no Station Officer or Leading Firefighter apply for an Operational Support Station Officer position or that the merit selection process finds those who did apply unsuitable for the Operational Support Station Officer position in question, the vacancy shall be readvertised through Commissioner's Orders and filled by merit selection from all Senior Firefighters with at least 36 months service with Fire and Rescue NSW as a Senior Firefighter as of the closing date for applications.
- 14.10.2 A Senior Firefighter who successfully applies for an Operational Support Station Officer vacancy pursuant to subclause 14.10.1 shall be required to satisfactorily complete the Leading Firefighter Program (pursuant to subclause 13.7.4) prior to their transfer to the station/location and performance of the duties of the vacant Operational Support Station Officer position subject to subclause 7.5.5, provided that a Senior Firefighter who successfully applies for an Operational Support Station Officer position and who then satisfactorily completes the Leading Firefighter Program shall not be progressed to Leading Firefighter and/or promoted to Station Officer until they also satisfactorily complete the Station Officer Program and then subclause 13.15 shall then apply.
- 14.10.3 Senior Firefighters who successfully apply pursuant to subclause 14.10.1 and who subsequently fail to satisfactorily complete the Station Officer Program (pursuant to subclause 13.8.2) within a reasonable time (as stipulated in subclause 13.16) shall be removed from the Program and shall cease to be eligible for such promotion. Nothing shall prevent such employees from re-applying pursuant to subclause 14.10.1.
- 14.10.4 A Senior Firefighter selected pursuant to subclause 14.10.1 will be required to serve a period of 3 years in the position of Operational Support Station Officer, from the date of their transfer pursuant to subclause 7.5.5.

- 14.10.5 A Station Officer or Leading Firefighter selected pursuant to subclause 14.10 will be required to serve a period of 2 years in the position of Operational Support Station Officer, from the date of their transfer.
- 14.10.6 Any occupant chosen for the position of Operational Support Level 2 pursuant to subclause 14.10, shall be released and transferred at rank with 28 days' notice.
- 14.10.7 A Station Officer or Leading Firefighter selected pursuant to subclause 14.10 as an Operational Support Station Officer or a Senior Firefighter selected pursuant to subclause 14.10.1 who applies to transfer during the mandatory serving periods expressed in subclauses 14.10.4 and 14.10.5, shall be transferred at the rank held on transfer to the Operational Support Station Officer position.
- 14.11
- 14.11.1 Subject to 14.11.2, occupants of Operational Support Level 1, Level 2, Level 2a Level 3 and Level 3a positions may with twenty eight days notice elect to relinquish their Operational Support position and resume operational firefighting duties at their substantive rank.
- 14.11.2 An employee who successfully applied for an Operational Support Level 1 or Level 2 position whilst employed as a Retained Firefighter pursuant to subclause 14.5.2 will be required to serve in that Operational Support position for a minimum period of three years during which the provisions of subclause 28.3.5 shall not apply, provided further that transfer to operational firefighting duties shall be subject to the satisfactory completion of the training and/or training competencies specified for progression to Qualified Firefighter.
- 14.12 Urban Search and Rescue Training (only) may be delivered by "casual" instructors, who will be paid at the Operational Support Level 2 rate of pay (plus applicable allowances) while performing USAR instructor duties and at their substantive rank's rate of pay (plus applicable allowances) at all other times.
- 14.13 The classification of Operational Support Inspector shall be restricted to applications from employees holding the rank of Leading Station Officer or Inspector, or otherwise in accordance with subclause 28.7.4 unless the Commissioner decides to advertise a particular position as both an Operational Support Inspector and Operational Support Level 3 position, in which case employees with at least 48 months service and holding the rank of Qualified Firefighter, Senior Firefighter, Leading Firefighter or Station Officer shall also be eligible to apply and shall, if successful, be appointed to the classification of Operational Support Level 3 and paid at the Operational Support Inspector rate of pay.
- 14.14 The classifications of Operational Support Levels 2 and 3 were reclassified for occupants of these positions on 14 November 2014 (only) as Operational Support Levels 2a and 3a.
- 14.15 The occupants of Operational Support Level 2a positions shall remain in place and continue to receive the Operational Support Level 2a rate of pay specified at Table 2 of Part C unless and until:
- 14.15.1 they voluntarily cease to occupy that position; or
- 14.15.2 they are promoted to either Station Officer or Inspector and elect to remain in place, in which case they shall be reclassified as, and paid at the rate of, Operational Support Level 2; or
- 14.15.3 they are demoted or cease employment.
- 14.16 The occupants of Operational Support Level 3a positions shall remain in place and continue to receive the Operational Support Level 3a rates of pay specified at Table 2 of Part C unless and until:
- 14.16.1 they voluntarily cease to occupy that position; or

- 14.16.2 they are promoted to Inspector and elect to remain in place, in which case they shall be reclassified as, and paid at the rate of, Operational Support Inspector; or
- 14.16.3 they are demoted or cease employment.
- 14.17 The occupant of an Operational Support Level 2a or Level 3a position who involuntarily ceases to hold that position because the position is deleted or because its Position Description is varied to the extent that the position is effectively deleted, shall continue to receive the Operational Support Level 2a or Level 3a rate of pay specified at Table 2 of Part C until the expiration of 12 months, or until they otherwise become entitled to a higher rate of pay, or until they cease employment, whichever occurs first.
- 14.18 Employees with at least 48 months service who otherwise satisfy the requirements of Clause 7 may perform higher duties in any Operational Support Level 1 or Level 2 position, and in any Operational Support position the Commissioner decides is both an Operational Support Inspector and Operational Support Level 3 position.

Ad Hoc ComSafe duties

- 14.19 Off duty employees who are not occupying an Operational Support position in ComSafe and who elect to perform ComSafe duties shall be paid the hourly rate set at Item 20 of Table 3 of Part C of this Award. It is expressly provided that an off duty employee who is not occupying an Operational Support position in ComSafe cannot be directed to perform ComSafe duties.
- 14.20 The hourly rate prescribed at subclause 14.18 is an all inclusive rate and, notwithstanding anything else prescribed in this Award, employees receiving such rate shall:
- 14.20.1 only be paid for the time actually worked, subject to a minimum payment equivalent to three hours pay on each occasion and to continuous payment for work performed on any calendar day;
- 14.20.2 be paid the accommodation allowances set at Item 7 of Table 4 of Part C for each day that the distance travelled between the employee's residence and the furthest location where the work is performed exceeds 100 kms and the employee resides away from home (evidence of which may be required prior to payment), and shall not otherwise be entitled to payment or compensation for travelling time or travelling costs or meals and/or accommodation in connection with the work performed;
- 14.20.3 not be entitled to the payment of overtime in connection with the work performed

15. Training and Staff Development

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

16. Training Course Attendance Entitlements

- 16.1 The provisions of this Clause shall apply to employees who participate, with Departmental approval, in training programs, examinations or assessments conducted by, on behalf of, or approved by the

Department. For the purposes of this Clause, references to "training" or "course" shall be taken to include such examinations or assessments.

16.2 Accommodation

- 16.2.1 The Commissioner (or delegate) shall approve appropriate accommodation for an employee, if it can be demonstrated that an unreasonable amount of travelling time and/or distance is involved when travelling to and from the employee's residence to the training venue.
- 16.2.2 Where an employee attends a course within the Greater Sydney Area (GSA), and if the travelling time to and from the training venue exceeds two (2) hours each way (by the approved mode of transport) or if the return distance from the employee's residence to the training venue exceeds 175 kilometres, the employee shall be entitled to appropriate accommodation.
- 16.2.3 Where Departmental accommodation is not provided to an employee with an entitlement to accommodation, the relevant accommodation allowance prescribed by Clause 26, Travelling Compensation shall be paid.
- 16.2.4 Where it is not possible for an employee to travel to the training venue on the first day of the course or where the travelling time would be unreasonable to travel on the first day of the course, the employee shall be entitled to appropriate accommodation on the evening prior to the start of the course. If it is not possible for an employee to travel from the training venue to his or her residence at the conclusion of the course or if the travelling time would be unreasonable, the employee shall be entitled to appropriate accommodation on the evening of the last day of the course. Approval must be obtained from the Commissioner (or delegate) prior to bookings being made.
- 16.2.5 Appropriate accommodation for employees who attend courses outside the GSA shall be determined by the Commissioner (or delegate) having regard to the above criteria.
- 16.2.6 Where the training program requires evening attendance the employee shall be granted appropriate accommodation irrespective of the employee's work location or residential address.
- 16.2.7 Notwithstanding the above, any employee who considers that these criteria would cause undue hardship etc. may make application for special consideration. All such applications will be considered on their individual merits according to the program content and the starting and completion times, on a daily basis.

16.3 Meals

- 16.3.1 Excluding the Recruit Firefighters Program and Departmental training programs/courses which are conducted at Departmental premises which have meal room facilities comparable to those provided at fire stations, all employees attending training programs which extend for a whole day shall be provided with morning/afternoon tea and lunch.
- 16.3.2 Where employees have been granted approval for overnight accommodation and when such accommodation is provided by the Department, expenses reasonably and properly incurred shall be reimbursed in accordance with Clause 26, Travelling Compensation.
- 16.3.3 Employees who are not required to accommodate themselves overnight shall, where appropriate, be paid the relevant meal allowances prescribed by Clause 26, Travelling Compensation.
- 16.3.4 Meal allowances are not payable during times at which an accommodation allowance (as prescribed in subclause 16.2.3 above) has been claimed. A component of the

accommodation allowance compensates for the costs associated with breakfast, lunch and evening meals.

16.4 Incidentals

- 16.4.1 Employees who are provided with Departmental accommodation shall be entitled to claim the appropriate incidentals allowance as prescribed by Clause 26, Travelling Compensation.
- 16.4.2 The incidental allowance cannot be claimed for any day during which an accommodation allowance referred to in subclause 16.2.3 above is paid. The incidental allowance forms a component of the accommodation allowance and, amongst other things, recognises the cost associated with personal telephone calls, etc.

16.5 Excess Fares

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

16.6 Excess Travelling Time

- 16.6.1 Employees without an accommodation entitlement shall be entitled to compensation for excess travelling time for each day of the course.
- 16.6.2 Employees who accept accommodation shall be entitled to compensation for excess travelling time in respect of the first forward journey to and the last journey from the course venue. Where the course extends beyond one (1) week, employees who return to their residences on weekends shall be entitled to excess travelling time and excess fares for the additional forward and return journeys.
- 16.6.3 Unless special circumstances exist, employees who have an accommodation entitlement, but who decline accommodation, shall only be entitled to compensation for excess travelling time in respect of the first forward journey to and the last journey from the training venue.
- 16.6.4 Compensation shall be in accordance with Clause 26, Travelling Compensation.

16.7 Mode of Transport

- 16.7.1 Employees shall be advised of the approved transport arrangements prior to the commencement of the training program. Such approval shall be based on the most practical and economic means of transport having regard to the entitlements contained in this clause, provided that an employee cannot be directed by the Department to use the employee's private vehicle.
- 16.7.2 Any employee who wishes to use alternative means of transport may only do so with the approval of the Commissioner (or delegate). Such approval must be obtained before travel commences.
- 16.7.3 If approval is granted to travel by an alternative means of transport any entitlements shall be based on the arrangements approved under subclause 16.7.1.

16.8 Relieving Allowances and Other Allowances

- 16.8.1 Attendance at a training program does not in itself attract the payment of relieving allowances. However, any employee in receipt of relieving allowances or other allowances relating to qualifications or work performed at the time the program commences, shall continue to be paid the allowances which would normally be paid. Provided that such allowances shall only be paid for those days on which the employee would normally have been rostered for duty.
- 16.8.2 Relieving employees shall not be paid any additional relieving allowances as a consequence of undertaking a training program.

16.9 Kilometre Allowance

- 16.9.1 The kilometre allowance prescribed by Clause 12, Relieving Provisions, is not payable to employees when they attend a training program.
- 16.9.2 The provisions of subclause 16.5.2 above shall apply to any employee who is granted approval to utilise his or her private vehicle for transport to and from the training venue.

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

16.10.1 Subject to approval by the Department:

- 16.10.1.1 Where an employee elects to attend a course whilst on annual leave or long service leave, he or she will be re-credited with the appropriate leave for the hours spent attending the training course.
- 16.10.1.2 Where an employee elects to attend a course whilst rostered off duty, he or she shall be paid at overtime rates for the hours spent attending the course.

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

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

16.11 Stand Off

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

16.12 Payments in Advance

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

accommodation allowance (subclause 16.2.3)

meal allowances (subclause 16.3.3)

incidental allowances (subclause 16.4.1)

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

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

17. Annual Leave

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

Operational Firefighters

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

- 17.7 Employees stationed at Broken Hill or Moree shall on each anniversary of their appointment to the service be credited with 38.75 hours consolidated leave in addition to the period of annual leave prescribed by subclause 17.2.
- 17.8 The taking of annual leave is subject to Departmental requirements and, when unforeseen circumstances arise, may be rescheduled by authority of the Commissioner, provided that the adjustment mechanism set out at subclause 17.4 shall then apply.
- 17.9 In the event of the termination of the employment of any employee for any cause with less than twelve months' service from the date of the last leave accrued, the employee shall be paid pro rata for leave for each month of service.
- 17.10 Occupants of Operational Support positions may apply in writing to take their annual leave at some other time and, if approved, such leave shall be deemed to have been taken in accordance with the leave roster, provided that:
- 17.10.1 employees' leave balances shall always be adjusted in accordance with the actual hours taken; and
 - 17.10.2 employees must take at least four weeks annual leave in each twelve month period; and
 - 17.10.3 annual leave taken under this subclause shall be taken either in one consecutive period or two periods which shall be of three weeks and one week respectively, or if the employee and the Department so agree, in either two, three or four separate periods and not otherwise; and
 - 17.10.4 up to 410 hours of annual leave may be accrued before the Commissioner may direct an employee to take annual leave at a time convenient to the Department, in which case the Commissioner shall provide the employee at least 28 days notice.
- 17.11 Employees may apply in writing to swap one or more sets of shifts within their next three leave periods, and, if approved, the swapped leave shall be deemed to have been taken in accordance with the employee's own leave group.

Executive Officers

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

All Employees

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

18. Compassionate Leave

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

19. Examination and Assessment Leave

- 19.1 Except as specified otherwise by the Commissioner following consultation between the Department and the Union, all examinations and/or assessments required for progression or promotion shall be arranged so that they take place when the employee is normally rostered for duty on day shift.

- 19.2 Where the Department is unable to make the necessary arrangements for an employee to sit an examination/assessment on shift as per subclause 19.1 within two months from the date the employee makes application for assessment, the employee may make arrangements to sit the examination/assessment externally. In such cases, employees shall be entitled to the conditions provided for by Clause 16, Training Course Attendance Entitlements, of this Award. The Department shall notify the employee as early as practicable of its inability to make such necessary arrangements.
- 19.3 An employee sitting for an examination or assessment as per subclause 19.1 shall be granted, prior to the examination or assessment, such paid leave as might reasonably be necessary for attendance at the examination or assessment, including travel.

20. Long Service Leave

- 20.1 Subject also to the provisions of subclause 20.8, Long Service Leave calculated from the date of appointment to the service shall accrue to employees in accordance with the following entitlements:
- 20.1.1 After service for ten years, leave for two months on full pay or four months on half pay.
- 20.1.2 After service in excess of ten years:
- 20.1.2.1 Leave pursuant to subclause 20.1.1; and
- 20.1.2.2 In addition, an amount of leave proportionate to the length of service after ten years, calculated on the basis of five months on full pay or ten months on half pay, for ten years served after service for ten years.
- 20.1.2.3 Long Service Leave shall not include annual leave.
- 20.2 Where the services of an employee with at least five years but less than seven years service are terminated by the Department for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, the employee shall, for five years' service be entitled to one month's leave on full pay and for service after five years to a proportionate amount of leave on full pay calculated on the basis of three months' leave for fifteen years' service.
- 20.3 In the event of the termination of the employment of the employee other than by death, the monetary value of Long Service Leave due, if any, shall be paid to such employee.
- 20.4
- 20.4.1 Approval to take Long Service Leave as provided by this clause shall, subject to the exigencies of the Department, be granted by the Department as and when such leave becomes due (i.e. after seven years) or any time thereafter. Provided that an employee shall give notice, in writing, to the Department of their intention to take such leave. The period of notice required prior to the leave being taken is set out in sub clause 20.6.1.
- 20.4.2 Notwithstanding the provisions of subclause 20.6.1, the period of notice referred to in subclause 20.6.1 may be reduced on a case by case basis, subject to the discretion of the Commissioner.
- 20.5 Approval to take Long Service Leave may be deferred by the Commissioner due to Departmental requirements.
- 20.6 An employee may apply to access long service leave for a minimum of their single rostered shift as follows:
- 20.6.1 on full pay having provided one week's notice:
- 20.6.2 on half pay having provided two weeks' notice; or

- 20.6.3 on double pay having provided two weeks' notice.
- 20.7 When an employee takes long service leave, such leave will be deducted as follows:
- 20.7.1 the number of days taken on full pay;
- 20.7.2 half the number of days taken on half pay; or
- 20.7.3 twice the number of days taken on double pay.
- 20.8 Prior to an employee entering upon a period of Long Service Leave, the employee may elect to be paid with respect of the period of leave in one of the following ways:
- 20.8.1 in full when the employee commences the period of leave; or
- 20.8.2 at the same time as the employee's normal pay would have been paid if the worker had remained on duty.
- 20.9 Notwithstanding anything elsewhere provided by this clause, effective on and from the date of operation of this Award:
- 20.9.1 employees may apply to take pro-rata Long Service Leave after the completion of seven (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service Leave on resignation or termination.
- 20.9.2 employees may apply to take a period of Long Service Leave at double pay provided that:
- 20.9.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
- 20.9.2.2 The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.
- 20.9.2.3 Other leave entitlements, e.g., recreation leave, sick leave and Long Service Leave will accrue at the single time rate where an employee takes Long Service Leave at double time.
- 20.9.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.
- 20.9.2.5 Where an employee other than an Executive Officer elects to take Long Service Leave at double pay, the minimum & multiple periods of actual absence as prescribed in 20.7 shall apply. Where an Executive Officer elects to take Long Service Leave at double pay, the minimum period of actual absence should be not less than one day.
- 20.9.3 where a public holiday falls during a period of Long Service Leave the employee shall be paid for that day and additionally it shall not be deducted from the period of the leave.
- 20.9.3.1 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.
- 20.10 Entitlements to Extended Leave (Long Service Leave) pursuant to the *Public Sector Employment and Management Act 2002* shall take effect on and from 5 October 1993, provided that the total years of service will count for the determination of entitlements accruing from that date.

21. Parental Leave

21.1 Definition of Parental Leave

- 21.1.1 For the purposes of this clause, parental leave is maternity leave, Other Parent leave or adoption leave.
- 21.1.2 Maternity leave is taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity leave consists of an unbroken period of leave.
- 21.1.3 Other Parent leave is leave taken by an employee who becomes a parent but is ineligible to be granted either maternity leave or adoption leave but is to be the primary care giver of a child or who wishes to share the child caring duties with their partner.
- 21.1.4 Adoption leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of five (5) years (other than a child who has previously lived continuously with the employee for a period of at least six (6) months or who is a child or step-child of the employee or of the employee's spouse).
- 21.1.5 For the purposes of this clause, "spouse" includes a de facto spouse and a former spouse.

21.2 Entitlement to Parental Leave

- 21.2.1 An employee is entitled to parental leave, as provided by this clause, in connection with the birth or adoption of a child.
- 21.2.2 Maternity Leave - all female employees who do not have the necessary service as prescribed in subclause 21.3.1 for paid Maternity Leave, shall be entitled to unpaid maternity leave of up to fourteen (14) weeks before the expected date of birth of the child.
- 21.2.3 Paid Maternity Leave may be granted to a female employee subject to the following conditions -
- 21.2.3.1 The female employee has applied for Maternity Leave within such time and in such manner as herein set out; and
- 21.2.3.2 Before the expected date of birth has completed not less than forty (40) weeks' continuous service. Paid Maternity Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay from the date Maternity Leave commences.
- 21.2.3.3 In addition to the unpaid or paid Maternity leave referred to in 21.2.2 & 21.2.3.2 respectively, all female employees shall be entitled to a further period of unpaid Maternity leave, provided that the total period of absence on Maternity leave shall not exceed sixty-one (61) weeks.
- 21.2.3.4 The period over which Annual and/or Long Service Leave combined with unpaid Maternity Leave, shall not exceed a total period of two years from the date of birth of the child.
- 21.2.4 Short Adoption Leave is an unbroken period of fourteen (14) weeks of unpaid leave, taken by an employee who does not have the necessary service for paid Adoption Leave as prescribed in subclause 21.3.1, from the time of placement of the child.
- 21.2.5 Paid Adoption Leave may be granted to an employee adopting a child subject to the following conditions:
- 21.2.5.1 The employee has applied for Adoption Leave within such time and in such manner as herein set out; and

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

21.4 Notices and Documents required to be given to Commissioner

21.4.1 Maternity leave

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

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

21.4.2 Other Parent leave - The notices and documents to be given to the Commissioner for the purposes of taking Other Parent leave are as follows:

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

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

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

- 21.4.3.4 In the case of extended adoption leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
- 21.4.3.4.1 any period of adoption leave sought or taken by his or her spouse, and
- 21.4.3.4.2 that the employee is seeking that period of extended adoption leave to become the primary care-giver of a child.
- 21.4.4 An employee does not fail to comply with this clause if the failure was caused by:
- 21.4.4.1 the child being born (or the pregnancy otherwise terminating) before the expected date of birth, or
- 21.4.4.2 the child being placed for adoption before the expected date of placement, or
- 21.4.4.3 other compelling circumstances.
- In the case of the birth of a living child, notice of the period of leave is to be given within two (2) weeks after the birth and the certificate of the medical practitioner is to state that the child was born and the date of birth. In the case of the adoption of a child, notice of the period of leave is to be given within two (2) weeks after the placement of the child.
- 21.4.5 An employee must notify the Commissioner of any change in the information provided under this clause within two (2) weeks after the change.
- 21.4.6 If required by the Commissioner, an employee who applies for Parental Leave is to give the Commissioner a statutory declaration, or enter into an agreement with the Commissioner, that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.
- 21.5 Continuity of service - Parental leave does not break an employee's continuity of service, but subject to subclauses 21.5.1, 21.5.2 and 21.5.3, is not to be taken into account in calculating an employee's period of service for any other purposes.
- 21.5.1 Any period of paid Adoption, paid Maternity or paid Other Parent Leave shall count as full service for the purposes of determining progression either within a classification or from one classification to another. However, unpaid Parental Leave shall not count as service for determining such progression.
- 21.5.2 Adoption Leave on full pay, Maternity Leave at full pay and Other Parent Leave at full pay shall count as full service for the purposes of determining all forms of leave.
- 21.5.3 Unpaid Parental Leave shall not count as service for determining any form of leave entitlement, except for Long Service Leave (Extended Leave) in cases where at least ten (10) years of service has been completed and unpaid Parental Leave does not exceed six (6) months.
- 21.6 Simultaneous taking of Parental Leave - Subject to subclause 21.20.1.1, Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 21.6.1 For maternity and Other Parent leave, an unbroken period of up to one week at the time of the birth of the child;
- 21.6.2 For adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

21.7 Cancellation of Parental Leave

21.7.1 Before starting leave

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

21.7.1.1 the employee withdraws the application for leave by written notice to the Commissioner, or

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

21.7.2 After starting leave - If:

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

21.7.2.1.1 if a child is still-born the female employee may elect to take available sick leave or maternity leave;

21.7.2.1.2 in the event of a miscarriage any absence from work is to be covered by the current sick leave provisions; or

21.7.2.2 the child in respect of whom an employee is then on parental leave dies, or

21.7.2.3 the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue,

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

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

21.8 Parental Leave and other Leave

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

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

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

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

21.8.4.1 annual leave, long service leave (extended leave) or consolidated leave, or

21.8.4.2 in the case of maternity leave - sick leave.

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

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

- 21.9.1.1 A female employee who gives birth to a living child shall not resume duty until six (6) weeks after the birth of the child unless special arrangements for early return are made at the request of the female employee and supported by a certificate from a qualified medical practitioner;
- 21.9.1.2 A female employee who has returned to full-time duty after less than her full entitlement to maternity leave, shall be entitled to revert to maternity leave either on a full-time or part-time basis if she so elects. This election may be exercised only once and a minimum of four (4) weeks notice (or less if acceptable to the Commissioner) of her intention to resume maternity leave must be given.
- 21.9.2 The period of leave cannot be extended by such a return to work beyond the maximum period of leave authorised by this clause.
- 21.10 Extension of period of Parental Leave
- 21.10.1 An employee may extend the period of parental leave once only by giving the Commissioner notice in writing of the extended period at least fourteen (14) days before the start of the extended period. The period of leave cannot be extended by such a notice beyond the maximum period of leave authorised by this clause.
- 21.10.2 Subject to the provisions of subclause 21.20, an employee may extend the period of parental leave at any time with the agreement of the Commissioner. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this clause.
- 21.10.3 This section applies to an extension of leave while the employee is on leave or before the employee commences leave.
- 21.11 Shortening of period of Parental Leave - An employee may shorten the period of parental leave with the agreement of the Commissioner and by giving the Commissioner notice in writing of the shortened period at least fourteen (14) days before the leave is to come to an end.
- 21.12 Return to work after Parental Leave
- 21.12.1 An employee returning to work after a period of parental leave is entitled to be employed in:
- 21.12.1.1 the classification (if possible, at the same location) held by the employee immediately before proceeding on that leave, or
- 21.12.1.2 if the employee was transferred to a safe job before proceeding on maternity leave - the classification (if possible, at the same location) held immediately before the transfer.
- 21.12.2 If the classification no longer exists but there are other classifications available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a classification as comparable as possible in status and pay to that of the employee's former classification.
- 21.12.3 The provisions of subclause 21.12 extend to a female employee returning to work after a period of Special maternity leave and sick leave.
- 21.13 Payment
- 21.13.1 Payment for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Maternity Leave may be made -
- 21.13.1.1 in advance in a lump sum; or

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

21.14 Commissioner's Obligations

21.14.1 Information to Employees

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

- 21.14.1.1 the employee's entitlements to parental leave under this clause, and
 - 21.14.1.2 the employee's obligations to notify the Commissioner of any matter under this clause.
- 21.14.2 Records - The Commissioner must keep, for at least six (6) years, a record of parental leave granted under this clause to employees and all notices and documents given under this clause by employees or the Commissioner.

21.15 Termination of Employment because of Pregnancy etc

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

- 21.15.1.1 the employee is pregnant or has applied to adopt a child, or
- 21.15.1.2 the employee has given birth to a child or has adopted a child, or
- 21.15.1.3 the employee has applied for, or is absent on, parental leave,

but otherwise the rights of the Commissioner in relation to termination of employment are not affected by this clause.

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

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

21.16 Replacement employees

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

- 21.16.2 Before a replacement employee is employed, the Commissioner must inform the person of the temporary nature of the employment and of the rights of the employee on parental leave to return to work.
- 21.16.3 A reference in this clause to an employee proceeding on leave includes a reference to a pregnant employee exercising a right to be transferred to a safe job.

21.17 Transfer to a Safe Job

- 21.17.1 This subclause applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the Commissioner under the *Occupational Health and Safety Act 2000*.
- 21.17.2 The Commissioner is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to risk as follows -
- 21.17.2.1 Where a female employee is confirmed pregnant she is to notify the Officer-in-Charge as soon as possible who will, in turn, direct that she be withdrawn from operational firefighting duties;
- 21.17.2.2
- 21.17.2.2.1 The standard issue uniform is to be worn by members until the pregnancy becomes apparent prior to the birth and from the tenth week, if practicable, following the birth.
- 21.17.2.2.2 Employees will be provided with a maternity uniform for use when appropriate.
- 21.17.2.3 An employee on maternity leave who gives birth to a living child shall not resume operational firefighting duties until thirteen (13) weeks have elapsed after the birth of the child unless a special request for early return is made by the employee supported by a medical certificate from a qualified medical practitioner, subsequently endorsed by the Department's occupational physician.
- 21.17.2.4 Duties other than fire fighting may be undertaken after six (6) weeks following the birth of the child, if endorsed by the occupational physician.
- 21.17.2.5
- 21.17.2.5.1 Upon withdrawal from operational firefighting duties alternate work of a suitable nature is to be provided.
- 21.17.2.5.2 Allocation of duties will be determined by the Department following consultation between the Department's Occupational Health Physician, the employee's Officer-in-Charge and the employee.
- 21.17.3 If such an adjustment is not feasible or cannot reasonably be required to be made, the Commissioner is to transfer the employee to other work where she will not be exposed to that risk.
- 21.17.4 If such a transfer is not feasible or cannot reasonably be required to be made, the Commissioner is to grant the employee maternity leave under this clause (or any available paid sick leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.

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

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

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

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

21.20 Right to request

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

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

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

to assist the employee in reconciling work and parental responsibilities.

21.20.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business.

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

21.21 Communication during parental leave

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

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

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

21.21.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken and whether the employee intends to return to work.

21.21.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 21.21.1.

22. Carer's Leave

22.1 Use of Sick Leave -

22.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 22.1.3.2, who needs the employee's care and support shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for at Clause 23 of this Award, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

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

22.1.3 The entitlement to use sick leave in accordance with this clause is subject to:

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

22.1.3.2 the person concerned being:

22.1.3.2.1 a spouse of the employee; or

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

22.1.3.2.3 a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

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

22.1.3.2.4.1 "relative" means a person related by blood, marriage or affinity;

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

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

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

22.2 Unpaid Leave for Family Purpose -

22.2.1 An employee may elect, with the consent of the Department, to take unpaid leave for the purpose of providing care and support to a class of person, as set out in subclause 22.1.3.2, who is ill.

22.3 Annual Leave -

- 22.3.1 An employee may elect, with the consent of the Department, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five (5) days in any calendar year at a time or times agreed upon by the Department and the Union.

22.4 Time Off in Lieu of Payment for Overtime -

- 22.4.1 An employee may elect, with the consent of the Department, to take time off in lieu of payment for overtime at a time or times agreed upon with the Department within twelve (12) months of the said election.
- 22.4.2 Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- 22.4.3 If having elected to take time as leave, in accordance with subclause 22.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the (twelve) 12 month period or on termination.
- 22.4.4 Where no election is made in accordance with subclause 22.4.1, the employee shall be paid their overtime in accordance with this Award.

22.5 Make-up Time -

- 22.5.1 An employee may elect, with the consent of the Department, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in this Award, at the ordinary rate of pay.
- 22.5.2 An employee on shift work may elect, with the consent of the Department, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

23. Sick Leave

- 23.1 The management of sick leave by the Department will be underpinned by an Attendance Management System that seeks to support employees in maintaining their health and recovering from illness or incapacity, and ensuring that sick leave is used only for legitimate purposes.
- 23.2 In every case of illness or incapacity sustained by an employee whilst off duty, the following conditions shall apply.
- 23.3 Such employee shall, as soon as practicable, inform their immediate supervisor of such inability to attend for duty and, as far as possible, shall state the estimated duration of their absence.
- 23.4 Subject to the provisions of subclause 23.8, such employee shall forward to the Department's Health and Safety Branch by Electronic Self Service (ESS), a medical certificate stating the nature of the illness or incapacity and, if known, the date the employee is fit to resume duty. If a medical certificate does not specify the date the employee is fit to resume duty, the employee must, before being entitled to resume duty, forward a further medical certificate to the effect that the employee has recovered from the illness or incapacity and is fit for duty, unless the employer dispenses with this requirement. The Health and Safety Branch shall ensure that personal medical information provided pursuant to this clause is not disclosed to any employees of the Department outside of the Health and Safety Branch.
- 23.5 If so required, such employee shall submit to examination by the Department's medical officer.
- 23.6 Every employee who is absent from duty for a period of more than twenty-eight days shall be examined by the Department's medical officer or a medical officer nominated by the Department and must be

certified by such medical officer as fit for duty prior to being permitted to resume duty. An employee who is required to attend the Department's medical officer or nominated medical officer shall be reimbursed any out of pocket expenses reasonably and necessarily incurred. The Department shall meet the cost of any such consultation.

23.7 The granting of sick leave, the duration thereof and the pay, if any, for the same shall be on the following basis:

23.7.1 One hundred and forty-four hours on full pay in any one year.

23.7.2 Effective 17 February 1997, the sick leave prescribed in 23.7.1 shall be fully cumulative less any sick leave taken.

23.7.3 Sick leave beyond the scale provided for shall be sick leave without pay.

23.7.4 Sick leave is intended to be allowed in respect of absences from duty caused by ordinary illness or incapacity for duty as the result of an illness or injury sustained whilst off duty. When the incapacity is due to organised sporting activity or paid work, unconnected with the Department, any sick leave payment shall take into account any benefit in the nature of sick leave or workers compensation payments the employee concerned receives from the body organising the sporting activity or paid work, but to the extent of such benefit, the employee's sick leave entitlement shall not be affected.

23.7.5 Where payment has been made for sick leave, under this clause, to an employee whose sick leave entitlement previously has been exhausted, or whose right to sick leave is not established, the Department may deduct the amount overpaid from the salary of the employee concerned in the next pay period or, if such a deduction would cause hardship, in accordance with the provisions of subclause 6.15 of this Award.

23.7.6 Recruit Firefighters shall be eligible for sick leave. However, such employees shall only be entitled to use up to and including 72 hours of sick leave.

23.7.7 When the incapacity is due to a cause which would entitle an employee to workers' compensation, the Department shall pay the difference between the amount of workers' compensation payment and the ordinary rate of pay of the employee concerned. The employee's entitlement for sick leave arising from ordinary illness shall not be affected.

23.7.8 The employee shall prove to the satisfaction of the Department, or, in the event of a dispute, to the satisfaction of the Industrial Relations Commission, that the employee was unable, on account of such illness or incapacity, to attend for duty on that day or days for which sick leave is claimed. Payment shall not be allowed for such leave until this condition is fulfilled. A medical certificate tendered in support of such claim shall state the illness or incapacity, and that the employee was prevented by such illness or incapacity from attending for duty on the day or days for which sick leave is claimed.

23.8 Employees are entitled to take unsupported sick leave absences, where no medical certificate is required, subject to the following provisions:

23.8.1 Such absences may not exceed 3 separate occasions in any calendar year, where an 'occasion' shall be a shift or part of a shift (or in the case of Executive Officers, 3 separate days in any calendar year; and

23.8.2 Such absences may not be taken on consecutive days; and

23.8.3 Such absences may not be taken on public holidays; and

23.8.4 Such absences may not be taken in relation to any matter that may be covered by workers' compensation.

Commitment to Reduction in Sick Leave Levels

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

Review Mechanisms

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

Executive Officer Entitlements

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

23a. Domestic and Family Violence Leave

- 23a.1 The definition of domestic violence is found in clause 4, Definitions, of this Award;
- 23a.2 Employees experiencing domestic violence are entitled to 10 days paid domestic and family violence leave per calendar year (non-cumulative and able to be taken in part-days, single days, or consecutive days). The leave is to be available for employees experiencing domestic and family violence, for purposes including:
- 23a.2.1 seeking safe accommodation;
 - 23a.2.2 attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;
 - 23a.2.3 attending court and other legal proceedings relating to their experience of domestic and family violence;
 - 23a.2.4 organising alternative care or education arrangements for their children; or
 - 23a.2.5 other related purposes approved by the employer.
- 23a.3 The leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.

23a.4 When approving leave, Fire and Rescue NSW needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require proof such as:

23a.4.1 an agreed document issued by the Police Force, a court, a domestic violence support service or a member of the legal profession;

23a.4.2 a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or

23a.4.3 a medical certificate.

23a.5 Part-time employees will be entitled to the leave on a pro-rata basis.

23a.6 Where the entitlements provided by this clause have been exhausted, other available leave entitlements provided for under this Award may be applied for by employees experiencing domestic and family violence.

23a.7 Personal information concerning domestic violence will be kept confidential by the Department.

23a.8 The Department, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

24. Special Leave for Union Activities

24.1 Attendance at Union Conferences/Meetings

24.1.1 Employees who are members of the Union and accredited by the Union as a delegate (including an employee elected to hold office within the Union) are entitled to special leave with pay to attend the following:

24.1.1.1 annual or bi-annual conferences of the Union; and

24.1.1.2 annual conferences of the United Firefighters Union of Australia; and

24.1.1.3 meetings of the Union's Executive/Committee of Management; or

24.1.1.4 annual conference of Unions NSW; or

24.1.1.5 bi-annual conference of the Australian Council of Trade Unions; and

24.1.1.6 meetings of the Death and Disability Board of directors.

24.1.2 While there is no limit on special leave for Union activities, such leave is to be kept to a minimum and is subject to the employee:

24.1.2.1 establishing accreditation as a delegate with the Union; and

24.1.2.2 providing sufficient notice of absence to the Department; and

24.1.2.3 lodging a formal application for special leave.

24.1.3 Such leave is also subject to the Union:

24.1.3.1 providing documentary evidence to the Department about an accredited delegate in sufficient time to enable the Department to make arrangements for performance of duties; and

24.1.3.2 meeting all travelling, accommodation and any other costs incurred for the accredited delegate; and

24.1.3.3 providing the Department with confirmation of attendance of the accredited delegate.

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

24.1.4.1 release the accredited delegate for the duration of the conference or meeting;

24.1.4.2 grant special leave (with pay); and

24.1.4.3 ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

24.1.5 Period of Notice

24.1.5.1 Generally, dates of conferences or meetings are known well in advance and it is expected that the Department would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

24.1.5.2 Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the Department as soon as advice of the meeting is received by the accredited delegate.

24.1.6 Travel Time

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

24.1.6.1.2 No compensation is to be provided if travel can be and is undertaken on an accredited delegate's non-working day or before or after his/her normal hours of work.

24.1.7 Payment

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

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

24.1.9 Availability of Special Leave

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

24.2 Attendance at Courses/Seminars Conducted or Supported by TUEF

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

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

- 24.2.3 The grant of leave to attend courses or seminars conducted or supported by TUEF, is subject to the following conditions:
- 24.2.3.1 Departmental operating requirements permit the grant of leave and the absence does not result in working of overtime by other employees;
 - 24.2.3.2 Expenses associated with attendance at such courses or seminars, e.g. fares, accommodation, meal costs, etc., will be required to be met by the employee concerned but, subject to the maximum prescribed in subclause 24.2.2., special leave may include travelling time necessarily required during working hours to attend courses or seminars;
 - 24.2.3.3 Applications for leave must be accompanied by a statement from the Union that it has nominated the employee concerned for such a course or seminar and supports the application.

25. Court Attendance Entitlements

- 25.1 The provisions of this clause shall apply to employees attending Court and related conferences as a:
- 25.1.1 result of the duties performed by the employee in the employee's position with the Department, including attendance at an incident.
 - 25.1.2 witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.
 - 25.1.3 witness in a private capacity.
- 25.2 Attendance at Court as a result of the duties performed by an employee in the employee's position with the Department, including attendance at an incident.
- 25.2.1 Such attendance shall be regarded as attendance in an Official Capacity and uniform must be worn.
 - 25.2.2 The employee is entitled to be reimbursed for all expenses reasonably and necessarily incurred in excess of any reimbursement for expenses paid by the Court. Any such claim shall be in accordance with Clause 26, Travelling Compensation. Other than as provided by subclause 25.2, employees are not entitled to claim nor retain any monies as witness' expenses. Any monies received, other than reimbursement of expenses actually and necessarily incurred, shall be paid to the Department.
 - 25.2.3 Where the employee is required to attend while off duty, overtime shall be paid from the time of arrival at the Court to the time of departure from the Court. Travelling time shall be compensated in accordance with Clause 26, Travelling Compensation. Where approval has been given to the employee to use the employee's private vehicle, employees shall be entitled to receive the appropriate Specified Journey Rate prescribed at Item 1 of Table 4 of Part C. All public transport costs, reasonably and necessarily incurred, shall be fully reimbursed.
 - 25.2.4 Where the employee receives a subpoena or notification of a requirement to attend Court, the employee must ensure that the Officer-in-Charge is informed of those commitments immediately. As far as is practicable, employees who are required to attend Court in an Official Capacity shall do so free from their ordinary duties and responsibilities.
 - 25.2.5 The following provisions are to apply to ensure that employees attending Court are given adequate time free from duty to meet Court commitments: -

- 25.2.5.1 Day Shift - Where an employee is rostered to work a day shift arrangements must be made within the normal protocol for the employee to be relieved whilst attending Court.
- 25.2.5.2 Night Shift - An employee required to attend Court shall not be rostered for duty on the night shift which ceases on the day of the Court proceedings. When the employee is released from duty at the Court, and if required to report for duty that evening, such duty shall not commence until an eight hour break has been taken, pursuant to subclause 9.10 of Clause 9, Overtime.
- 25.2.6 Where the employee is recalled to duty to attend Court while on Annual or Long Service Leave:
- 25.2.6.1 For each day or part thereof, such employee may elect to be recredited with a full days leave or to be paid a minimum of eight hours at the rate of time and one half (i.e., half time in addition) for the first two hours and double time (i.e., time in addition) thereafter.
- 25.2.6.2 Time worked in excess of eight hours on any recall to duty during annual or long service leave shall be compensated at the rate of double time. The calculation of time worked for the purpose of calculating double time shall commence from the time duty commences at Court until the employee is excused from the Court.
- 25.2.6.3 Where the combined period of travelling time and Court attendance is less than or equal to eight hours, travelling time is included in the minimum payment prescribed in subclause 25.2.6.1. Where the combined period of Court attendance and travelling time exceeds eight hours, the excess travelling time shall be compensated for in terms of Clause 26, Travelling Compensation.
- 25.2.7 Where an employee is subpoenaed to attend Court while on Sick Leave it is the responsibility of the employee to ensure that the circumstances are communicated to the Court. If the employee is still required to and does attend Court, the sick leave debited for that period will be recredited and the entitlement to reimbursement of expenses referred to above shall apply.
- 25.2.8 "Stand-By"
- 25.2.8.1 "Stand-By" for the purposes of this clause only, means a period when an employee is required to be immediately available, upon notice, to attend Court.
- 25.2.8.2 Where an employee is required to be on stand-by during a shift or, during any period when the employee is rostered off duty, the employee must, as soon as the requirement is known, advise his/her Officer-in-Charge.
- 25.2.8.3 Written confirmation from the Court of such necessity to be on Stand-By must also be provided.
- 25.2.8.4 Where an employee is rostered off-duty and is on Stand-By, the employee shall be entitled to be paid the appropriate amounts set at Item 18 of Table 3 of Part C.
- 25.3 Where an Employee Attends Court as a Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.
- 25.3.1 Employees shall be granted special leave of absence with pay for the period they are necessarily absent from duty, and shall pay to the Department all monies paid to them as witnesses, other than monies paid as a reimbursement of out of pocket expenses incurred by them in consequence of being so subpoenaed.
- 25.4 Where an Employee Attends Court in a Private Capacity, (i.e., not subpoenaed by the Crown).

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

26. Travelling Compensation

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

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

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

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

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

- 26.1.5 Travelling time does not include time spent:

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

- 26.1.5.2 travelling by ship on which meals and accommodation are provided; or

- 26.1.5.3 taking a meal when the employee stops a journey to take the meal.

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

- 26.1.7 Payment will not be made or allowed for more than eight (8) hours in any period of twenty four (24) hours.

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

- 26.2.1 Where there is no overnight stay with accommodation at a centre away from the employee's residence or normal work location, one hour shall be deducted from:

- 26.2.1.1 the time between arrival at the centre and the commencement of duty; and

- 26.2.1.2 the time between ceasing duty and the time of departure from the centre.

- 26.2.2 Where overnight accommodation is provided, any time from arrival until departure shall not count as waiting time except as follows:

- 26.2.2.1 if duty is performed on the day of arrival, the time less one hour between arrival and the commencement of duty; and

- 26.2.2.2 if duty is performed on the day of departure, the time less one hour from the completion of duty to departure; or
- 26.2.2.3 if no duty is performed on day of departure the time after 0830 hours until departure.

26.3 Meal Allowances

26.3.1 When an employee is required to perform official duty at a temporary work location and is not required to reside away from home (a one day journey), the employee shall be eligible to be paid the following meal allowances subject to the following conditions:

- 26.3.1.1 For breakfast when required to commence travel at/or before 0600 hours and at least one and a half hours before the normal commencing time, the amount set at Item 4 of Table 4 of Part C.
- 26.3.1.2 For lunch when, by reason of the journey, an employee is unable to take lunch at the place or in the manner in which the employee ordinarily takes lunch and is put to additional expense, the amount set at Item 5 of Table 4 of Part C or an amount equivalent to the additional expense, whichever is the lesser.
- 26.3.1.3 For an evening meal when required to work or travel until or beyond 1830 hours and at least one and a half hours after the ordinary ceasing time, an amount set at Item 6 of Table 4 of Part C.
- 26.3.1.4 Meal Allowances shall not be paid where the employee is provided with an adequate meal.

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

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

- 26.4.5.2 Where an employee breaks the journey, other than for a meal, in a centre that is not a capital city, the capital city rate applies only in respect of the time spent in the capital city, the elsewhere rate applies to the remainder of the absence.
- 26.5 Incidental Expenses Allowances - Government Provided Accommodation - When an employee is required to perform official duty at a temporary work location which requires that the employee reside away from home and is provided with accommodation by the Government, the employee shall be eligible to be reimbursed expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform that duty and in addition be paid an allowance at the rate set at Item 10 of Table 4, of Part C as appropriate. Such expenses are limited to costs in relation to food, laundry and accommodation that exceed what would normally have been incurred at home. Any meal taken at a Government establishment is to be paid for and appropriate reimbursement sought.
- 26.6 Additional Provisions
- 26.6.1 Unless specifically provided for in Clause 12, Relieving Provisions, Clause 16, Training Course Attendance Entitlements or Clause 25, Court Attendance Entitlements, the provisions of this clause shall not apply in the circumstances provided for by those clauses. Nor do they apply to Recruits undertaking College training.
- 26.6.2 When an employee is required to travel to a temporary work location or to attend a training course or conference on what would normally be regarded as a one day journey and the time of travel will exceed four hours on any one day in addition to the normal hours of work, the employee may be directed or may request that the employee reside temporarily at a place other than the employee's residence to avoid such travel time on any day and in such case shall be entitled to the accommodation allowances as appropriate.
- 26.6.3 The claim for an accommodation allowance or reimbursement of expenses shall be for the whole of the period of absence and cannot be dissected into part of the time of the absence by way of allowance and part of the absence being compensated by reimbursement.
- 26.6.4 When an employee in receipt of an accommodation allowance is granted special leave to return home from a temporary work location, the employee shall be reimbursed for the cost of the return rail fare or if a first class rail service is reasonably available, the cost of a first class return rail fare, or a motor vehicle allowance at the appropriate specified journey rate set at Item 1 of Table 4 of Part C to the value of the rail fares. No taxi fares or other incidental expenses are payable.
- 26.6.5 An employee shall be entitled to the option of using public transport or reimbursement for the use of the employee's private vehicle on the following basis:
- 26.6.5.1 Reimbursement is not to be paid for a journey if an official motor vehicle is available for the journey.
- 26.6.5.2 If an official motor vehicle was not available but public transport was reasonably available for the journey, the amount of any reimbursement is not to exceed the cost of the journey by public transport.
- 26.6.5.3 Where the employee elects to use a private vehicle the employee shall be reimbursed at the specified journey rate prescribed from time to time or the cost of public transport, whichever, unless the Commissioner approves otherwise, is the lesser.
- 26.6.5.4 Where an official motor vehicle is not available, and public transport was not reasonably available for the journey, if the employee agrees to use the employee's private vehicle, reimbursement shall be at the appropriate Official Business rate set at Item 11 of Table 4 of Part C.

- 26.6.5.5 Where the meal allowance or the accommodation allowance is insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid so as to reimburse the employee for the additional expenses incurred subject to the following:
- 26.6.5.5.1 The Commissioner may require the production of receipts or other proof that expenditure was incurred.
- 26.6.5.5.2 If any expense in respect of which an allowance is payable was not properly and reasonably incurred by the employee in the performance of official duties, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 26.6.5.5.3 If any purported expense was not incurred by the employee, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 26.6.5.6 The Commissioner is to consider the convenience of the employee when an employee is required to travel to a temporary work location.
- 26.6.5.7 Unless special circumstances exist, the employee's work, the mode of transport used and the employee's travel itineraries are to be organised and approved in advance so that compensation for excess travel time and payment of allowances is reasonably minimised.
- 26.7 Claims - Claims should be submitted promptly, i.e., within one month from the completion of the work or within such time as the Commissioner determines.
- 26.7.1 The Commissioner may approve applications for advance payments of travelling and sustenance allowances. Such applications should detail the appropriate expenditure anticipated and be in accordance with In Orders 1982/34.
- 26.7.2 In assessing claims for excess travelling time and payment of allowances reference should be made to the time that might reasonably have been taken by the particular mode of transport used. Provided that where an employee can demonstrate that the use of the means of transport proposed by the Department is unreasonable in the circumstances, the employee may apply to the Commissioner for a review of the Department's decision. Where an employee does not wish to use the means of transport proposed by the Department e.g. air travel as against train or car travel, travelling time and allowances should be assessed on the basis that the most practical and economical means of transport is used.
- 26.7.3 Where an allowance is payable at a daily rate and a claim is made for a portion of the day, the amount to be paid is to be calculated to the nearest half hour.
- 26.8
- 26.8.1 The meal, accommodation and incidental allowances in Items 4 to 10 of Table 4 of Part C, shall be adjusted on 1 July in line with the corresponding reasonable allowance amounts for the appropriate financial year as published by the Australian Taxation Office (ATO).
- 26.8.2 The per kilometre rates in Items 1 & 11 of Table 4 of Part C, shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

27. Notice of Transfer

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

- 27.1.1 Seven (7) days notice when the transfer is within the same fire district or within the GSA and on the same platoon,
- 27.1.2 Fourteen (14) days notice when the transfer is within the same fire district or within the GSA but to a different platoon,
- 27.1.3 Twenty eight (28) days notice when the transfer is outside the GSA or the employee's current fire district, and such notice shall be confirmed in writing.

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

28. Transfers Outside of the GSA

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

28.1 Transfer Register Applications

- 28.1.1 Applications for placement on any Transfer Register shall be made by way of report to the Manager Operational Personnel. Such reports shall clearly state the Transfer Register on which the employee seeks to be placed, the employee's current classification, the employee's current address and whether or not the employee is claiming residential priority pursuant to subclause 28.4.
- 28.1.2 With the exception of Recruit Firefighters, all Non-Officers shall be eligible to apply for placement on any one or more of the Country Transfer Registers or Regional Transfer Registers listed at subclause 28.2.
- 28.1.3 With the exception of Inspectors with regards to the Blue Mountains area (only), all Station Officers and Inspectors shall be eligible to apply for placement on any one or more of the Regional Transfer Registers listed at subclause 28.2.2.
- 28.1.4 Leading Firefighters shall be entitled to apply for placement on any Officer Transfer Register but shall not be entitled to a transfer as a consequence of that placement unless and until such time as they have been promoted to Station Officer rank. Similarly, Leading Station Officers shall be entitled to apply for placement on any Senior Officer Transfer Register but shall not be entitled to a transfer as a consequence of that placement unless and until such time as they have been promoted to Inspector rank.
- 28.1.5 The Manager Operational Personnel shall acknowledge receipt of all applications within 14 days of the day upon which they are received. This receipt shall confirm the employee's service number, name, date of application, Transfer Register for which the employee has applied and, if applicable, whether or not the employee's claim for residential priority has been accepted. Applications for placement on a Transfer Register shall only be valid upon the issuing of this receipt, which shall serve as proof of an employee's application.
- 28.1.6 Employees may be removed from a Transfer Register by submitting a further report to that effect to the Manager Operational Personnel, who shall in turn issue a receipt as proof of that withdrawal.

28.2 Transfer Registers

28.2.1 Country Transfer Registers:

Transfer Register	Local Government Area
Albury	Albury City Council
Armidale	Armidale City Council

Batemans Bay	Eurobodalla Shire Council
Bathurst	Bathurst City Council
Broken Hill	Broken Hill City Council
Coffs Harbour	Coffs Harbour City Council
Dubbo	Dubbo City Council
Goulburn	Goulburn City Council
Moree	Moree Plains Shire Council
Nowra	Shoalhaven City Council
Orange	Orange City Council
Port Macquarie	Hastings Council
Queanbeyan	Queanbeyan City Council
Tamworth	Tamworth City Council
Wagga Wagga	Wagga Wagga City Council

28.2.2 Regional Transfer Registers:

Transfer Register	Local Government Area
Blue Mountains	Blue Mountains City Council
Central Coast	Central Coast Council
Illawarra	Wollongong City Council and Shellharbour City Council
Maitland	Cessnock City Council, Maitland City Council and Port Stephens Council
Newcastle	Lake Macquarie City Council and Newcastle City Council
Northern Rivers	Tweed Shire Council, Lismore City Council, Byron Shire Council and Ballina Shire Council

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

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

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

28.3 Operation of Transfer Registers

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

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

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

- 28.3.1.3 in the case of Senior Officers, for each of the Regional Transfer Register areas listed at subclause 28.2.2. Provided that there shall not be a Blue Mountains Regional Transfer Register, a Maitland Transfer Register or a Northern Rivers Regional Transfer Register for Senior Officers, and that vacancies which occur within those areas shall be filled in accordance with subclause 28.7.
- 28.3.2
- 28.3.2.1 Each General Transfer Register shall detail each applicant's employee service number, their name (and in the case of Officer and Senior Officer transfer registers only, their rank), the date of their original application for transfer and, if applicable, the date their application for residential priority status was accepted, the date they were elevated to that area's Residential Transfer Register and/or the date of their eventual transfer to the area in question.
- 28.3.2.2 Each Residential Transfer Register shall detail each applicant's employee service number, their name (and in the case of Officer and Senior Officer transfer registers only, their rank), the date of their original application for transfer, the date their application for residential priority status was accepted, the date they were elevated to that area's Residential Transfer Register and, if applicable, the date of their eventual transfer to the area in question.
- 28.3.3 The order of placement of each employee upon each Transfer Register shall be determined:
- 28.3.3.1 in the case of General Transfer Registers, by order of the date upon which the employee made application for placement upon that Transfer Register. Where more than one application for the same Transfer Register is submitted on the same day, the Manager Operational Personnel shall determine the order of placement of those multiple applicants by way of ballot; and
- 28.3.3.2 in the case of Residential Transfer Registers, by order of the date upon which the employee was elevated to that Residential Transfer Register. Subject to the provisions of 28.4.3, 28.4.7.1 and 28.4.7.2, an employee's elevation to a Residential Transfer Register shall be subject to: firstly, the employee having held a position on the relevant General Transfer Register for at least two years; and secondly, the employee having been recognised as having met and maintained residential priority status for that Transfer Register's area for at least two years.
- 28.3.4 Subject to the arrangements applying to Leading Firefighters and Leading Station Officers at subclauses 28.1.4 and 28.3.5, transfers shall be offered to employees upon the occurrence of a vacancy in the following order:
- 28.3.4.1 Firstly, by reference to the relevant Residential Transfer Register, with the first offer to be made to the highest placed employee on that Register and, if declined, to the next highest placed employee and so on until such time as the vacancy is filled.
- 28.3.4.2 In the event that no employee exists on the relevant Residential Transfer Register, or that all employees on that Residential Transfer Register decline the offer of transfer, the vacancy shall then be offered to all employees on the relevant General Transfer Register, with the first offer to be made to the highest placed employee on that Register and, if declined, to the next highest placed employee and so on until such time as the vacancy is filled.
- 28.3.4.3 In the event that no employee exists on the relevant General Transfer Register and/or all employees on that General Transfer Register decline the offer of transfer, the vacancy shall then be advertised for and open to all eligible employees.

- 28.3.5 An employee who accepts an offer of transfer pursuant to subclause 28.3.4 shall be released from their current position within twenty eight (28) days and transferred to that Transfer Register area. Declining an offer of transfer shall result in an employee's removal from the relevant Transfer Register. Employees who are so removed and who subsequently re-apply for placement on that Transfer Register will be required pursuant to subclause 28.4.6 to seek and hold residential priority for two years following their re-application in order to be elevated to that Residential Transfer Register.
- 28.3.6 The Department shall make available copies of all Transfer Registers to employees in the manner agreed between the Department and the Union.
- 28.4 Residential Priority
- 28.4.1 All employees seeking residential priority for any Transfer Register area shall be required to submit a report to the Manager Operational Personnel setting out the grounds for their claim. Such employees shall be required to provide evidence of their claim for primary residence prior to being placed on the Transfer Register with Statutory Declarations, electoral enrolment forms, rates notices, bills and/or such other documentation or evidence which it would be reasonable for the Department to request of the employee in order to verify their claim. Vacant blocks of land, Post Office boxes, investment properties, holiday homes or the addresses of relatives or friends, when in fact the employee has primarily resided elsewhere, shall therefore be unacceptable. This report may be either the same report as that of the employee's original application made pursuant to subclause 28.1.1, or a subsequent report which is submitted due to an employee's transfer or a change of primary residence.
- 28.4.2 An employee shall not be entitled to recognition of residential priority on any Transfer Register prior to the date of their report making application for that recognition pursuant to subclause 28.4.1.
- 28.4.3 In order to recognise an employee's claim for residential priority for a particular Transfer Register, the Manager Operational Personnel must first be satisfied that the primary residence in question is located either:
- 28.4.3.1 within the Transfer Register area in question, or
- 28.4.3.2 in such a location that any permanently staffed fire station within the Transfer Register area for which the applicant is claiming residential priority is closer to their primary residence than any permanently staffed fire station within the GSA or Transfer Register area, as the case may be, to which the applicant is currently attached. For the purposes of this subclause, distances shall be determined by drawing a straight line between both locations and calculating that distance, i.e. in a straight line.
- 28.4.4 Employees holding residential priority status on any Transfer Register will be removed from that Transfer Register if they fail to submit a further report pursuant to subclause 28.4.1 within three months of their:
- 28.4.4.1 change in the location of their primary residence, even where the change did not affect the employee's residential priority status; or
- 28.4.4.2 transfer from the GSA to a Country or Regional Transfer Register area; or
- 28.4.4.3 transfer from one Country or Regional Transfer Register area to another Country or Regional Transfer Register area.
- 28.4.5 The Manager Operational Personnel shall acknowledge and review all reports submitted pursuant to subclause 28.4.4. If an employee's transfer or revised primary residence location means that the employee no longer satisfies the residential priority requirements

of subclause 28.4.3, then the employee's records upon the relevant Transfer Register(s) shall be adjusted accordingly. It shall remain the responsibility of employees to apply for any additional residential priority status which may arise as a result of their transfer or revised primary residence.

- 28.4.6 Subject to the provisions of subclause 28.4.7, an employee who has held and continually maintained residential priority status upon a General Transfer Register for two years shall then be elevated to the relevant Residential Transfer Register in accordance with subclause 28.3.3.2. Provided that employees who are elevated to a Residential Transfer Register and who are later found to no longer meet the criteria for residential priority shall be returned to and placed upon the relevant General Transfer Register by order of the date of their original application.
- 28.4.7 In the case of Senior Firefighters who are progressed to Leading Firefighter:
- 28.4.7.1 if stationed within a Regional Transfer Register area at the time of their progression then such employees who make application pursuant to subclause 28.1 within three months of the date of their progression shall be placed on the corresponding Residential Transfer Register for Officers as of the date of that progression;
 - 28.4.7.2 if holding a position on a Regional area's Residential Transfer Register for Firefighters at the time of their progression then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding Residential Transfer Register for Officers as of the date of that progression;
 - 28.4.7.3 if holding a position on a Regional area's General Transfer Register for Firefighters at the time of their progression, and holding residential priority status for that area, then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Officers as of the date of that progression and recognised for the purposes of subclause 28.4.6 for that period of residential qualification already accrued.
 - 28.4.7.4 if holding a position on a Regional area's General Transfer Register for Firefighters at the time of their progression, but without holding residential priority status for that area, then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Officers as of the date of that progression.
- 28.4.8 In the case of Station Officers who are progressed to Leading Station Officer:
- 28.4.8.1 if stationed within a Regional Transfer Register area at the time of their progression then subject to subclause 28.3.1.3, such employees who make application pursuant to subclause 28.1 within three months of the date of their progression shall be placed on the corresponding Residential Transfer Register for Senior Officers as of the date of that progression;
 - 28.4.8.2 if holding a position on a Regional area's Residential Transfer Register for Officers at the time of their progression then subject to subclause 28.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding Residential Transfer Register for Senior Officers as of the date of that progression;

- 28.4.8.3 if holding a position on a Regional area's General Transfer Register for Officers at the time of their progression, and holding residential priority status for that area, then subject to subclause 28.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Senior Officers as of the date of that progression and recognised for the purposes of subclause 28.4.6 for that period of residential qualification already accrued;
- 28.4.8.4 if holding a position on a Regional area's General Transfer Register for Officers at the time of their progression, but without holding residential priority status for that area, then subject to subclause 28.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Senior Officers as of the date of that progression.
- 28.4.9 Employees who are stationed within a Transfer Register area at the time of their appointment to an Operational Support position and who make application pursuant to subclause 28.1 within three months of the date of their appointment shall be placed on that area's Residential Transfer Register as of the date of that appointment.
- 28.4.10 Subject to subclauses 14.14.2, 14.15.2 and 28.7, employees who are promoted to either Station Officer or Inspector and who are not stationed within the GSA at the time of their promotion shall be transferred to and remain within the GSA until such time as they are again transferred outside of the GSA in accordance with the other provisions of this Clause.
- 28.5 Appeals concerning Residential Priority
- 28.5.1 An employee seeking to challenge either the Department's determination of their residential priority status, or the Department's determination of the residential priority status of another employee may appeal in the first instance by way of report to the Assistant Director Operational Personnel. Such reports shall provide all relevant details and may be supported by any documentation or evidence which the employee considers relevant to their claim. An anonymous appeal against an employee shall not be investigated.
- 28.5.2 Where an appeal concerns the employee's own residential status, the Assistant Director Operational Personnel shall provide the employee with a written determination of that appeal, setting out the reasons for same, within 14 days of receipt of the employee's report.
- 28.5.3 Where an appeal concerns the residential status of another employee, the Assistant Director Operational Personnel shall forward a copy of the said report to the employee who is the subject of the challenge. The employee under challenge shall be allowed no less than 28 days to reply by way of report to the Assistant Director Operational Personnel who shall thereafter provide both employees with a written determination of the appeal, setting out the reasons for same, within 14 days of receipt of the second employee's report.
- 28.5.4 An employee may appeal a determination of the Assistant Director Operational Personnel by way of report to the Commissioner. The Commissioner shall consider all previous reports and documentation relating to the matter, together with any additional information which the employee or employees concerned may supply, following which the Commissioner shall provide the employee or employees concerned with a written and final determination of the matter.

28.6 Newcastle Communication Centre

- 28.6.1 Vacancies in the Newcastle Communication Centre shall initially be advertised in Commissioner's Orders and open to all eligible employees (Non-Officers or Officers, as the case may be) who are stationed within the Newcastle Transfer Register area. Where there are more applicants than positions available, merit selection shall determine the successful applicant.
- 28.6.2 In the event that no suitable applications are received at subclause 28.6.1, or that the merit selection process finds those who did apply unsuitable, the vacancy shall then be re-advertised in Commissioner's Orders and open to all eligible employees.
- 28.6.3 Successful applicants will be required to successfully complete the required training, and on appointment, to serve in the Newcastle Communication Centre for a minimum period of three years. Provided that if the transfer is made in accordance with subclause 28.6.2 then:
- 28.6.3.1 an employee who accepts an offer of transfer in the interim will be released pursuant to subclause 28.3.5; and
- 28.6.3.2 any subsequent transfer from the Newcastle Communication Centre will be to the GSA unless provided otherwise by this Clause.

28.7 Country Officers, Country Senior Officers and Operational Support Staff

- 28.7.1 Vacancies which occur amongst any of the positions listed at subclauses 28.7.2, 28.7.3 and 28.7.4 shall be advertised through Commissioner's Orders and filled by merit selection.
- 28.7.2 Country Officers
- 28.7.2.1 Country Officers, being all Station Officer positions located in areas outside of the GSA and the Regional areas listed at subclause 28.2.2, for which Leading Station Officers, Station Officers and Leading Firefighters shall be eligible to apply.
- 28.7.2.2 In the event that no employees apply for a Country Officer position at subclause 28.7.2.1, or that the merit selection process finds those who did apply unsuitable for the Country Officer position in question, the vacancy shall be re-advertised through Commissioner's Orders and filled by merit selection from all Senior Firefighters with at least 36 months service with Fire and Rescue NSW as a Senior Firefighter as of the closing date for applications.
- 28.7.2.3 A Senior Firefighter who successfully applies for a Country Officer vacancy pursuant to subclause 28.7.2.2 shall be required to satisfactorily complete the Leading Firefighter Program prior to their transfer to the station/location and performance of the duties of the vacant Country Officer position pursuant to subclause 7.5.2, provided that a Senior Firefighter who successfully applies for a Country Officer vacancy pursuant to subclause 28.7.2.2 and who then satisfactorily completes the Leading Firefighter Program shall not be progressed to Leading Firefighter and/or promoted to Station Officer until they also satisfactorily complete the Station Officer Program.
- 28.7.3 Country Senior Officers
- 28.7.3.1 Country Senior Officers, being all Inspector positions located outside the GSA and the Newcastle, Central Coast and Illawarra Transfer Register areas, for which Inspectors and Leading Station Officers shall be eligible to apply.

- 28.7.3.2 In the event that no Inspectors or Leading Station Officers apply for a Country Senior Officer position at subclause 28.7.3.1, or that the merit selection process finds those who did apply unsuitable for the Country Senior Officer position in question, the vacancy shall be readvertised through Commissioner's Orders and filled by merit selection from all Station Officers with at least 24 months service with Fire and Rescue NSW as a Station Officer as of the closing date for applications.
- 28.7.3.3 A Station Officer who successfully applies for a Country Senior Officer vacancy pursuant to subclause 28.7.3.2 shall be required to satisfactorily complete the Leading Station Officer Program prior to their transfer to the station/location and performance of the duties of the vacant Country Senior Officer position pursuant to subclause 7.5.3, provided that a Station Officer who successfully applies for a Country Senior Officer vacancy pursuant to subclause 28.7.3.2 and who then satisfactorily completes the Leading Station Officer Program shall not be progressed to Leading Station Officer and/or promoted to Inspector until they also satisfactorily complete the Inspector Program.
- 28.7.4 Operational Support staff
- 28.7.4.1 Operational Support staff, being all positions defined as such by Clause 14 of this Award.
- 28.7.4.2 In the event that no Inspectors or Leading Station Officers apply for an Operational Support Inspector position, or that the merit selection process finds those who did apply unsuitable for the Operational Support Inspector position in question, the vacancy shall be readvertised through Commissioner's Orders and filled by merit selection from Station Officers with at least 24 months service with Fire and Rescue NSW as a Station Officer as of the closing date for applications.
- 28.7.4.3 A Station Officer who successfully applies for an Operational Support Inspector vacancy pursuant to subclause 28.7.4.2 shall be required to satisfactorily complete the Leading Station Officer Program prior to their transfer to and performance of the duties of the vacant Operational Support Inspector position pursuant to subclause 7.5.4, provided that a Station Officer who successfully applies for an Operational Support Inspector vacancy pursuant to subclause 28.7.4.2 and who then satisfactorily completes the Leading Station Officer Program shall not be progressed to Leading Station Officer and/or promoted to Inspector until they also satisfactorily complete the Inspector Program.

29. Transferred Employee's Compensation

- 29.1 When an employee has been given notice of transfer to work in a new location and the Commissioner requires that the employee move to new accommodation, and the transfer is not subject to the exceptions set out below, the employee shall be eligible for leave or credit of leave, reimbursement of costs, and to be paid allowances set out herein.
- 29.2 Exceptions
- 29.2.1 Unless special and exceptional circumstances exist, the exceptions exclude from the benefit of this clause employees who are transferred:
- at their own request;
 - under an arrangement between employees to exchange positions;
 - on account of the employee's breach of discipline;

- from one station/location within the Metropolitan Area to another station/location within the Metropolitan Area, or within the same Zone.
- 29.2.2 For purposes of this clause, Metropolitan Area means and includes the Sydney Region as defined by the Department of Planning but also including the area referred to as the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt. Victoria and on the Illawarra Line as far as Wollongong.
- 29.2.3 Employees who are transferred as a result of inclusion in a transfer list established in accordance with Clause 28 of this Award shall, for the purposes of this Clause, be deemed to have been transferred "at their own request" and shall not be eligible for the entitlements set out in this Clause.
- 29.2.4 Notwithstanding the provisions of subclause 29.2.1, employees who are transferred by way of a merit selection process, including employees promoted to a rank that necessitates a transfer, shall attract the relevant entitlements of this Clause.
- 29.2.5 Notwithstanding the provisions of subclause 29.2.1, employees who received compensation for transferring to a particular station/location shall, after a period of not less than 2 years service at that location, be entitled to the provisions of this Clause upon transfer to the GSA.
- 29.3 This clause does not alter the transfer procedures, as at the date of making of this Award, set out in Standing Orders. Any variation to those procedures shall be by agreement between the Department and Union.
- 29.4 Leave - When an employee has been given notice of transfer and is required to move to new accommodation the employee shall be eligible for leave and/or to apply for payment at the ordinary rate of pay in lieu of the granting of leave or the Commissioner may credit such leave as consolidated leave as follows to a maximum of:
- 29.4.1 Sixteen (16) working hours to visit the new location with a view to obtaining accommodation,
- 29.4.2 Sixteen (16) working hours to prepare and pack personal and household effects prior to removal or for the purpose of arranging storage,
- 29.4.3 Such leave as is necessary to travel to the new location for the purposes of obtaining suitable accommodation and/or to commence duty,
- 29.4.4 Eight (8) hours for the combined purpose of cleaning the premises being vacated and/or occupying and settling into the new premises.
- Where an employee is eligible for, and takes leave, for part of a shift the Commissioner may direct the employee to take consolidated leave to credit for the remainder of the shift and if the employee does not have sufficient leave to credit, the shortfall may be taken as an advance against consolidated leave that may accrue or as leave without pay.
- 29.4.5 Provided suitable arrangements can be made for a performance of duties, an employee working a special roster who has been unable to secure accommodation for the family at the new location is entitled to sufficient special leave to permit a return home on weekends once each month to spend two consecutive days and nights with the family, together with an additional day and night in respect of each public holiday occurring in conjunction with the weekend and on which the employee would not normally be rostered for duty. This leave is limited to the time necessarily required in travelling on the day preceding and the day following such weekend.
- 29.4.6 Where a transferred employee working a special roster is located in a district where a return home once each month is not possible, such employee, after four weeks at the new

location, will be entitled to sufficient leave to allow the transferred employee two consecutive days and nights at a weekend with the family. Following that four weeks, the employee will be allowed to accumulate special leave at the rate of sixteen (16) working hours per month until sufficient leave is available to allow the return home at a weekend for a similar period.

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

29.5 Cost of Temporary Accommodation

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

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

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

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

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

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

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

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

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

29.5.5.1 a suitable residence becomes available; or

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

29.5.5.3 up to thirteen (13) weeks if the transfer is to the Sydney Metropolitan Area,

whichever is the sooner. The payment of allowances in all cases is subject to:

- 29.5.5.4 the production of receipts;
- 29.5.5.5 a written undertaking that any reasonable offer of accommodation will be accepted;
- 29.5.5.6 evidence that the employee is taking all reasonable steps to secure a residence.

When the Commissioner considers that a transferred employee has refused to accept reasonable accommodation and as a result the payment of an allowance has been discontinued, the matter may be referred by the employee or the Union to a Committee comprising two representatives of the Union and two representatives of the DPE. If no mutual decision is arrived at by the Committee the matter may be referred to the Industrial Relations Commission of NSW.

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

29.6 Removal Costs

- 29.6.1 A transferred employee is entitled to reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location. Provided that the journey is travelled by the shortest practicable route and completed within a reasonable time, these costs will include the actual and reasonable expenses incurred by the employee and dependants for meals and accommodation during the course of the journey.
- 29.6.2 Removal expenses allowed under this clause includes the costs of insuring furniture and effects whilst in transit up to an amount set at Item 16 of Table 4 of Part C. Where the insured value exceeds amount, the case should be referred to the DPE for consideration. They should be provided with an inventory of items to be transferred together with a declaration that all items included in that policy are being removed or stored, or, a certificate of valuation from a registered valuer certifying the value of furniture and effects being removed or stored.

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

29.6.3

- 29.6.3.1 A transferred employee shall be entitled to compensation for the accelerated depreciation of personal and/or household effects removed to a new location.
- 29.6.3.2 This entitlement is the amount set at Item 17 of Table 4 of Part C, where the Commissioner is satisfied that the employee has removed a substantial portion of what is normal household furniture, furnishing and fittings of not less value than the amount set at Item 18 of Table 4 of Part C. If the value is less than this amount, a pro rata amount is payable.

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

- 29.6.5 When an employee uses a private vehicle for the purposes of official business and finds it necessary to transport another private vehicle, normally used by a dependant relative maintained in the household, the cost of transporting or driving that second vehicle to the employee's new location shall be part of the removal costs and the employee may be paid either the cost of transportation by road or rail or, if the vehicle is driven to the new location, a car allowance at the specified journey rate set at Item 1 of Table 4 of Part C.
- 29.6.6 The reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location shall be the equivalent to the lowest of three competitive quotes where practicable.
- 29.6.7 An advance to cover the whole or part of removal expenses allowed under this subclause is available. The amount of the advance is to be adjusted by the employee within one month of the expenditure being incurred.
- 29.7 Storage of Furniture - Where an employee is unable to secure suitable accommodation at the new location and is required to store the furniture while waiting to secure a residence, the cost of storage and cartage to the store, and from the store to the new residence shall be reimbursed. The employee shall also be reimbursed the cost of insurance for furniture and effects while in storage on the same basis as for insuring whilst in transit.
- The maximum period of storage under this Clause is twenty six (26) weeks in the country and thirteen (13) weeks in the Metropolitan Area.
- 29.8 Costs of Personal Transport
- 29.8.1 The transferred employee and one member of the household, when proceeding on leave for the purpose of visiting the new location with a view to obtaining suitable accommodation, shall be entitled to the option of return rail fares, or if a first class rail service is reasonably available, first-class return rail fares, or reimbursement at the specified journey rate as set at Item 1 of Table 4 of Part C, for the use of a private vehicle up to the cost of rail fares.
- 29.8.2 The transferred employee and all members of the household, when travelling to the new location for the purpose of commencing duty, shall be entitled to rail fares or reimbursement for the use of the private vehicle, as set out in subclause 29.8.1, provided that, where the members of the employee's household do not travel on the same occasion as the employee, the entitlement for their personal transport shall be deferred until such time as travel to take up residence at the employee's new location occurs.
- 29.8.3 A transferred employee working the special roster specified at subclause 8.6, who has been unable to secure accommodation for the family at the new location, who is entitled to special leave to permit a return home at weekends, shall be entitled to the option of rail fares or reimbursement for the use of a private vehicle as set out in subclause 29.8.1 when proceeding on leave.
- 29.8.4 Car allowance in respect of travel by the employee involved in taking up duty at the new location shall be at the official business rate as set at Item 11 of Table 4 of Part C.
- 29.8.5 When an overall saving to the Department would eventuate, an employee and one member of the household, when proceeding to visit the new location with a view to obtaining suitable accommodation, shall be entitled to economy class air fares in lieu of rail fares or reimbursement of the use of a private motor vehicle.
- 29.8.6 When an employee travels to the new location with a view to obtaining suitable accommodation and incurs expenses in relation to overnight accommodation, the employee shall be reimbursed the reasonable and actual cost of accommodation and meals for self and a member of the household provided the amount to be reimbursed does not exceed sustenance allowances allowed under Clause 26, Travelling Compensation.

29.9 Education of Children

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

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

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

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

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

29.10.1 Where a solicitor or a registered conveyancing company has been engaged to act on behalf of the employee in those transactions, the professional costs and disbursements by the solicitor or a registered conveyancing company in respect of such transactions.

29.10.2 Where an employee is entitled to reimbursement, the following expenses shall be covered:

- 29.10.2.1 Stamp Duty;
- 29.10.2.2 Where the employee has engaged a Real Estate Agent to sell the residence at the former location, the commission due to the Estate Agent.
- 29.10.3 Reimbursement of expenses shall be made where the sale of the employee's former residence and the purchase of either a residence or land is effected within a period commencing not earlier than six (6) months prior to the employee's transfer and ending not more than four (4) years after such transfer. The Department will be prepared to consider individual cases where the four (4) year period has been exceeded but will require full details of why sale and/or purchase of the transferred employee's residence could not be completed in the four (4) year period.
- 29.10.4 Where a transferred employee owns a residence at a former location and has taken up rented accommodation on transfer, the employee shall be regarded as covered by these provisions relating to the reimbursement of conveyancing and incidental costs on the current transfer or on a subsequent transfer provided the period of not more than four (4) years has elapsed since the employee's immediately preceding transfer.
- 29.10.5 Where it is not practicable for the transferred employee to purchase residence in the new location and such employee has disposed of the former residence, such employee is not to be excluded from the benefit of this clause when subsequently purchasing a residence in the new location on a current or subsequent transfer within the four (4) year period.
- 29.10.6 There is an upper ceiling, as set at Item 21 of Table 4 of Part C, on prices of the properties involved in either the sale or the purchase. This limit applies where employees are relocated from a Metropolitan Area to the country irrespective of the size, the value and the commerciality of the property being purchased provided transferred employees are not entitled to the reimbursement of costs involved in transactions where the sale or purchase of a large rural property or commercial premises might be involved.
- 29.10.7 Where a transferred employee dies before completion of either or both the sale or purchase transactions, the expenses incurred in such transactions, up to and including the finalisation of such transactions shall be payable by the Department and the family of the deceased employee is not required to reimburse the Department such expenses.
- 29.11 Stamp Duty and Other Charges - A transferred employee, who, as a consequence of the transfer, sells a residence at the former location and buys a residence or land upon which to erect a residence at the new location is entitled to be reimbursed:
- 29.11.1 Stamp Duty in respect of the purchase of the residence or the land and the house erected thereon at the new location;
- 29.11.2 Stamp Duty paid in respect of any mortgage entered into or the discharge of a mortgage in connection with the sale or purchase;
- 29.11.3 Registration fees on transfers and mortgages on the residence or the land and the house erected on the land on the following basis -
- 29.11.3.1 where the purchase is completed and the employee enters into occupation of the residence within 15 months of transfer, the reimbursement of Stamp Duty in full;
- 29.11.3.2 where the occupation of the residence purchased or erected is not completed within fifteen (15) months but is completed within four years of transfer, reimbursement of Stamp Duty is not to exceed the amount which would have been payable had the sale and purchase prices of the properties been the amount set at Item 21 of Table 4 of Part C, in each case.

29.11.4 A transferred employee who, as a consequence of the transfer to a new location, does not sell a residence at the former location but buys a residence or land upon which to erect a residence at a new location, is entitled to be reimbursed:

29.11.4.1 Stamp Duty in respect of the purchase of the residence or the land and a house erected on that land;

29.11.4.2 Stamp Duty paid on any mortgage entered into in connection with the purchase; and

29.11.4.3 Registration fees on transfer and mortgages on the residence or the land and a house erected on the land,

provided the employee enters into occupation of the residence within fifteen (15) months of transfer to the new location.

29.12 Incidental Costs

29.12.1 A transferred employee who is entitled to the reimbursement of conveyancing and other costs for a purchase at the new location prior to the sale of the former residence is entitled to the reimbursement of any Council or any other Local Government rates levied in respect of the former residence while such former residence remains untenanted provided the employee can furnish acceptable evidence that reasonable efforts are being made to sell the former residence at a fair market price.

29.12.2 A transferred employee will be entitled to reimbursement of non-refundable costs in respect of the connection of gas and electricity supplies and of telephone installation at the new residence provided that:

29.12.2.1 the connection of gas and electricity supplies were available to the land at the time of purchase and/or

29.12.2.2 the cost of the telephone installation is to be reimbursed only where a telephone was installed at the former residence.

29.12.3 A transferred employee entitled to the reimbursement of conveyancing and other costs is entitled to reimbursement of the cost of survey certificates, pest certificates and/or Building Society registration fees reasonably incurred in seeking financial accommodation to purchase the new residence or the land upon which to erect a new residence and the fees associated with discharging the mortgage on the former residence.

29.12.4 A transferred employee shall be entitled to reimbursement for the fees charged by Australia Post for re-direction of mail for the first month following vacation of the former residence.

29.13 Relocation on Retirement

29.13.1 Upon retirement at a place other than the place of original recruitment to the Department, an employee is entitled to be reimbursed the costs actually and necessarily incurred in removing personal household effects to a location of the employee's choice together with the cost of insuring the same against damage in transit provided -

29.13.1.1 the maximum amount of such reimbursement shall be limited to that payable had the employee moved to the place of original recruitment; and

29.13.1.2 the employee's relocation is effected within twelve (12) months following retirement.

- 29.13.2 The above provision shall apply to any claims made by the widow or widower within a period of twelve (12) months of the transferred employee's death. In such cases the Commissioner will also be prepared to consider claims made by children or dependent relatives of the deceased in similar circumstances but will require full particulars as to the reasons.

29.14 Additional Provisions

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

29.15 Adjustment of Entitlements

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

30. Rental of Premises

30.1 For the purpose of this clause only:

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

- 30.2 Except as provided for in subclauses 30.3, 30.4 and 30.5, where an employee is required to and does occupy accommodation, the Department shall deduct from the rate of pay of the employee concerned an

amount per week equal to 4% of the employee's "Per Week" rate of pay as prescribed in Tables 1 and 2, Rates of Pay, or 50% of the market rental of the accommodation, whichever is the lesser.

- 30.3 Where an employee was, on 19 August 1994, entitled to and occupying subsidised accommodation:
- 30.3.1 Such employee, subject to subclause 30.3.2, shall continue to pay the amount set at Item 19 of Table 3 of Part C (as adjusted from time to time in accordance with 30.4) per week unless the employee subsequently elects to move from that accommodation to different accommodation. If such an employee so elects, then the Department shall deduct from the rate of pay of the employee concerned an amount per week as prescribed in sub-clause 30.2.
- 30.3.2 And has exercised, or who has, a right of return transfer pursuant to Clause 30 (i) of the Fire Brigade Employees' (State) Award as published in NSW Industrial Gazette Volume 263 of 1991, such employee shall retain the right of return transfer. Provided that the continued entitlement to subsidised accommodation shall expire after a period of 2.5 years from the date of return transfer.
- 30.3.3 And is transferred by the Department from one country location to another country location, such employee shall retain the benefits of the provisions of sub-clause 30.3 as if the employee had not been so transferred.
- 30.4 The amount set at Item 19 of Table 3 of Part C, shall be increased from the same date and by the same percentage of any increase to the rate of pay prescribed for a Station Officer. All such increases shall be rounded off to the nearest 10 cents.
- 30.5 Employees who have entered into, or subsequently entered into, private tenancy arrangements with the Department are not entitled to the provisions of this clause.

Executive Officers

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

31. Protective Clothing and Uniforms

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

32. Clothes Drying Facility

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

33. Cleaning of Clothes

33.1 For the purposes of this clause:

33.1.1 "Personal Protective Equipment" means external clothing designed for personal protection at an incident.

33.1.2 "Duty wear" means duty wear trousers and duty wear shirt.

33.1.3 "Dress uniform" is limited to Dress Trousers, Slacks, Culottes, Skirts, Galatea and Pullover.

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

34. Safety Belts

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

35. Disputes Avoidance Procedures

35.1 Subject to the provisions of the *Industrial Relations Act* 1996, and Clause 36.2, and to enable claims, issues and disputes to be resolved while work proceeds normally, the following procedures are to apply.

35.2 Employee(s) and/or Union representatives will place the matter before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.

35.3 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the next higher officer in charge of the relevant zone or region. That officer will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.

35.4 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Director Human Resources. The Director Human Resources will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.

35.5 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Commissioner. The claim, issue or dispute and all relevant circumstances relating to it will be fully reviewed by the Commissioner and the Union and all reasonable steps shall be taken in an attempt to resolve the matter.

35.6 No action is to be taken by the Union which would affect the Department's operations whilst a dispute is under investigation.

35.7 Failing agreement the claim, issue or dispute may be referred to the appropriate Industrial Tribunal.

36. Organisational Change under Subclause 36.2

36.1 This clause recognises the capacity of the Commissioner to make decisions to effect change within the Department

36.2

- 36.2.1 This clause applies to consultation and decisions regarding clauses 4 (Definitions), clause 8 (Hours of Work), clause 13 (Progression and Promotion Provisions), clause 19 (Examination and Assessment Leave) and clause 39 (Drug and Alcohol Protocol), to the exclusion of the procedures under clause 35.
- 36.2.2 This clause also applies in circumstances where the Commissioner decides to amend, revoke or replace the Department's guidelines, policies and/or procedures for the management of employees' conduct or performance.
- 36.3 Prior to making any decision to effect change in the circumstances prescribed by subclause 36.2, the Commissioner must consult with the Union.
- 36.4 Consultation will commence with a written notification to the Union regarding the proposed change(s). Thereafter there will be a reasonable opportunity for the Union to present its views in relation to the proposed changes.
- 36.5 If, during the consultation process, there is a reasonable basis for the Commissioner to conclude that the consultation process has been exhausted, the Commissioner shall advise the Union accordingly and the following procedures shall then operate.
- 36.6 The Commissioner will notify the Union and the workforce affected by the proposed change of his/her decision in relation to the subject of the proposed change as well as the process and timetable for its implementation.
- 36.7 If the matter remains in dispute and is referred by the Union to the Industrial Relations Commission within 7 days of the notification of the decision under clause 36.6, there will be no implementation of the change until the Industrial Relations Commission determines the matter or orders otherwise.
- 36.8 The Union and the Commissioner shall be bound by any order or determination of the Industrial Relations Commission in relation to the dispute.
- 36.9 If Industrial action is engaged in at any stage in the operation of the process under this clause, then the prohibition on implementation under clause 36.7 ceases to operate.
- 36.10 The operation of this clause shall be reviewed at the end of one year from the date of its commencement, for the purpose of considering whether any amendments are appropriate.

37. Acknowledgment of Applications and Reports

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

38. Procedures Regarding Reports and Charges

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

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

39. Alcohol and Other Drugs

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

40. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

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

- 40.2 For the purposes of this clause:
- 40.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6, Rates of Pay and Allowances, Part C of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 40.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 40.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 40.3.1 a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
- 40.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 40.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 40.5 The agreement shall be known as a Salary Packaging Agreement.
- 40.6 Except in accordance with subclause 40.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.
- 40.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 40.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 40.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 40.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 40.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 40.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 40.9.1 *Police Regulation (Superannuation) Act 1906*;
- 40.9.2 *Superannuation Act 1916*;
- 40.9.3 *State Authorities Superannuation Act 1987*; or
- 40.9.4 *State Authorities Non-contributory Superannuation Act 1987*, the Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- 40.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 40.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 40.11 Where the employee makes an election to salary package:
- 40.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 40.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 6, Rates of Pay and Allowances, or Part C of this Award if the Salary Packaging Agreement had not been entered into.
- 40.12 The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 40.13 The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

41. Anti-Discrimination

- 41.1 It is the intention of the parties bound by this Award to seek to achieve the object in 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 41.2 It follows that in fulfilling their obligations under the Disputes Avoidance Procedures prescribed by Clause 35 of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 41.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 41.4 Nothing in this Clause is taken to affect:
- 41.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 41.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 41.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 41.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

42. Employees' duties

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

42.1.1 the direction is reasonable,

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

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

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

42.2.1 the provision of a safe and health working environment,

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

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

43. No Extra Claims

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

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

44. Area, Incidence and Duration

44.1 This Award rescinds and replaces the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2021 published 26 October 2021 (390 I.G. 822).

44.2 This Award shall apply to all employees as defined in Clause 4, Definitions, of this Award and shall take effect on and from 26 February 2022 and shall remain in force until 25 February 2023.

PART C

MONETARY RATES

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

Classification	\$ Per week 26 February 2022
Recruit Firefighter	\$1304.71
Firefighter	\$1505.43
Qualified Firefighter	\$1672.70
Senior Firefighter	\$1773.06

Leading Firefighter	\$1873.42
Station Officer	\$2124.33
Leading Station Officer	\$2174.52
Inspector	\$2509.05
Classification	\$ Per annum
Superintendent	\$162,850
Chief Superintendent	\$175,953

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

Classification	\$ Per week 26 February 2022
Operational Support Level 1	\$1879.41
Operational Support Level 2	\$2130.36
Operational Support Station Officer /Level 2	\$2130.36
Operational Support Level 2a	\$2243.57
Operational Support Inspector	\$2515.02
Operational Support Inspector / Level 3	\$2515.02
Operational Support Level 3a	\$2727.11

MONETARY RATES**Table 3 - Allowances**

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

Item	Clause	Description	Unit	Amount 26/02/2022
1	6.6.1	Laundry expenses	\$ per week	\$42.37
2	6.6.2 9.8 12.7 12.15.4 12.16	Kilometre Allowance	\$ per km	\$1.37
3	6.6.3	Major Aerial Allowance	\$ per week	\$63.98
4	6.6.4	Minor Aerial Allowance	\$ per week	\$24.00
5	6.6.5	Hazmat Allowance	\$ per week	\$127.98
6	6.6.6	Communications Allowance, Non-Officers	\$ per week	\$198.95
7	6.6.7	Communications Allowance, Officers	\$ per week	\$215.72
8	6.6.8	Communications Allowance, Senior Officers	\$ per week	\$251.54
9	6.6.9	Country Allowance	\$ per week	\$8.68
10	6.6.10	Remote Area Allowance	\$ per week	\$33.24
11	6.6.11	Rescue Allowance	\$ per week	\$55.60
12	6.6.12	Service Allowance - 5 years or more, but less than 10 years - 10 years or more, but less than 15 years - 15 years or more	\$ per week	\$5.17 \$10.35 \$15.52

13	6.6.13	Marine Allowance	\$ per week	\$63.98
14	12a6.2 10.2-10.4	Meal Allowance	\$ per meal	\$33.25
15	10.2-10.4	Refreshment Allowance	\$ per meal	\$16.65
16	12.6	Relieving Allowance	\$ per rostered shift	\$36.80
17	12a.7	Deployment Allowance	\$ per day	\$194.26
18	25.2.8.4	Court Attendance Stand-By Rate - Periods of less than 24 hours - Periods of 24 hours	\$	\$17.19 \$25.78
19	30.3.1	Accommodation Contribution	\$ per week	\$43.96
20	14.18	ComSafe Duties	\$per hour	\$85.05

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

Table 4 - Travelling / Transferred Employees Compensation Allowances

Item	Clause	Description	Unit	On and from 1 July 2022	
1	16.5.2 25.2.3 26.6.4 29.6.5 & 29.8.1	Specified (Casual) Journey Rate (Dependent on Engine Capacity) 2601cc & over 1601 to 2600cc Under 1600cc	Per km	42.11 cents	39.37 cents 33.05 cents
2	25.2.8.4	Stand By Rate - see Item 17 in Table 3			
3	26.1.3	Hourly Rate – Travelling Compensation	Per hour	\$53.11	
4	26.3.1.1	Breakfast	Per meal	## 29.90	^^ 26.80
5	26.3.1.2	Lunch	Per meal	## 33.65	^^ 30.60
6	26.3.1.3	Dinner	Per meal	## 57.30	^^ 52.75
7	12a5.1, 26.4.1	Accommodation first 35 days (includes all meals) - Capital Cities		\$340.15 Sydney \$299.15 Adelaide \$317.15 Brisbane \$310.15 Canberra \$362.15 Darwin \$289.15 Hobart \$315.15 Melbourne \$322.15 Perth	

		- High Cost Country Centres		\$289.15 Armidale \$283.15 Bathurst \$287.15 Bega \$307.15 Bourke \$294.15 Broken Hill \$286.15 Cobar \$290.15 Coffs Harbour \$290.15 Dubbo \$287.15 Gosford \$280.15 Griffith \$286.15 Lismore \$305.15 Maitland \$306.15 Mudgee \$299.15 Muswellbrook \$327.15 Newcastle \$332.15 Norfolk Island \$289.15 Nowra \$318.15 Orange \$312.15 Port Macquarie \$281.15 Queanbeyan \$296.15 Wagga Wagga \$300.15 Wollongong
		- Tier 2 Country Centres	Per day	265.45 Albury
		- Other Country Centres		\$265.45 Cooma \$265.45 Cowra \$265.45 Goulburn \$265.45 Grafton \$265.45 Gunnedah \$265.45 Inverell \$265.45 Narrabri \$265.45 Tamworth \$265.45 Taree \$265.45 Tumut
				\$249.45

8	12a5.2 26.4.2	Actual Necessary Expenses - all locations	Per day	\$21.30
9	26.4.3	Accommodation - after first 35 days and up to 6 mths	Per day	50% of the appropriate location rate
10	26.5	Government Accommodation - Incidental Expenses – all locations	Per day	\$21.30
11	26.6.5.4 & 29.8.4	Official Business Rate (Dependant on Engine Capacity) Over 2601cc 1601 to 2600cc under 1600cc	Per km	118.75 cents 109.72 cents 79.26 cents
12	29.5.1 – 29.5.3	Temporary Accommodation	Per week (up to a maximum of)	\$254.00
13	29.5.2	Board & Lodging expenses to be covered by Employee	Per week	\$51.00
14	29.5.4.1	Laundry Allowance - Employee only rate	Per week	\$4.50
15	29.5.4.2.	Laundry Allowance - Employee and Dependants rate	Per week (actual expenses to a maximum of)	\$13.00
16	29.6.2	Cost of Insurance of Furniture and Effects in transit and in Storage	(up to a maximum of)	\$38,000
17	29.6.3.2	Accelerated depreciation of personal/household effects in transit	(up to a maximum of)	\$1,126
18	29.6.3.2	Value of furnishings and fittings	(up to a maximum of)	\$7,037
19	29.9.2	Board & Lodging to be covered by parent/guardian	Per week	\$27.00
20	29.9.2	Board & Lodging cost for Dependent staying in initial location due to Year 12 subjects	Per week	\$56.00
21	29.10.6 & 29.11.3.2	Relocation – City to Country for sale of property	(up to a maximum of)	\$520,000

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

= Capital Cities & High Cost Country Centres.

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

C. MUIR *Commissioner*

CROWN EMPLOYEES (FIRE AND RESCUE NSW FIREFIGHTING STAFF DEATH AND DISABILITY) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Fire and Rescue NSW.

(Case No. 73869 of 2022)

Before Commissioner

28 September 2022

AWARD

1. Introduction, Intentions and Commitments

- 1.1 This Award shall be known as the "Crown Employees (Fire and Rescue NSW Firefighting Staff Death and Disability) Award 2022".
- 1.2 The intentions and commitments of this Award are to: -
- 1.2.1 Promote firefighters' health and fitness and to assist firefighters in meeting the occupational requirements of their job.
- 1.2.2 Provide practical support, education and assistance to firefighters through structured health and fitness programs.
- 1.2.3 Provide rehabilitation and retraining for permanent firefighters suffering partial and permanent incapacity.
- 1.2.4 Provide benefits in the event of the death or the termination of employment of permanently incapacitated firefighters.

2. Index

Clause No.	Subject Matter
1.	Introduction, Intentions and Commitments
2.	Index
3.	Definitions
4.	Health and Fitness Program
5.	Death and Disability Superannuation Fund
6.	Contributions to the Death and Disability Superannuation Fund
7.	Other Benefits Applicable to Firefighters
8.	Assessment of Fitness for Duty and Permanent Incapacity
9.	"On Duty" Death Benefits
10.	"On Duty" Total and Permanent Incapacity Benefits
11.	"Off Duty" Death and Total and Permanent Incapacity Benefits
12.	Rehabilitation and Retraining for Permanent Firefighters who suffer Partial and Permanent Incapacity
13.	Partial and Permanent Incapacity Benefits
14.	Assessment of Entitlement to Benefits
15.	Grievance Mechanism

16. Anti-Discrimination
17. Area, Incidence, Duration and Parties Bound
18. No extra claims

Annexure A - Principles and Procedures of the Firefighters' Health and Fitness Program

3. Definitions

"actuary" means an actuary appointed by the Trustee of the Death and Disability Superannuation Fund.

"compulsory employer contributions" has the same meaning as it has in section 12(1) of the *First State Superannuation Act 1992*.

"Deemed annual salary" means the "Per Week" rate of pay of a Qualified Firefighter as set out at Table 1 of Part C of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award multiplied by 52.1785.

"Deemed fortnightly salary" means the "Per Week" rate of pay of a Qualified Firefighter as set out at Table 1 of Part C of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award multiplied by 2.

"Death and Disability Superannuation Fund" means the superannuation fund established in accordance with this Award.

"Electricity Industry Superannuation Scheme" ("EISS") has the same meaning as it has in the *Superannuation Administration Act 1996*.

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

"FRNSW" means Fire and Rescue New South Wales, established by the *Fire Brigades Act 1989* and as a Public Service Executive Agency under Schedule 1 of the *Government Sector Employment Act 2013*.

"firefighter" means either a permanent firefighter or a retained firefighter as defined in this clause.

"First State Superannuation Scheme" ("FSS") means the superannuation scheme established under the *First State Superannuation Act 1992*.

"Judges Pension Scheme" ("JPS") means the superannuation scheme established under the *Judges' Pensions Act 1953*.

"Local Government Superannuation Scheme" ("LGSS") has the same meaning as it has in the *Superannuation Administration Act 1996*.

"off duty injury" means any personal injury or disease which is not an on duty injury.

"on duty injury" means personal injury arising out of or in the course of employment as a firefighter and includes a disease which is contracted by a firefighter in the course of his/her employment as a firefighter and to which the employment was a contributing factor, and the aggravation, acceleration, exacerbation or deterioration of any disease, where his/her employment as a firefighter was a contributing factor to the aggravation, acceleration, exacerbation or deterioration but does not include a personal injury or disease arising out of or in the course of journeying to or from work subject to the proviso that a retained firefighter responding to an incident shall be considered to be on duty from the time of call.

"ordinary duties" means the full range of work that was usually performed by the firefighter immediately prior to suffering the condition, illness or injury that caused them to cease to perform, in whole or in part, such work.

"Parliamentary Contributory Superannuation Fund" ("PCSF") means the fund referred to in section 5 of the *Parliamentary Contributory Superannuation Act 1971*.

"partial and permanent incapacity" means that a firefighter is no longer fit to carry out the full range of his/her ordinary duties with FRNSW.

"PBRI" means the Police Blue Ribbon Insurance arrangements established under the Police Amendment (Death and Disability) Regulation 2011.

"permanent firefighter" has the same meaning as 'employee' under the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award.

"Police Superannuation Scheme" ("PSS") means the superannuation scheme established under the *Police Regulation (Superannuation) Act 1906*.

"retained firefighter" has the same meaning as 'employee' under the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award.

"spouse" means a person who falls within the definition of "spouse" or "de facto partner" in the *Superannuation Act 1916*.

"State Authorities Non-contributory Superannuation Scheme" ("SANCS") means the superannuation scheme established under the *State Authorities Non-contributory Superannuation Act 1987*.

"State Authorities Superannuation Scheme" ("SASS") means the superannuation scheme established under the *State Authorities Superannuation Act 1987*.

"State Superannuation Scheme" ("SSS") means the superannuation scheme established under the *Superannuation Act 1916*.

"total and permanent incapacity" means that the firefighter is unlikely, by reason of ill-health (whether physical or mental) to ever again engage in gainful employment for which the firefighter is reasonably qualified by education, training or experience.

4. Health and Fitness Program

- 4.1 The parties agree and accept the need for a compulsory health and fitness program that is underpinned by practical support, education and assistance provided by FRNSW.
- 4.2 The parties agree to develop and implement the health and fitness program in circumstances in which a member of the Industrial Relations Commission will oversight their progress and set appropriate time frames, subject to the proviso that the parties specifically agree that:
 - 4.2.1 the health and fitness program will be developed and implemented within the life of this Award;
 - 4.2.2 the health and fitness program will be developed and implemented in accordance with the principles and procedures detailed in Annexure A;
 - 4.2.3 following implementation, the health and fitness standards will remain subject to negotiation and it will be open to either party to refer any matter that is not agreed to the Industrial Relations Commission for determination and the status quo will apply in the interim; and
 - 4.2.4 the health and fitness standards will not distinguish between ranks and will apply to all firefighters. Where a firefighter is found to have a medical issue, the health risk will be assessed against the inherent requirements of that firefighter's ordinary duties; and
 - 4.2.5 A firefighter who fails to meet the prescribed health and fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of health and fitness required. Subsequently, a permanent firefighter who fails the medical reassessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness will be rehabilitated to another position in accordance with clause 12.

5. Death and Disability Superannuation Fund

- 5.1 FRNSW will maintain, with the agreement of the FBEU, a Death and Disability Superannuation Fund to pay the benefits prescribed by clauses 9, 10 and 11 of this Award. The Fund shall operate in accordance with relevant Commonwealth legislation and the terms of the trust deed by which it is created.
- 5.2 The terms of the trust deed by which the Death and Disability Superannuation Fund is created shall provide that the Trustee of the Death and Disability Superannuation Fund is required to reduce the benefits otherwise payable from the said fund so as to offset any benefits prescribed by this Award that have previously been paid from the Death and Disability Superannuation Fund or by FRNSW pursuant to this Award.

6. Contributions to the Death and Disability Superannuation Fund

- 6.1 Subject to subclause 6.2, permanent firefighters who are less than 67 years of age and who are covered by FSS or who are contributors to SASS or who have elected under section 10 of the *First State Superannuation Act 1992* to make other arrangements shall each fortnight contribute an amount equivalent to 0.8 per cent of the Deemed fortnightly salary to the Death and Disability Superannuation Fund.
- 6.2 Permanent firefighters who contribute to SASS and who contribute for additional benefit cover shall within three months of commencing employment make an election on a "once only" basis, whether they wish to contribute to the Death and Disability Superannuation Fund. Permanent firefighters who elect to not contribute to the Death and Disability Superannuation Fund shall not be eligible to receive a pension or lump sum payment prescribed by this Award.
- 6.3 The contributions prescribed by this Award in relation to permanent firefighters who are contributors to SASS are additional to the contributions that they are required to make under the *State Authorities Superannuation Act 1987*.
- 6.4 Notwithstanding the provisions of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award and the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award, a firefighter who is required or elects to make contributions pursuant to this clause will do so by sacrificing an amount of unearned salary equivalent to the firefighter's contribution pursuant to this clause, unless they elect to contribute from their post-tax salary. Such salary sacrifice shall not be taken into account for the purpose of calculating the remuneration that the firefighter would have received in the event that no salary sacrifice had been applicable.
- 6.5 Subject to subclause 6.6, FRNSW shall each fortnight contribute an amount equivalent to 0.5 per cent of the Deemed fortnightly salary to the Death and Disability Superannuation Fund in respect of each retained firefighter who is less than 67 years of age.
- 6.6 FRNSW shall each fortnight contribute an amount equivalent to 0.2 per cent of the Deemed fortnightly salary to the Death and Disability Superannuation Fund in respect of each retained firefighter who is less than 67 years of age and who, by virtue of their primary employment, is already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF, PBRI or who is a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who is a SASS member with additional benefit cover.
- 6.7 FRNSW shall contribute to the Death and Disability Superannuation Fund such sum as may be necessary to meet any shortfall between the Fund's reserves and that sum that it needs in order to pay the superannuation pensions and superannuation lump sum benefits prescribed by this Award (or past Awards).
- 6.8 A firefighter on any form of leave without pay shall continue to be covered by this Award and shall be required to make the contributions that he/she would otherwise have made had he/she not been on leave without pay.

- 6.9 FRNSW shall each fortnight deduct the contributions that firefighters are required or elect to make pursuant to this clause from their salaries and forward such contributions together with the contributions that FRNSW is required to make in respect of retained firefighters to the Death and Disability Superannuation Fund.

7. Other Benefits Applicable to Firefighters

The benefits conferred upon firefighters by this Award shall be in addition to those benefits otherwise payable under the FSS Scheme, the SASS scheme and/or the *Workers Compensation Act 1987* and *Workplace Injury Management and Workers Compensation Act 1998*, as varied from time to time.

8. Assessment of Fitness for Duty and Permanent Incapacity

- 8.1. The procedures set out at subclauses 8.2 to 8.5 inclusive will apply if:
- 8.1.1 FRNSW has reason to believe that:
- 8.1.1.1 a firefighter may be unfit for duty, permanently or otherwise, and that firefighter disagrees; or
- 8.1.1.2 it may be necessary to impose certain medical/physical conditions or restrictions on a firefighter, permanently or otherwise, and that firefighter disagrees with the need for some or all such conditions or restrictions; or
- 8.1.2 A firefighter has reason, supported by medical information, to believe that:
- 8.1.2.1 the firefighter may be unfit for duty, permanently or otherwise, and FRNSW disagrees; or
- 8.1.2.2 it may be necessary to impose certain medical/physical conditions or restrictions on the firefighter, permanently or otherwise, and FRNSW disagrees with the need for some or all such conditions or restrictions; or
- 8.1.3 A firefighter has already been assessed as defined at paragraphs 8.6.2, 8.6.3 or 8.6.4 and subsequently obtains more contemporary information which suggests that they may be fit or that their requirements or restrictions should be changed, and FRNSW disagrees.
- 8.2 If the medical assessment is initiated by FRNSW at subclause 8.1.1 then FRNSW will advise the firefighter in writing of their need to undergo an immediate health assessment by a medical practitioner nominated by FRNSW, and its reason(s) for such referral.
- 8.3
- 8.3.1 If FRNSW believes at any point in time that a permanent firefighter's condition is such that by remaining on-duty he/she may endanger themselves, their colleagues or the public, FRNSW will, having regard to the firefighter's circumstances, either assign appropriate alternative duties for the firefighter or direct the firefighter on special leave (which is not to be deducted from any of the firefighter's leave balances) pending the determination of their condition in accordance with this clause. A permanent firefighter who is stood down from their ordinary duties in accordance with this subclause will continue to receive their ordinary pay until such date as the Industrial Relations Commission determines that the firefighter has failed to cooperate with the reasonable directions of FRNSW under this Clause, or the assessing medical practitioner reports pursuant to subclause 8.6. To avoid doubt, a permanent firefighter's ordinary pay shall be the pay to which the permanent firefighter would have been entitled had they been on sick leave.
- 8.3.2 Subject to paragraph 8.3.3, if FRNSW believes at any point in time that a retained firefighter's condition is such that by continuing to attend emergency incidents he/she may endanger themselves, their colleagues or the public, FRNSW will allow the firefighter to respond to their station, but not the incident, for all calls received by their brigade, and to attend all drills pending

- the determination of their condition in accordance with this clause. A retained firefighter who is placed on non-response duties in accordance with this subclause will continue to be permitted to attend the station for calls and drills until such date as the Industrial Relations Commission determines that the firefighter has failed to cooperate with the reasonable directions of FRNSW under this clause, or the assessing medical practitioner reports pursuant to subclause 8.6.
- 8.3.3 If FRNSW believes at any point in time that a retained firefighter's condition is such that by continuing to attend the station he/she may endanger themselves, their colleagues or the public, FRNSW will direct the firefighter to not attend their station pending the determination of their condition in accordance with this clause. A retained firefighter who is excluded from their station in accordance with this subclause will be paid a fortnightly amount equivalent to the retained firefighter's highest fortnightly pay within the three month period immediately prior to their exclusion, and such payment shall continue until such date as the Industrial Relations Commission determines that the firefighter has failed to cooperate with the reasonable directions of FRNSW under this clause, or the assessing medical practitioner reports pursuant to subclause 8.6.
- 8.4 Whether the medical assessment is initiated by FRNSW at paragraph 8.1.1 or a firefighter at paragraph 8.1.2, FRNSW will arrange for a reasonable appointment for the firefighter as soon as possible, if not with FRNSW's preferred medical practitioner then with some other suitable medical practitioner, and will notify both the firefighter and the assessing medical practitioner in writing setting out:
- 8.4.1 the time, date and location of the appointment;
- 8.4.2 the inherent requirements of the firefighter's ordinary duties and the firefighter's typical work environment(s);
- 8.4.3 the health-related issue(s), if any, which FRNSW believes may be affecting work performance;
- 8.4.4 the manner in which it is believed work performance has been/is being and/or may be affected, including evidence where available;
- 8.4.5 any specific question(s) from FRNSW. It will not be sufficient to simply request an assessment of a firefighter's "fitness to continue" or assume such question(s) would be inferred by the assessing medical practitioner from the general background information provided; and
- 8.4.6 a summary of all relevant documents in checklist format.
- 8.5 The assessing medical practitioner should take into account any and all relevant material supplied by FRNSW, the firefighter and/or the firefighter's own medical practitioner(s). FRNSW will ensure that any material provided to the assessing medical practitioner will at the same time also be provided to the firefighter and/or the medical practitioner(s) nominated by the firefighter.
- 8.6 The assessing medical practitioner's report, which will be in writing and provided to both FRNSW and the firefighter, should conclude that the firefighter is, in that medical practitioner's opinion, either:
- 8.6.1 fit to perform the firefighter's ordinary duties without any requirements or restrictions; or
- 8.6.2 fit to perform the firefighter's ordinary duties with specified requirements or restrictions; or
- 8.6.3 temporarily unfit to perform the firefighter's ordinary duties but fit to perform alternative duties, either with or without specified requirements or restrictions; or
- 8.6.4 temporarily unfit to perform any FRNSW duties; or
- 8.6.5 permanently unfit to perform the firefighter's ordinary duties.
- 8.7 FRNSW will write to the firefighter within 7 days of receipt of the assessing medical practitioner's report stating that it has either:

- 8.7.1 wholly accepted the assessing medical practitioner's report; or
 - 8.7.2 partially accepted the assessing medical practitioner's report, together with the reason(s) for its non-acceptance of the relevant part(s); or
 - 8.7.3 accepted none of the assessing medical practitioner's report and its reasons for same.
- 8.8 If the FRNSW determination at subclause 8.7 is that the firefighter is permanently unfit to perform the firefighter's ordinary duties then the firefighter shall be deemed for the purposes of this Award to have suffered partial and permanent incapacity until determined otherwise in accordance with this clause. FRNSW shall inform the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) at the earliest possible opportunity.
- 8.9 A firefighter may request by way of report that the Commissioner review the FRNSW determination at subclause 8.7 within 14 days of receipt of that written determination or within 7 days of the Department having informed the FBEU, whichever is the later. A firefighter who makes such a request shall then be allowed 28 days, or such additional time as the Commissioner may allow, in order for a medical practitioner of the firefighter's choosing to:
- 8.9.1 review all previous reports and documentation relating to the matter; and
 - 8.9.2 confer with a FRNSW-nominated medical practitioner with a view to maximising the areas of agreement and minimising any areas of disagreement between them. In order to facilitate such conferences, FRNSW and the firefighter must, by no later than close of business on the next working day following the firefighter's request for a review, exchange the contact details of their respective nominated medical practitioners and in the case of the firefighter, written authorisation for their nominated medical practitioner to discuss their medical information with the FRNSW-nominated medical practitioner; and
 - 8.9.3 produce a report (and, if the FRNSW-nominated medical practitioner is agreeable, a joint report) of their conclusions.
 - 8.9.4 The Commissioner will consider all previous reports and documentation relating to the matter, together with any additional information (including the medical practitioner's report at paragraph 8.9.3) submitted by the firefighter and will within 14 days supply the firefighter concerned with a written and final FRNSW determination of the matter.
- 8.10 If the firefighter does not agree with the Commissioner's determination at subclause 8.9 then the matter may be referred to the Industrial Relations Commission (the Commission) for final determination of the matter, i.e. whether the firefighter is;
- 8.10.1 fit to perform the firefighter's ordinary duties without any requirements or restrictions; or
 - 8.10.2 fit to perform the firefighter's ordinary duties with specified requirements or restrictions; or
 - 8.10.3 temporarily unfit to perform the firefighter's ordinary duties but fit to perform alternative duties, either with or without specified requirements or restrictions; or
 - 8.10.4 temporarily unfit to perform any FRNSW duties; or
 - 8.10.5 permanently unfit to perform the firefighter's ordinary duties.
- 8.11 Where a dispute cannot be settled by conciliation, the parties agree in principle that the preferred method of adjudication will be by the Commission utilising the 'Bluescope model'. The 'Bluescope model' will be adopted except where the Commission orders otherwise or where one of the parties elects not to use the Bluescope model and notifies the other party of this election as soon as practicable before or at the time the dispute is notified to the Commission.

- 8.12 A firefighter who is found to be temporarily unfit as per paragraphs 8.6.3 or 8.6.4 or 8.10.3 or 8.10.4 will be given the appropriate period of time, as advised by the assessing medical practitioner, necessary for the firefighter to return to their ordinary duties.
- 8.13 A firefighter who fails to return to their ordinary duties within the appropriate period of time, or within six months from the date they last performed their ordinary duties or previous assessment (whichever occurs first) will be referred for medical re-assessment.
- 8.14 FRNSW will bear the cost of any assessment conducted by a medical practitioner pursuant to subclauses 8.4, 8.5 and 8.6, and of any independent assessment conducted at subclause 8.13, provided that in the case of any review conducted at subclauses 8.8 and 8.9 (only), the firefighter and FRNSW will each be responsible for the costs of their own nominated medical practitioner.
- 8.15 A firefighter who fails to comply with a reasonable direction to attend and participate in a medical assessment under this mechanism may be subject to disciplinary action.
- 8.16 A firefighter who has been determined as suffering partial and permanent incapacity may at any time elect to be assessed by the Death and Disability Superannuation Fund for total and permanent incapacity, in which case FRNSW will make all reasonable efforts to assist the Fund in concluding such assessment as soon as practicable.
- 8.17 The employment of a firefighter who is determined as suffering partial and permanent incapacity will be terminated in accordance with clause 13, or otherwise upon such firefighter's consent or request.

9. "On Duty" Death Benefits

- 9.1 The benefits prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 9.2 In the event that an on duty injury results in the death of a firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.1 or 6.5, a fortnightly pension equivalent to 40% of the Deemed fortnightly salary shall be paid to the deceased firefighter's spouse until that spouse's death.
- 9.3 Children's pensions shall be payable in addition to the spouse pension payable under subclause 9.2 on the same basis as in SSS, provided that such fortnightly pensions shall be set at a rate equivalent to 5% of the Deemed fortnightly salary in respect of each eligible child.
- 9.4 Pensions shall be able to be commuted on the same basis as in SSS.
- 9.5 The provisions of the other subclauses of this clause shall not apply in the event that an on duty injury results in the death of a firefighter who does not have a spouse at the time of his or her death. In such cases, the firefighter's death shall, for the purposes of this Award, be treated as if it was the result of an off duty injury and a lump sum payment shall be paid from the Death and Disability Superannuation Fund in accordance with the following table.

Age	Benefit as a multiple of the Deemed Annual Salary
59 and under	4.8
60	4.2
61	3.6
62	3.0
63	2.4
64	1.8
65	1.2
66	0.6
67	0.0

- 9.6 A minimum guaranteed lump sum benefit is payable in the same circumstances as prescribed in section 31A of the *Superannuation Act* 1916, but the "minimum benefit" as defined in section 31A(7) will not apply and for the purposes of this Award the minimum benefit shall be the amount that would have been payable under subclause 9.5 had the firefighter not had a spouse at the time of the firefighter's death.
- 9.7 The fortnightly pensions payable under this clause shall continue to be adjusted throughout the life of each such pension in line with movements in the Deemed salary.
- 9.8 In the case of a retained firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.6 and who suffers death as the result of an on duty injury and who, by virtue of his/her primary employment, was already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties), PBRI or who was a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who was a SASS member with additional benefit cover, the other benefits of this clause shall not be payable and a lump sum benefit equivalent to 20% of the Deemed annual salary shall instead be paid to the deceased retained firefighter's estate.

10. "On Duty" Total and Permanent Incapacity Benefits

- 10.1 The benefits prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 10.2 In the event that an on duty injury results in the total and permanent incapacity of a firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.1 or 6.5, a fortnightly pension equivalent to 60% of the Deemed fortnightly salary shall be paid to the firefighter until his or her 67th birthday or death (whichever the earlier).
- 10.3 Pensions shall be able to be commuted at age 60 or any time thereafter, with the commuted lump sum to be determined in accordance with the table at subclause 9.5.
- 10.4 Where a former firefighter in receipt of a total and permanent incapacity pension suffers death prior to his or her 67th birthday then a lump sum amount determined in accordance with clause 11 shall be paid to the deceased former firefighter's estate.
- 10.5 To avoid doubt, the lump sum payments under subclauses 10.3 and 10.4 shall be determined by the former firefighter's age at the time of commutation or death, as the case may be, and not their medical retirement
- 10.6 The fortnightly pensions payable under this clause shall continue to be adjusted throughout the life of each such pension in line with movements in the Deemed salary
- 10.7 In the case of a retained firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.6 and who suffers total and permanent incapacity as the result of an on duty injury and who, by virtue of his/her primary employment, is already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties), PBRI or who is a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who is a SASS member with additional benefit cover, the other benefits of this clause shall not be payable and the retained firefighter shall instead be paid a lump sum benefit equivalent to 20% of the Deemed annual salary.

11. "Off Duty" Death and Total and Permanent Incapacity Benefits

- 11.1 The benefits prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 11.2 Subject to subclause 11.4, in the event that an off duty injury results in the death or total and permanent incapacity of a firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.1 or 6.5, a lump sum payment in accordance with the scale set out in subclause 11.3 shall be paid to the firefighter or his/her estate.

- 11.3 For the purposes of this subclause, a firefighter's age shall be his/her age at the time of his/her death or at the date that he/she ceases to be employed by FRNSW or at such earlier date as may be determined by the Trustee of the Death and Disability Superannuation Fund.

Age	Benefit as a multiple of the Deemed Annual Salary
59 and under	4.8
60	4.2
61	3.6
62	3.0
63	2.4
64	1.8
65	1.2
66	0.6
67	0.0

- 11.4 The actuary shall separately review and assess the cost of the benefits provided by this Award for both permanent firefighters and retained firefighters by 30 June each year. In the event that the actuary's review finds that the long-term cost of the off duty benefits provided by this clause for either employee group exceeds both (a), the long-term contributions to be made by that employee group, and (b), 30% of the long-term combined cost of the benefits provided clauses 9, 10 and 11 for that employee group, then the scale at subclause 11.3 shall be reduced for that employee group on 1 January next to the extent necessary to ensure that the long-term cost of the off duty benefits for that employee group no longer exceeds either (a) or (b). Once the scale is reduced for an employee group it shall remain subject to annual adjustment, both upwards and downwards as each review permits, until such time as the scale at subclause 11.3 is returned to provided that where any adjustment would be less than 5% then no adjustment will be made.
- 11.5 Retained firefighters for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.6 and who suffer death or total incapacity as the result of an off duty injury and who, by virtue of their primary employment, are already members of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties), PBRI or who are LGSS or EISS Division B "Retirement Scheme" members with additional benefit cover or who are SASS members with additional benefit cover shall not be entitled to the other benefits of this clause and a lump sum benefit equivalent to 20% of the Deemed annual salary shall instead be paid to such retained firefighters or their estate.

12. Rehabilitation and Retraining for Permanent Firefighters who suffer Partial and Permanent Incapacity

- 12.1 Every permanent firefighter who suffers partial and permanent incapacity (PPI) shall receive extensive rehabilitation/retraining with the objective placing them in a suitable position within FRNSW. All reasonable efforts will be made by FRNSW to ensure that a permanent firefighter who suffers PPI is so placed, including by identifying potential employment opportunities as soon as practicable and directing the firefighter's rehabilitation/retraining to that end, and in consultation with the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed).
- 12.2 Where FRNSW believes that, notwithstanding every reasonable effort to the contrary, a suitable position may not be found for a permanent firefighter who, by reason of PPI, is undergoing rehabilitation/retraining, the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) shall be informed at the earliest possible opportunity.
- 12.3 The employment of a permanent firefighter who suffers PPI will not be terminated because of the lack of a suitable position within FRNSW without the firefighter's consent. In the event that the firefighter does not consent, an adequate opportunity will be given to the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) to consider FRNSW's opinion that no suitable position is available and to put that opinion into dispute in accordance with the dispute resolution clause in this Award.

- 12.4 The parties agree that it is anticipated that the rehabilitation/retraining and associated forward planning associated will minimise the likelihood that any permanent firefighter who suffers PPI will be terminated because at the end of their rehabilitation/retraining, a suitable position is not available.

13. Partial and Permanent Incapacity Benefits

- 13.1 The partial and permanent incapacity benefits prescribed by this clause are provided and payable by FRNSW.
- 13.2 Subject to clause 12, FRNSW may terminate the employment of a firefighter who suffers partial and permanent incapacity. Subject to subclause 13.3, a firefighter whose employment is terminated because the firefighter suffers partial and permanent incapacity shall be given the option of:
- 13.2.1 being paid a lump sum payment in accordance with this clause immediately upon termination; or
- 13.2.2 deferring a lump sum payment in accordance with this clause pending the determination of the firefighter's claim for a total and permanent incapacity benefit.
- 13.3 Subject to paragraph 13.2.2, a firefighter whose employment is terminated because the firefighter suffers partial and permanent incapacity shall be paid a lump sum payment in accordance with the scale set out below:

Age	Benefit as a multiple of the Deemed Annual Salary	
	for permanent firefighters	for retained firefighters
52 and under	3.08	0.308
53	2.81	0.281
54	2.53	0.253
55	2.25	0.225
56	1.95	0.195
57	1.65	0.165
58	1.34	0.134
59	1.02	0.102
60	0.69	0.069
61	0.35	0.035
62	0	0

14. Assessment of Entitlement to Benefits

- 14.1 Entitlement to the partial and permanent incapacity benefits provided by FRNSW pursuant to this Award shall be assessed through the mechanism at clause 8.
- 14.2 Entitlement to receive a total and permanent incapacity or death benefit from the Death and Disability Superannuation Fund shall be assessed in accordance with relevant Commonwealth legislation and the terms of the trust deed by which the Fund operates.
- 14.3 To avoid doubt, a firefighter can receive either a total and permanent incapacity benefit, or a partial and permanent incapacity benefit, but not both. FRNSW shall advise the Death and Disability Fund the name of any firefighter who receives a partial and permanent incapacity lump sum payment, and of the amount so paid.
- 14.4 Subject to subclause 14.2, any dispute as to the entitlement to receive a benefit from the Death and Disability Superannuation Fund or any other dispute arising under or regarding the application of this Award may be referred to the Industrial Relations Commission of New South Wales for final determination.
- 14.5 To avoid doubt, the provision at subclauses 8.8, 12.1, 12.2 and 12.3 whereby the FBEU is to be informed "unless the firefighter expressly declines to agree to the FBEU being informed" is intended to allow the firefighter to seek the FBEU's advice before authorising or agreeing to any course of action or

signing any document associated with those subclauses and unless the firefighter does expressly decline to agree to the FBEU being informed then FRNSW will neither expect nor allow a firefighter to authorise or agree to any course of action nor sign any document associated with their rehabilitation/retraining or possible termination until such time as the FBEU has been notified in writing and been given adequate opportunity to confer with the firefighter.

15. Grievance Mechanism

If an issue gives rise to a dispute it shall be dealt with in accordance with the Dispute Avoidance Procedures in clause 35 of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award.

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 clause 15 of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make an application to vary any provision of this Award, which by its terms or operation, has 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 taken to affect any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age; any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and/or 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 legislation referred to in this clause.

17. Area, Incidence, Duration and Parties Bound

- 17.1 This Award shall apply to all permanent firefighters and retained firefighters, as defined in clause 3, Definitions, who are employed by FRNSW.
- 17.2 This Award shall rescind and replace the Crown Employees (Fire and Rescue NSW Firefighting Staff Death and Disability) Award 2021 published 30 April 2021 (389 I.G. 436).
- 17.3 This Award shall be binding upon the FBEU and FRNSW.
- 17.4 This Award shall take effect on and from 26 February 2022 and shall remain in force until 25 February 2023.

18. No Extra Claims

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

- 18.2 The terms of subclause 18.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

ANNEXURE A

Principles and Procedures of the Firefighters' Health and Fitness Program

1. Objectives

- To promote the health and fitness of firefighters and to assist them in meeting the occupational requirements of their job.
- To provide practical support, education and assistance to firefighters through a structured health and fitness program.

2. Benefits for the firefighter

- A compulsory health assessment as recommended for the firefighter on medical advice.
- A comprehensive individual report.
- Access to individual health and fitness counselling sessions.
- Access to health and fitness resource materials.
- Identification of negative lifestyle habits and risks.
- Identification of some medical conditions.
- Early intervention and management of medical conditions.
- Health statistics over the lifetime of career as a firefighter.
- Decreased risk of death, injury or disability from disease.
- Increased ability to cope with the physical and emotional stresses of firefighter duties.
- Heightened job performance and satisfaction.

3. General benefits for the employer

Supplementary to saving lives, improving performance and achieving compliance with Workplace Health and Safety legislation and Australian and international standards, it is anticipated that the health and fitness program will make a significant positive contribution to:

- the number and cost of worker's compensation and death and disability claims.
- payroll costs due to sick or injured workers.
- identification of negative health factors (work-related or other) for FRNSW.

4. Outcomes

- A healthy and fit workforce.
- Increased capacity to cope with the physical and psychological demands of firefighting.
- Decreased risk of injury, illness and disease, leading to a reduction in the number and cost of health related absences, workers compensation claims/premiums and Death and Disability claims.
- Compliance with relevant Work Health and Safety legislation and Australian Standards.
- Identification and analysis of trends for the purpose of developing firefighter specific health and safety interventions.

5. Focus Areas

- Support Program - Introduction of a comprehensive program designed to support firefighters in their efforts to improve personal health outcomes.
- Health and fitness checks - Introduction of a firefighter-specific health assessment program designed to identify significant health issues.

6. Principles

- Broad consultation with all stakeholders in the development and delivery of programs is critical to success.
- Collaboration with international, national and state initiatives is essential for a sustained and systematic approach to health promotion and injury/disease prevention.
- Linking relevant programs and taking a comprehensive/holistic approach to health promotion and injury/disease prevention will provide maximum impact.
- Long term ‘capacity building’ will prolong and multiply health gains for both firefighters and FRNSW.

7. Key Strategies

Infrastructure

Develop the physical and organisational infrastructure needed to implement program components. This includes support structure (e.g. health/fitness and return to work professionals), related systems and procedures (e.g. data management, pathways for rehabilitation), resources (e.g. educational materials).

Education

Increase awareness and understanding of general and firefighter-specific health issues and provide the necessary skills to take ownership of personal health outcomes. Focus on physical activity, nutrition, smoking cessation, occupational and environmental exposures, and critical incident stress as they relate to firefighter performance, mental health, injury prevention and chronic disease development (cardiovascular disease, cancer, diabetes, etc.).

Environments

Create work environments that promote and encourage healthy lifestyle behaviours (a ‘healthy’ organisational culture). Focus on provision of healthy lifestyle education.

Monitoring/Evaluation

Monitor health and fitness outcomes over time to determine efficacy of programs. Including broad surveys of lifestyle changes (e.g. physical activity patterns), monitoring of injury and illness trends, participation rates for health and fitness activities, and periodic health assessment and ‘Return to Work’ program outcomes.

8. Health Checks and Fitness Drills

Fitness Drills

- (a) The health and fitness program will include a compulsory fitness drill, commencing in January 2018, for all firefighters who may be called upon to perform operational firefighting duties in order to enhance their personal understanding of their functional capacity. The compulsory fitness drill will be subject to negotiation and agreement or, in the absence of agreement, determination by the Industrial Relations Commission (and the status quo will apply in the interim), but will be undertaken annually, locally and when on duty by not less than two firefighters utilising readily available operational equipment.
- (b) The annual fitness drill for retained firefighters will be considered and paid for as if it is a regular drill provided that attendance at the fitness drill will not count towards the 75% regular drill attendance requirement of subclause 28.1.2 and will be additional to the two regular drills per station, per month provision of subclause 6.5.2.2.

Health Checks

- (c) The health and fitness program will also include regular health checks for firefighters by the firefighter's nominated medical practitioner in accordance with a health check pack, which will be subject to negotiation and in the event that the parties do not agree, determination by the Industrial Relations Commission, which must occur prior to 31 March 2018. Following implementation, the health check pack will remain subject to negotiation and agreement and it will be open to either party to refer any matter that is not agreed to the Industrial Relations Commission for determination and the status quo will apply in the interim. The health check pack will include the inherent requirements of the firefighter's ordinary duties and the firefighter's typical work environment(s), a template medical report and the tests to be conducted as part of the health check.
- (d) The implementation of the health and fitness checks will help to ensure:
- that firefighters are medically and physically capable of performing their required duties;
 - that the risk of injury or illness is reduced through constant monitoring of health trends and the implementation of focussed health interventions;
 - that FRNSW satisfies its statutory obligations under all relevant legislation;
 - the provision of current and accurate health/medical information for the purposes of resource allocation and planning.
- (e) The health checks will include:
- Medical examination (primary focus on cardiovascular, respiratory and musculoskeletal systems);
 - Pathology testing (general health markers; e.g. lipid profile, blood glucose level);
 - Urinalysis;
 - Twelve lead ECG;
 - Cardiac Risk Profile (risk score based on Framingham study);
 - Spirometry (lung function), if recommended by the firefighter's nominated medical practitioner;
 - Vision;
 - Audiometry (hearing), if recommended by the firefighter's nominated medical practitioner;
 - Other medical assessments as indicated.
- (f) The health checks (which will commence not prior to 31 January 2019 and in respect of any commencement date, upon four weeks formal advance notice to the FBEU) will be arranged and undertaken by each firefighter within the twelve month period following their fourth anniversary of employment, and again within the twelve month period following their ninth anniversary of employment, and so on, so that health checks are undertaken at least once every five years up until the age of 60, at which age health checks will then be arranged and undertaken by each firefighter no more than three years after their last health check until the age of 67, at which age health checks will then be arranged and undertaken by each firefighter annually.
- (g) The pathology tests, urinalysis and 12 lead ECG testing will all be undertaken on referral by the independent occupational physician prior to the health check, which will then be conducted by a local medical practitioner nominated by the firefighter having regard to the most reasonable option in terms of practicality and cost. A nominated medical practitioner who recommends spirometry and/or audiometry testing but, is unable to conduct such test(s), may refer the firefighter. FRNSW will ensure that the health checks (including spirometry and audiometry referrals) and any consequent referrals required by FRNSW will be arranged and conducted without any cost to the firefighter.
- (h) Firefighters who attend a health check while off duty will be compensated for their attendance and travel expenses by way of a payment equivalent to 4% of the Award's deemed fortnightly salary for each such attendance, and unless transport is provided by FRNSW, payment at the

Official Business rate for the actual return distance necessarily and reasonably travelled between the firefighter's normal residence or place of work and the location(s) of each health check.

- (i) The firefighter's nominated medical practitioner will forward their report on the firefighter's health check, together with the results, to both the firefighter and the independent occupational physician nominated by FRNSW. The independent occupational physician will in turn review the firefighter's health check results against the firefighters' health and fitness standard and the nominated medical practitioner's report and advise FRNSW that the firefighter is:
- fit to perform the firefighter's ordinary duties without any requirements or restrictions; or
 - fit to perform the firefighter's ordinary duties with specified requirements or restrictions; or
 - temporarily unfit to perform the firefighter's ordinary duties but fit to perform alternative duties, either with or without specified requirements or restrictions; or
 - temporarily unfit to perform any FRNSW duties; or
 - permanently unfit to perform the firefighter's ordinary duties.
- (j) The independent occupational physician will provide no other information or advice to FRNSW concerning the firefighter's health and fitness without the firefighter's consent apart from such information regarding the specified requirements or restrictions as, in the professional opinion of the independent occupational physician, is necessary for the safe management of the firefighter. If the firefighter disagrees with the independent occupational physician's advice to FRNSW, then it will be open to the firefighter to seek a determination of their fitness for duty under clause 8.
- (k) Where a medical issue is identified during a health check, the health risk will be assessed against the inherent requirements of the firefighter's job (safety critical).
- (l) The results of the health checks will be collected and collated by an agreed independent third party and provided to both parties to allow them to assess and respond to firefighters' health risks.
- (m) FRNSW will not cover the cost of treatment for non-compensable injuries or illness. The treatment cost associated with compensable injuries or illness will be addressed through the Workers' Compensation system.

C. MUIR *Commissioner*

CROWN EMPLOYEES (NSW POLICE FORCE (NURSES')) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Commissioner of Police.

(Case No. 213928 of 2022)

Before Chief Commissioner Constant

4 August 2022

AWARD

PART A

1. Arrangement

PART A

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

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

2. Definitions

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

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

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

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

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

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

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

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

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

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

3. Rates of Pay

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

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

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

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

4.2 For the purposes of this clause:

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

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

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

5. Hours of Work

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

6. Overtime

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

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

except as provided for in subclause 6.4 of this clause:

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

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

7. Travelling Time

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

8. Leave in Lieu of Overtime

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

Provided that:

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

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

9. Part-Time Employment

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

10. Casual Employment

- 10.1 The parties agree that officers may be employed on a casual basis to suit the needs of the NSW Police Force.
- 10.2 The hourly rate for a casual officer shall be calculated on the following basis:
- $$\frac{\text{appropriate weekly rate}}{38} \quad + 10\%$$
- 10.3 A casual officer shall in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of annual leave.
- 10.4 A minimum payment of 3 hours shall be made for each engagement.
- 10.5 A casual officer shall be paid for all hours worked and consistent with the provisions of subclause 10.3 of this clause, shall not accrue an entitlement to annual leave.
- 10.6 Casual officers shall be entitled to pro rata payment, based on the hours worked, of the clothing allowance as set out in Item 3 of Table 2 - Allowances, of Part B, Monetary Rates.
- 10.7 Casual officers are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

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

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

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

10.8 Personal Carers Entitlement for Casual Officers

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

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

10.9 Bereavement entitlements for casual officer

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

11. Public Holidays

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

12. Annual Leave

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

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

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

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

13. Leave Generally

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

14. Introduction of New Technology

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

15. Productivity Measures

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

16. Clothing Allowance

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

17. Disputes/Grievance Settlement Procedure

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

18. Anti-Discrimination

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

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

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

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

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

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

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

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

19. Other Conditions of Employment

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

20. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2023 by a party to this Award.

21. Area, Incidence and Duration

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

21.2 This Award shall operate from 1 July 2022 and shall remain in force until 30 June 2023. Remuneration increases will occur from the beginning of the first full pay period to commence on or after 1 July 2022 as shown in Column B in Tables 1 and 2 below.

21.3 This Award rescinds and replaces the Crown Employees (NSW Police Force (Nurses')) Award 2021, published 8 April 2022 (391 I.G. 808), as varied.

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

PART B
MONETARY RATES

Table 1 - Salaries

	Column A	Column B	Column C
	This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2020	This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2021	This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2022
	0.3%	2.04%	2.53%
Registered Nurse	\$	\$	
1st Year	\$1,179.70	\$1,203.80	\$1,234.30
2nd Year	\$1,244.60	\$1,270.00	\$1,302.10
3rd Year	\$1,308.70	\$1,335.40	\$1,369.20
4th Year	\$1,377.40	\$1,405.50	\$1,441.10
5th Year	\$1,446.00	\$1,475.50	\$1,512.80
6th Year	\$1,513.20	\$1,544.10	\$1,583.20
7th Year	\$1,591.20	\$1,623.70	\$1,664.80
8th Year	\$1,657.40	\$1,691.20	\$1,734.00
Clinical Nurse Specialist			
1st Year and thereafter	\$1,725.20	\$1,760.40	\$1,804.90
Clinical Nurse Consultant			
1st Year and thereafter	\$2,121.00	\$2,164.30	\$2,219.10

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

Table 2 - Allowances

Item No	Clause No	Description	This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2020 0.3%	This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2021 2.04%	This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2022 2.53%
1	2 Definitions	Team leader allowance per shift	\$29.05	\$29.65	\$30.40
2	5.7 Hours of Work	On-call allowance during a meal break	\$14.51	\$14.81	\$15.18
3	16 Clothing Allowance	Clothing allowance per week	\$7.50	\$7.50	\$7.50

N. CONSTANT, *Chief Commissioner*

(1323)

SERIAL C9549

CROWN EMPLOYEES (SCHOOL ADMINISTRATIVE AND SUPPORT STAFF) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education.

(Case No. 227698 of 2022)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner Webster

11 October 2022

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

Clause No. Subject Matter

PART A

1. Arrangement
2. Definitions
3. Anti-Discrimination
4. Classifications
5. Rates of Pay and Allowances
6. Vacation Pay
7. Incremental Progression
8. Hours
9. Meal Breaks
10. Lactation Breaks
11. Appointments
12. Training and Development
13. Higher Duties Allowance
14. Performance Management
15. Alternate Work Organisation
16. Dispute and Grievance Resolution Procedures
17. Leave
18. Leave for Matters Arising from Domestic Violence
19. Travelling Compensation and Excess Travelling Time
20. Overtime
21. Transferred Employees' Compensation
22. Deduction of Association Membership Fees
23. No Further Claims and No Industrial Action
24. Secure Employment
25. Short Term Temporary Employee Entitlements
26. Consultation
27. Production of Receipts
28. Allowance Payable for Use of Private Motor Vehicle
29. Damage to Private Motor Vehicle Used for Work
30. Allowance for Living in a Remote Area
31. Assistance to Employees Stationed in a Remote Area When Travelling on Recreation Leave
32. Community Language Allowance Scheme (CLAS)

33. Area, Incidence and Duration

PART B

Schedule 1 - School Administrative and Support - Rates of Pay

Schedule 2- School Administrative and Support Staff - Allowances

2. Definitions

- 2.1 "Aboriginal Education Officer" means a classification of School Administrative and Support Staff for whom the requirement of Aboriginality is a legitimate occupational qualification under section 14(d) of the *Anti-Discrimination Act 1977*.
- 2.2 "Act" means the *Education (School Administrative and Support Staff) Act 1987*.
- 2.3 "Additional hours" means those hours worked by School Administrative and Support Staff (excluding Business Managers) beyond the normal hours of duty set out in Clause 8. Hours as required by the principal, up to 7 hours per day and to a maximum of 35 hours per week.
- 2.4 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.5 "Averaging of hours" means the arrangement approved by the principal under which a permanent or long term temporary employee works their normal total working hours over a ten week period (a school term) and is entitled to be absent for a maximum of one day during that period provided that the hours worked by the employee over the school term are equivalent to the total actual working hours required for that period.
- 2.6 "Centre" means a Departmental centre which provides instruction to students, such as a distance education centre, environmental education centre or intensive English centre.
- 2.7 "Continuous employment" means employment for a specific number of hours per week for each week of the school year, which may be broken by school vacations and any approved leave which counts as service.
- 2.8 "Department" means the New South Wales Department of Education.
- 2.9 "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 2.10 "Employee" means any person employed as a member of the School Administrative and Support Staff.
- 2.11 "Equivalent full-time" means the number of full-time and part-time employees allocated to a school converted to a full-time equivalent.
- 2.12 "Full-time employee" means any person employed as a member of the School Administrative and Support Staff who works 31.25, 33.33 or 35 hours per week or, in the case of a former Library Clerical Assistant covered by the 1988 agreement, 36.25 hours per week.
- 2.13 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act 1996*.
- 2.14 "Long-term temporary employee" means a member of the School Administrative and Support Staff employed by the Secretary in an assignment on a temporary basis, either full-time or part-time, under section 21 of the Act, for a period in excess of one school term.

- 2.15 "Part-time employee" means any person employed as a member of the School Administrative and Support Staff who works less than 31.25, 33.33 or 35 hours per week.
- 2.16 "Permanent employee" means a member of the School Administrative and Support Staff employed on a permanent basis by the Secretary in the service of the Crown under section 8 of the Act.
- 2.17 "Principal" means the principal of a Department school.
- 2.18 "School" means a Department school where instruction is provided by the Department and includes any place designated as part of, or as an annex to, such school.
- 2.19 "School Administrative and Support Staff" means and includes persons employed as Aboriginal Education Officers, Business Managers, School Administrative Officers, School Administrative Managers, School Learning Support Officers, School Learning Support Officers (Pre-School), School Learning Support Officers (Vision Support, Hearing Support, Bilingual) and School Learning Support Officers (Student Health Support).
- 2.20 "School day" means any weekday during school terms, as specified by the Secretary.
- 2.21 "School for specific purposes" means a school which is classified as such by the Secretary and is established under the *Education Act* 1990 to provide education for students with disabilities.
- 2.22 "Secretary" means the Secretary of the Department of Education.
- 2.23 "Service" means service as determined by the Secretary.
- 2.24 "Short-term temporary employee" means a member of the School Administrative and Support Staff employed by the Secretary in an assignment on a temporary basis, either full time or part-time, under section 21 of the Act, for a period of one school term or less.
- 2.25 "Western, Central and Eastern Divisions" means those areas of New South Wales as described in Section 4 of the *Crown Lands Act* 1989.

3. Anti-Discrimination

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 Nothing in this clause is to be taken to affect:
- 3.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 3.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 3.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;

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

3.5 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 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."

4. Classifications

Classification Structure

4.1 The classification structure for School Administrative and Support Staff is as follows:

Classification	Level
School Administrative Manager	SAM 1
School Administrative Manager	SAM 2
School Administrative Manager	SAM 3
School Administrative Manager	SAM 4
School Administrative Officer	SAO
School Learning Support Officer and School Learning Support Officer (Vision Support, Hearing Support, Bilingual)	SLSO 1
	SLSO 2
	SLSO 3
	SLSO 4
School Learning Support Officer (Pre-School)	SLSO PS 1
	SLSO PS 2
	SLSO PS 3
	SLSO PS 4
School Learning Support Officer (Student Health Support)	SLSO SHS
Aboriginal Education Officer	AEO 1
	AEO 2
	AEO 3
	AEO 4
Business Manager 1	BM 1.1
	BM 1.2
	BM 1.3
	BM 1.4
Business Manager 2	BM 2.1
	BM 2.2
	BM 2.3
	BM 2.4

4.2 School Administrative Manager

The classification of School Administrative Manager is comprised of four levels; The level of a School Administrative Manager position is determined as follows:

Level	No. of equivalent full-time School Administrative Manager and School Administrative Officers allocated to the school by staffing formula
Level 1	Less than 1.4
Level 2	1.4 - less than 1.8
Level 3	1.8 - less than 10
Level 4	10 or more

The level for a School Administrative Manager in a school for specific purposes is determined as follows:

- (a) A notional number of students is determined by multiplying the number of effective full-time teaching staff to which a school for specific purposes is entitled by 30.
- (b) The notional number of students is then applied to the primary school allocation formula to determine a notional number of School Administrative Managers and School Administrative Officers and thus which level of School Administrative Manager is to apply.

4.3 Business Manager

4.3.1 The classification of Business Manager is comprised of two levels:

- (i) Business Manager (BM 1)
- (ii) Business Manager (BM 2)

4.3.2 The classifications of Business Manager are independent from each other.

4.3.3 There is no automatic progression from the BM 1 classification to the BM 2 classification.

4.4 Classification Descriptors

4.4.1 School Administrative Manager - is responsible for the efficient management of school financial and administrative systems and the supervision and training of school administration officers. Managing the provision of support for school activities and routines, including student welfare and wellbeing, and works with the school principal, school executive and teaching staff as required.

4.4.2 School Administrative Officer - provides administrative, financial, student welfare/wellbeing support and assistance in relation to office and classroom activities, including but not limited to the following school settings: the office, sick bay, library, science laboratory, and food technology/kitchen areas.

4.4.3 School Learning Support Officer - provides support for students with identified diverse needs including disability in classrooms and other learning environments under the direction and supervision of a teacher to support the achievement of educational outcomes. This support includes student welfare, health and wellbeing activities as required. In addition, School Learning Support Officers may provide specific support for students in the following streams or settings: pre-school, vision support, hearing support, bilingual.

4.4.4 School Learning Support Officer (Student Health Support) - provides support for students with identified diverse needs including disability in classrooms and other learning environments under the direction and supervision of a teacher to support the achievement of educational outcomes. The main focus of the School Learning Support Officer (Student Health Support) is the

performance of health support as required so that students can participate in and access education programs.

- 4.4.5 Aboriginal Education Officer - provides assistance to teachers, Aboriginal students and their families to support improved learning, welfare and wellbeing outcomes for Aboriginal students.
- 4.4.6 Business Manager - works with the school principal and school executive to manage school operational needs including but not limited to administration, asset management, procurement, finance and health and safety.
- 4.5 School Administrative and Support Staff who commence employment with the Department will commence at the relevant classification level in accordance with this clause as follows:
- 4.5.1 School Learning Support Officers and School Learning Support Officers (Vision Support, Hearing Support, Bilingual) will commence at the SLSO 1 classification level;
- 4.5.2 School Learning Support Officers (Pre-School) will commence at the SLSO PS 1 classification level;
- 4.5.3 School Learning Support Officers (Student Health Support) will commence at the SLSO SHS classification level;
- 4.5.6 Aboriginal Education Officers will commence at the AEO 1 classification level;
- 4.5.7 Business Managers 1 will commence at the BM 1.1 classification level; and
- 4.5.8 Business Managers 2 will commence at the BM 2.1 classification level.

5. Rates of Pay and Allowances

- 5.1 The rates of pay are paid to classifications of School Administrative and Support Staff in accordance with this clause and Schedule 1 of Part B.
- 5.2 The rates of pay and allowances for all School Administrative and Support Staff are set out in Schedule 1 and Table 1 of Schedule 2 apply for the duration of this award and includes an increase of 2.53% from the first pay period commencing on or after 15 July 2022.
- 5.3 The hourly rates of pay for permanent employees set out in Schedule 1 of Part B provide for 26 equal pays over the period of a year as follows:

$$\frac{\text{Hourly rate}}{26} \times \frac{\text{weekly hours of work}}{26} \times \frac{52.17857}{26}$$

- 5.4 Long term temporary employees will be paid the same rate of pay during school vacation as during school terms.
- 5.5 Permanent and long term temporary employees' extended leave and maternity leave will be paid at the hourly rate of pay specified in Schedule 1 multiplied by 1.058.
- 5.6 Permanent and long term temporary employees' overtime as provided at subclause 20.1 rates, of clause 20, Overtime, will be paid at the hourly rate of pay specified in schedule 1 multiplied by 1.058.
- 5.7 A short-term temporary employee's hourly rate of pay is determined by multiplying the hourly rate of pay of a permanent employee by 1.15. This loaded hourly rate of pay incorporates a payment in lieu of a recreation leave entitlement.
- 5.8 Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
- 5.8.1 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 the Department's convenience; and
- (iii) casual employees, subject to the Department's convenience, and limited to salary sacrifice to superannuation in accordance with 5.8.7.

5.8.2 For the purposes of this clause:

- (i) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 5, Rates of Pay and Allowances, 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 payments, child support payments, and judgement debtor/garnishee orders.

5.8.3 By mutual agreement with the Department, 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 Department; and
- (ii) an amount equal to the difference between the employee's salary, and the amount specified by the Department for the benefit provided to or in respect of the employee in accordance with such agreement.

5.8.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

5.8.5 The agreement will be known as a Salary Packaging Agreement.

5.8.6 Except in accordance with 5.8.7, a Salary Packaging Agreement must be recorded in writing and must be for a period of time as mutually agreed between the employee and the Department at the time of signing the Salary Packaging Agreement.

5.8.7 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 employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- (iii) subject to the Department's agreement, paid into another complying superannuation fund.

5.8.8 Where the employee makes an election to salary sacrifice, the employer must pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.

5.8.9 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 employee's Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 5.8.10 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 5.8.9 of this clause, the employee's Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 5.8.11 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, must be calculated by reference to the rate of pay which would have applied to the employee under clause 5, Rates of Pay and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 5.8.12 The Department may vary the range and type of benefits available from time to time following discussion with the Association. Such variations apply to any existing or future Salary Packaging Agreement from date of such variation.
- 5.8.13 The Department will determine from time to time the value of the benefits provided following discussion with the Association. Such variations 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.
- 5.9 Allowances for First Aid, Administration of Medications and Health Support
- 5.9.1 A first aid allowance as set out in Table 1 of Schedule 2, Part B is payable to approved employees holding a current St John Ambulance First Aid Certificate or its equivalent for undertaking first-aid duties in accordance with the employee's statement of duties.
- 5.9.2 An administration of medications allowance as set out in Table 1 of Schedule 2, Part B is payable to employees required to administer medications upon completion of appropriate training. The allowance is paid only on days worked.
- 5.9.3 A health support allowance as set out in Table 1 of Schedule 2, Part B is payable to School Learning Support Officers (upon completion of appropriate training) who perform health support for students as identified and approved by the Principal. The allowance is paid only on days worked:
- (i) to permanent or long term temporary employees per occasion for periods of up to 4 consecutive days;
 - (ii) to short term temporary employees as necessary; and

- (iii) to permanent or long term temporary employees who work on an occasion that extends beyond 4 consecutive days, and who are not eligible for payment of the higher duties allowance pursuant to clause 13 of this award.

Note: permanent or long term temporary employees who work beyond 4 consecutive days and are eligible for payment of the higher duties allowance under clause 13 of this award will be paid pursuant to that clause in lieu of this allowance.

5.9.4 For the purposes of clause 5.9.3, an SLSO may only provide health support for students:

- (i) to relieve for an SLSO(SHS); or
- (ii) to relieve for an absent SLSO(SHS).

5.10 Other Allowances

5.10.1 Other allowances provided for under this award are listed in Table 2 of Schedule 2, Part B.

5.10.2 Allowances listed in Table 2 of Schedule 2, Part B and the relevant cities and centres are adjusted in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or successor award, or as approved from time to time by the Secretary of the Department of Premier and Cabinet.

6. Vacation Pay

- (i) When a permanent or long term temporary employee is not required to work during a school vacation, the permanent or long term temporary employee is paid during the vacation for the number of days calculated using the following formula:

$$N = \frac{C}{T} \times S$$

Where:

"N" is the number of paid vacation days the employee has accrued for a vacation

"S" is the number of days of service during the preceding school term;

"T" is the number of term days during the school year in the Eastern and Western Vacation Division as appropriate; and

"C" is the number of student vacation days in the Eastern or Western Vacation Division as appropriate.

- (ii) Where at the commencement of a vacation, a SAS staff member has an accrued entitlement in excess of the length of that student vacation, the SAS staff member is paid only for the period of the student vacation. The accrued entitlement in excess of the length of the student vacation is carried over for payment in the term 4 vacation.
- (iii) Periods of paid leave count as worked days.

7. Incremental Progression

7.1 The payment of increments, where applicable, under the rates of pay prescribed in Schedule 1 of Part B is subject to approval by the Secretary's delegate.

7.2 Subject to satisfactory performance, permanent and temporary School Learning Support Officers and School Learning Support Officers (Vision Support, Hearing Support, and Bilingual), School Learning

Support Officers (Pre-School), and Aboriginal Education Officers, may progress along the relevant incremental rate of pay scale as follows:

- 7.2.1 Permanent employees, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
- 7.2.2 Temporary employees continuously employed, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
- 7.3 Subject to satisfactory performance, permanent and temporary Business Managers (BM1) may progress along the BM 1 incremental rate of pay scales as follows:
 - 7.3.1 Permanent employees, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
 - 7.3.2 Temporary employees continuously employed, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
- 7.4 Subject to satisfactory performance, permanent and temporary Business Managers (BM2) may progress along the BM 2 incremental rate of pay scales as follows:
 - 7.4.1 Permanent employees, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
 - 7.4.2 Temporary employees continuously employed, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.

8. Hours

- 8.1 The normal hours of work for full-time employees are 31 hours and 15 minutes per week between 7.30 am and 6.00 pm on school days, provided that:
 - 8.1.1 School Administrative Managers work 33 hours 20 minutes per week;
 - 8.1.2 former Library Clerical Assistants covered by the 1988 agreement may continue to work 36 hours 15 minutes per week.
 - 8.1.3 Business Managers work 35 hours per week.
- 8.2 Starting and finishing times of employees are determined by the principal to suit the needs of the school and in accordance with the span of hours in clause 8.1 following discussions with an employee or employees.
- 8.3 Normal hours of work must be structured to avoid broken periods of duty, i.e. there must be no split shifts.
- 8.4 The actual hours worked by an employee in any week may, by agreement between the principal and the employee, be averaged over periods of up to 10 weeks between the hours of 7.30 am and 6.00 pm; provided that the total hours worked in a 10 week must not exceed:
 - 8.4.1 312 hours 30 minutes for employees working 31 hours 15 minutes per week; or
 - 8.4.2 333 hours 20 minutes for employees working 33 hours 20 minutes per week; or
 - 8.4.3 350 hours for full-time employees working 35 hours per week; or

8.4.4 362 hours 30 minutes for full-time employees working 36 hours 15 minutes per week.

The pattern of hours worked by an employee under such an arrangement must be approved by the principal taking into account the needs of the school.

8.5 The provisions of the Department's Flexible Working Hours Agreement 2019 and any successor agreements do not apply to employees covered under this award.

8.6 Averaging of hours arrangements are not available to School Learning Support Officer classifications as these roles work directly with students in the classroom.

8.7 Additional Hours

8.7.1 School Administrative and Support Staff (excluding Business Managers) are entitled to be paid for additional hours as required at the direction of the principal or their delegate. The working of such additional hours must be as directed by the principal or their delegate.

8.7.2 Full-time permanent and long term temporary members of the school administrative and support staff, can work additional hours above their normal hours of work of 6 hours 15 minutes for School Administrative Officers, School Learning Support Officers, Aboriginal Education Officers and 6 hours 40 minutes for School Administrative Managers up to 7 hours per day.

8.7.3 For part time permanent and long term temporary members of school administrative and support staff, hours worked up to 6 hours 15 minutes for School Administrative Officers, School Learning Support Officers, Aboriginal Education Officers and 6 hours 40 minutes for School Administrative Managers are remunerated at the standard rate of pay and accrue vacation pay as per subclause 5.4.

8.7.4 The rate of payment for additional hours worked beyond 6 hours 15 minutes for School Administrative Officers, School Learning Support Officers, Aboriginal Education Officers and 6 hours 40 minutes for School Administrative Managers for up to 7 hours per day will be calculated by applying a loading of 15% to the standard hourly rate and will not accrue any vacation or leave entitlements.

9. Meal Breaks

9.1 Employees who work not less than four hours per day are entitled to an unpaid lunch break of not less than 30 minutes each day.

9.2 Employees who work more than two hours from the commencement of the school day are entitled to a paid morning tea break of 10 minutes each day.

9.3 To meet the needs of the school, the principal may vary the time at which the lunch and morning tea breaks are taken and may stagger lunch breaks.

10. Lactation Breaks

10.1 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.

10.2 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.

10.3 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.

10.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their supervisor provided the total lactation break time entitlement is not exceeded. When giving

consideration to any such requests for a flexibility, a supervisor needs to balance the operational requirements of the organisation with the lactating needs of the employee.

- 10.5 The Department must provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 10.6 Other suitable facilities, such as refrigeration and a sink, must be provided where practicable. Where it is not practicable to provide these facilities, discussions between the supervisor and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 10.7 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.
- 10.8 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 subclause 17.9, Sick Leave, of this award or where applicable, through the operation of the provisions of subclause 8.4 of this award.

11. Appointments

- 11.1 The appointment procedures in place as at the date of the making of this award will continue for a period of up to 12 months from the date of the making of this award.
- 11.2 The Department will consult with the Association on the development and implementation of the new appointment and employment procedures.
- 11.3 The new appointment and employment procedures developed in accordance with subclause 11.2 will commence after the expiration of the period referred to in subclause 11.1.

12. Training and Development

- 12.1 The Department and the Association confirm a commitment to training and development for all employees. Employees recognise their obligation to maintain and update their skills. The Department recognises its obligation to provide employees with opportunities to maintain and update their skills.
- 12.2 Employees will be provided with opportunities for training and development so that they will form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing high quality service.
- 12.3 Training and development will be based on:
 - 12.3.1 identified capabilities in accordance with the NSW Public Sector Capability Framework;
 - 12.3.2 a focus on both current and future job needs and career path planning; and
 - 12.3.3 recognition of each person's prior learning and building on this through the acquisition of new competencies.
- 12.4 Employees attending approved training and development activities during the hours of 7.30 am to 6.00 pm on a school day are regarded as being on duty.
- 12.5 Approved training and development activities will be conducted, wherever possible, during the hours of 7.30 am to 6.00 pm on a school day. When employees attend departmentally approved training activities conducted outside these hours, they are eligible to be paid overtime in accordance with provisions contained in clause 20, Overtime.

- 12.6 Employees are entitled to reimbursement of any actual necessary expenses regarding travel, meals and accommodation incurred in attending training and development activities.

13. Higher Duties Allowance

- 13.1 A permanent or long-term temporary employee who is directed to carry out a period of relief in a higher position for a period of five consecutive days or more must be paid a higher duties allowance subject to:
- 13.1.1 satisfactory performance of the whole of the duties and assuming the whole of the responsibilities which would ordinarily be performed and assumed by the employee appointed to that position; and
 - 13.1.2 the allowance paid will be the difference between the present rate of pay of the employee and the rate of pay to which they would have been entitled if appointed to that position; or
 - 13.1.3 where the employee does not assume the whole of the duties and responsibilities of the position, the amount of any allowance will be determined by the principal as a proportion of the duties and responsibilities which are satisfactorily undertaken.
- 13.2 Employees who have relieved continuously for 12 calendar months or more, inclusive of school vacation periods, in the same higher-graded position are eligible for the payment of higher duties allowance for any leave which is taken during the ongoing period of relief.

14. Performance Management

- 14.1 The objective of performance management is to enhance the performance of the Department and to support the career development and aspirations of employees. All employees need to understand the role, accountabilities and performance standards that are expected of them. All employees are entitled to feedback and constructive support to improve performance.

15. Alternate Work Organisation

- 15.1 The Department and the Association agree to facilitate flexible work organisation in schools as follows:
- 15.1.1 The principal or employees in a school or other workplace may seek to vary its organisation in order to improve service to students and/or to improve employees' working arrangements, provided that:
 - (i) the proposal can be implemented within the school's current overall staffing entitlement or funded from the school's budget allocation;
 - (ii) consultation is undertaken with staff in accordance with the provisions of clause 26, Consultation of this award;
 - (iii) consultation with, parents, and relevant community groups is undertaken where appropriate; and
 - (iv) consideration is given to equity and gender and family issues involved in the proposal.

16. Dispute and Grievance Resolution Procedures

- 16.1 Subject to the provisions of the *Industrial Relations Act 1996*, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures apply:
- 16.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Association workplace representative will raise the dispute, question or difficulty with the principal/supervisor as soon as practicable.

- 16.1.2 The principal/supervisor will discuss the matter with the employee and/or Association representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 16.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Association may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 16.1.4 Where the procedures in paragraph 16.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Executive Director of Employee Relations of the Department and the General Secretary of the Association. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 16.1.5 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

17. Leave

17.1 Adoption, Maternity and Parental Leave

- 17.1.1 Maternity leave applies to an employee who is pregnant and, subject to this clause the employee is entitled to be granted maternity leave as follows:
- (i) For a period up to 9 weeks prior to the expected date of birth; and
 - (ii) For a further period of up to 12 months after the actual date of birth.
 - (iii) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 17.1.2 Adoption leave applies to an employee adopting a child and who will be the primary care giver, the employee is entitled to be granted adoption leave as follows:
- (i) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (ii) For such period, not exceeding 12 months on a full-time basis, as the Secretary may determine, if the child has commenced school at the date of the taking of custody.
 - (iii) An employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave or family and community service leave, or organised through hours averaging provisions if applicable.
- 17.1.3 Parental leave applies to male and female staff to look after his/her child or children where maternity or adoption leave does not apply. Parental leave applies for a period not exceeding 12 months. Parental leave may commence 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 or at any time up to 2 years from that date.
- 17.1.4 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of 14 weeks, an employee entitled to parental leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:

- (i) Applied for maternity, adoption or parental leave within the time and in the manner determined set out in paragraph 17.1.9 of this clause; and
 - (ii) Prior to the commencement of maternity, adoption or parental leave, completed not less than 40 weeks' continuous service.
 - (iii) Payment for the maternity, adoption or parental leave may be made as follows:
 - (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.
- 17.1.5 Payment for maternity, adoption or parental leave is at the rate applicable when the leave is taken. An employee holding a full-time position who is on part time leave without pay when they start leave is paid:
- (i) at the full-time rate if they began part time leave 40 weeks or less before starting maternity, adoption or parental leave;
 - (ii) at the part time rate if they began part time leave more than 40 weeks before starting maternity, adoption or parental leave and have not changed their part time work arrangements for the 40 weeks;
 - (iii) 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.
- 17.1.6 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:
- (i) at the rate (full-time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - (iii) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 17.1.7 Except as provided in paragraphs 17.1.4, 17.1.5 and 17.1.6 of this clause, maternity, adoption or parental leave is granted without pay.
- 17.1.8 Right to request
- (i) An employee who has been granted maternity, adoption or parental leave in accordance with paragraphs 17.1.1, 17.1.2 or 17.1.3 may make a request to the Secretary to:
 - (a) extend the period of simultaneous unpaid leave use up to a maximum of eight weeks in cases where partners wish to take maternity/adoption leave and parental leave;
 - (b) extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;

- (c) return from a period of full time maternity, adoption or parental leave on a part time basis until the child reaches school age (Note: returning to work from maternity, adoption or 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.

- (ii) The Secretary 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 Secretary's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

17.1.9 Notification Requirements

- (i) When the Secretary is made aware that an employee or their spouse is pregnant or adopting a child the Secretary must inform the employee of their entitlements and their obligations under the Award.
- (ii) An employee who wishes to take maternity, adoption or parental leave must notify the Secretary in writing at least 8 weeks (or as soon as practicable) before the expected commencement of maternity, adoption or parental leave:
 - (a) that she/he intends to take maternity, adoption or parental leave, and
 - (b) the expected date of birth or the expected date of placement, and
 - (c) if she/he is likely to make a request under paragraph 17.1.8.
- (iii) At least 4 weeks before an employee's expected date of commencing maternity, adoption or parental leave they must advise:
 - (a) the date on which the maternity, adoption or parental leave is intended to start, and
 - (b) the period of leave to be taken.
- (iv) Employee's request and the Secretary's decision to be in writing.

The employee's request and the Secretary's decision made under 17.1.9(i) and 17.1.9(ii) must be recorded in writing.
- (v) An employee intending to request to return from maternity, adoption or parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Secretary in writing as soon as practicable and preferably before beginning maternity, adoption or 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 Secretary agrees.
- (vi) An employee on maternity leave is to notify the Secretary of the date on which she gave birth as soon as she can conveniently do so.
- (vii) An employee must notify the Secretary as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- (viii) An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Secretary and any number of times with the consent of the Secretary. In each case she/he must give the Secretary at least 14 days notice of the change unless the Secretary decides otherwise.

- 17.1.10 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with paragraph 17.1.8, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 17.1.11 If the position occupied by the employee immediately prior to the taking of maternity, adoption or parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee must be appointed to a position of the same grade and classification as the employee's former position.
- 17.1.12 An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid maternity, adoption or 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 Secretary) must be given.
- 17.1.13 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.
- 17.1.14 An employee may elect to take available recreation leave or extended leave within the period of maternity, adoption or parental leave provided this does not extend the total period of such leave.
- 17.1.15 An employee may elect to take available recreation leave at half pay in conjunction with maternity, adoption or parental leave subject to:
- (i) accrued recreation leave at the date leave commences is exhausted within the period of maternity, adoption or parental leave
 - (ii) the total period of maternity, adoption or parental leave, is not extended by the taking of recreation leave at half pay
 - (iii) when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay is 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.
- 17.1.16 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Secretary should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 17.1.17 If such adjustments cannot reasonably be made, the Secretary 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.
- 17.1.18 Communication during maternity, adoption or parental leave
- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the Secretary must take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.
- (ii) The employee must take reasonable steps to inform the Secretary about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or 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 must also notify the Secretary of changes of address or other contact details which might affect the Secretary's capacity to comply with subparagraph 17.1.18(i).

17.2 Annual Leave Loading

- 17.2.1 A permanent or long-term temporary employee is entitled to payment of an annual leave loading of 17½ per cent on the monetary value of up to four weeks' recreation leave accrued in a leave year, subject to the provisions set out in paragraphs 17.2.2 to 17.2.7 of this subclause.
- 17.2.2 For the calculation of the annual leave loading, the leave year commences on 1 December each year and ends on 30 November of the following year.
- 17.2.3 In the case of a permanent or long-term temporary employee with less than twelve months service as at 30 November, entitlement is calculated on a pro rata basis.
- 17.2.4 Where additional leave is accrued by a permanent or long-term temporary employee stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading will continue to be paid on a maximum of four weeks' leave.
- 17.2.5 Payment of the annual leave loading is made on the recreation leave accrued during the previous leave year.
- 17.2.6 Except in cases of voluntary redundancy proportionate leave loading is not payable on cessation of employment.
- 17.2.7 Payment occurs in the next pay period ending on or after 1 December.

17.3 Extended Leave

- 17.3.1 A permanent or long-term employee is entitled to extended leave of 44 working days on full pay after completing 10 years of service and a further 11 working days for each completed year of service after 10 years.
- 17.3.2 Payment for extended leave for permanent employees is calculated using the hourly rates designated in Schedule 1 multiplied by a factor of 1.058.
- 17.3.3 Part-time permanent and long-term temporary employees receive a pro rata proportion of the full-time entitlement.
- 17.3.4 Permanent and long term temporary employees with 7 years or more service are entitled to take (or be paid out on resignation) extended leave. The amount of leave available is that which would have applied if pro rata leave was granted.

17.3.5 Public holidays that fall whilst a permanent or long term temporary employee is on a period of extended leave are paid and not debited from an employee's leave entitlement.

17.3.6 Permanent and long term temporary employees with an entitlement to extended leave may elect to take leave at double pay.

17.4 Family and Community Service Leave

17.4.1 The Secretary must grant to a permanent or long term temporary 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 17.4.2 of this subclause. The Secretary may also grant leave for the purposes in paragraph 17.4.3 of this subclause. Non-emergency appointments or duties must be scheduled or performed outside of normal working hours or through approved use of appropriate leave.

17.4.2 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 staff member'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 a staff members property and/or prevents a staff member 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 childcare providers;
- (v) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Secretary considers the granting of family and community service leave to be appropriate in a particular case.

17.4.3 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 staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- (ii) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.

17.4.4 Family and community service leave accrues as follows:

- (i) two and a half days in the staff members first year of service;
- (ii) two and a half days in the staff members second year of service; and
- (iii) one day per year thereafter.

17.4.5 If available family and community service leave is exhausted as a result of natural disasters, the Secretary must consider applications for additional family and community

service leave, if some other emergency arises. On the death of a person defined in paragraph 17.7.3 of this clause, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to a permanent or long-term temporary employee

- 17.4.6 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subclause 17.7 of this clause must be granted when paid family and community service leave has been exhausted or is unavailable.

17.5 Leave Without Pay

- 17.5.1 The Secretary may grant leave without pay to a permanent or long-term temporary employee if good and sufficient reason is shown.

- 17.5.2 Leave without pay may be granted on a full-time or a part-time basis.

- 17.5.3 For leave up to and including a period of 12 months, a permanent employee has a right of return to the same school at their same classification. For periods in excess of 12 months and up to and including three years, a permanent employee has a right of return to the nearest suitable vacancy to their previous school.

- 17.5.4 Leave without pay may be granted to long-term temporary employees, provided it does not extend beyond the end of the school year in which it is taken.

- 17.5.5 Where a permanent or long-term temporary employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee must be paid for any proclaimed public holidays falling during such leave without pay.

- 17.5.6 Where a permanent or long-term temporary employee is granted leave without pay which, when aggregated, does not exceed five working days in a period of 12 months, such leave counts as service for incremental progression and accrual of recreation leave.

- 17.5.7 A permanent or long-term temporary employee who has been granted leave without pay must not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Secretary.

- 17.5.8 A permanent or long-term temporary employee is not required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave must be taken before leave without pay.

- 17.5.9 A permanent appointment may be made to the employee's position if:

- (i) the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
- (ii) the employee is advised of the Secretary's proposal to permanently backfill their position; and
- (iii) the employee is given a reasonable opportunity to end the leave without pay and return to their position; and
- (iv) the Secretary advised the employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.

- 17.5.10 The position cannot be filled permanently unless the above criteria are satisfied.

- 17.5.11 The employee does not cease to be employed by the Secretary if their position is permanently backfilled.
- 17.5.12 Paragraph 17.5.9 of this subclause does not apply to full time unpaid parental leave granted in accordance with subclause 17.1 Adoption, Maternity and Parental Leave or to military leave.

17.6 Military Leave

- 17.6.1 During the period of 12 months commencing on 1 July each year, the Secretary may grant to a permanent or long-term temporary employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the employee's unit.
- 17.6.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.
- 17.6.3 Up to 24 working days' military leave per financial year may be granted by the Secretary to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in paragraph 17.6.1 of this subclause.
- 17.6.4 The Secretary may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 17.6.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 17.6.3 of this subclause may be granted Military Leave Top Up Pay by the Secretary.
- 17.6.6 Military Leave Top Up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 17.6.7 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.
- 17.6.8 At the expiration of military leave, the employee must furnish to the principal a certificate of attendance signed by the commanding officer or other responsible officer.

17.7 Personal Carers Leave

Use of Sick Leave to Care for a Family Member

Where family and community service leave provided for in subclause 17.4 of this clause is exhausted or unavailable, a permanent or long-term temporary employee with responsibilities in relation to a category of person set out in paragraph 17.7.3 of this subclause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.

- 17.7.1 The sick leave is initially taken from the sick leave accumulated over the previous three years. In special circumstances, the Secretary may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 17.7.2 If required by the Secretary to establish the illness of the person concerned, the employee must provide evidence consistent with paragraph 17.10.1 of this clause.

- 17.7.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), 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
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household where, for the purposes of this definition:

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

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

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

Use of recreation leave to care for a family member

- 17.7.4 A permanent or long term temporary employee may elect, with the consent of the Secretary, to take recreation leave not exceeding 10 days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- 17.7.5 A permanent or long term temporary employee may elect, with the consent of the Secretary, to take recreation leave at any time within a period of 24 months from the date at which it falls due.

17.8 Recreation Leave

- 17.8.1 Full-time permanent and long-term temporary employees accrue 20 days' recreation leave per year. Full-time permanent and long-term temporary employees in the central and western divisions of New South Wales accrue 25 days' recreation leave per year.
- 17.8.2 Part-time permanent and long-term temporary employees receive a pro rata proportion of the full-time entitlement.
- 17.8.3 Recreation leave for permanent or long-term temporary employees is paid during the initial four weeks (five weeks central and western divisions) of the summer school holidays (excluding public holidays).

17.9 Sick Leave

- 17.9.1 If the Secretary is satisfied that a permanent or long-term temporary employee is unable to perform duty because of the employee's illness or the illness of a member of their family, the Secretary:

- (i) must grant to the employee sick leave on full pay; and
 - (ii) may grant to the employee sick leave without pay if the absence exceeds the entitlement of the employee under this award to sick leave on full pay.
- 17.9.2 Payment for sick leave is subject to the employee:
- (i) informing their principal as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and
 - (ii) providing evidence of illness as soon as practicable if required by subclause 17.10 of this clause.
- 17.9.3 The Secretary may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.
- 17.9.4 The Secretary may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:
- (i) is unable to carry out their duties without distress; or
 - (ii) risks further impairment of their health by reporting for duty; or
 - (iii) is a risk to the health, wellbeing or safety of other employees, Departmental clients or members of the public.
- 17.9.5 Entitlements. An employee appointed from the date of the commencement of this award variation will immediately commence accruing sick leave in accordance with this clause. Employees at the time of this award variation will accrue sick leave in accordance with this clause from the beginning of the 2011 school year.
- (i) At the commencement of employment with the Department, a full-time employee is granted an accrual of five days sick leave.
 - (ii) After the first four months of employment, the employee accrues sick leave at the rate of ten working days per year for the balance of the first year of service.
 - (iii) After the first year of service, the employee accrues sick leave day to day at the rate of 15 working days per year of service.
 - (iv) All continuous service as a permanent or long-term temporary employee is taken into account for the purpose of calculating sick leave due. Where the service is not continuous, previous periods of service are taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - (v) Sick leave without pay counts as service for the accrual of recreation leave and paid sick leave.
 - (vi) When determining the amount of sick leave accrued, sick leave granted on less than full pay is converted to its full pay equivalent.
- 17.9.6 Paid sick leave which may be granted to a permanent and long-term temporary employee in the first three months of service is limited to five days' paid sick leave, unless the Secretary approves otherwise. Paid sick leave in excess of five days granted in the first three months of service must be supported by a satisfactory medical certificate.
- 17.9.7 No paid sick leave is to be granted to short-term temporary employees.

17.10 Sick Leave - Requirements for Medical Certificate

- 17.10.1 A permanent or long-term temporary employee absent from duty for more than two consecutive working days because of illness must furnish evidence of illness to the Secretary in respect of the absence.
- 17.10.2 In addition to the requirements under paragraph 17.9.2, an employee may absent themselves for a total of five working days due to illness without the provision of evidence of illness to the Secretary. Employees who absent themselves in excess of five working days in a calendar year may be required to furnish evidence of illness to the Secretary for each occasion absent for the balance of the calendar year.
- 17.10.3 As a general practice, backdated medical certificates will not be accepted. However, if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Secretary is satisfied that the reason for the absence is genuine.
- 17.10.4 If an employee is required to provide evidence of illness for an absence of two consecutive working days or less, the Secretary will advise them in advance.
- 17.10.5 If the Secretary is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to the Department's nominated medical assessor for advice.
- (i) The type of leave granted to the employee will be determined by the Secretary based on the advice of the Government or other approved medical assessor.
 - (ii) If sick leave is not granted, the Secretary will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.
- 17.10.6 The granting of paid sick leave is subject to the employee providing evidence which indicates the nature of the illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their principal they may elect to have the application for sick leave dealt with confidentially by an alternate supervisor or the human resources section of the Department.
- 17.10.7 The reference in this subclause to evidence of illness applies, as appropriate:
- (i) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Secretary's discretion, another registered health services provider; or
 - (ii) where the absence exceeds one week and, unless the health provider listed in (i) above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner; or
 - (iii) at the Secretary's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 17.10.8 If a permanent or long-term temporary employee who is absent on recreation or extended leave furnishes to the Secretary a satisfactory medical certificate in respect of an illness which occurred during the leave, the Secretary may grant sick leave to the employee if the period set out in the medical certificate is five working days or more.
- 17.10.9 Paragraph 17.10.7 of this subclause applies to all permanent or long-term temporary employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

17.11 Sick Leave - Workers Compensation

- 17.11.1 Pending the determination of an employee's workers compensation claim and on production of an acceptable medical certificate, the Secretary must grant sick leave on full pay for which the employee is eligible, followed, if necessary, by sick leave without pay or, at the employee's election, by accrued recreation leave or extended leave.
- 17.11.2 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim must be restored to the credit of the employee.
- 17.11.3 A permanent or long-term temporary employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the employee's ordinary rate of pay. Sick leave utilised in this way is debited against the employee.
- 17.11.4 Before approving the use of sick leave in this subclause, the Department must be satisfied that the staff member is complying with the obligations imposed by the *Workplace Injury Management and Workers Compensation Act 1998* which requires that the staff member must:
- (i) participate and cooperate in the establishment of the required injury management plan for the staff member;
 - (ii) comply with obligations imposed on the staff member by or under the injury management plan established for the staff member;
 - (iii) when requested to do so, nominate as their treating doctor for the purposes of the injury management plan a medical practitioner who is prepared to participate in the development of, and in the arrangements under, the plan;
 - (iv) authorise the nominated treating doctor to provide relevant information to the insurer or the Department for the purposes of the injury management plan; and
 - (v) make all reasonable efforts to return to work as soon as possible, having regard to the nature of the injury.
- 17.11.5 If an employee notifies the Secretary that he or she does not intend to make a claim for any such compensation, the Secretary must consider the reasons for the employee's decision and determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 17.11.6 A permanent or long-term temporary employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee must not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- 17.11.7 If the Secretary provides the permanent or long-term temporary employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and, without good reason, the employee fails, to resume or perform such duties, the employee will be ineligible for all payments in accordance with this clause from the date of the refusal or failure.

17.12 Sick Leave - other than Workers Compensation

- 17.12.1 If the circumstances of any injury to or illness of a permanent or long-term temporary employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:
- (i) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Department to the employee; and
 - (ii) in the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Department the monetary value of any such period of sick leave.
- 17.12.2 Sick leave on full pay must not be granted to a permanent or long-term temporary employee who refuses or fails to complete an undertaking, except in cases where the Secretary is satisfied that the refusal or failure is unavoidable.
- 17.12.3 On repayment to the Department of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay must be restored to the credit of the employee.

17.13 Study Assistance

- 17.13.1 The Secretary has the power to grant or refuse study time.
- 17.13.2 Where the Secretary approves the grant of study time, the grant is subject to:
- (i) The course being a course relevant to the Department and/or the public service; and
 - (ii) The time being taken at the convenience of the Department.
- 17.13.3 Study assistance of up to three hours per week may be granted on full pay to permanent or long-term temporary employees who are studying on a part-time basis.
- 17.13.4 Approval of study assistance will be at Departmental convenience. Study assistance may be used for:
- (i) attending compulsory lectures or tutorials, where these are held during working hours; and/or
 - (ii) necessary travel outside working hours to attend lectures, tutorials, etc., held during or outside working hours; and/or
 - (iii) private study for an approved course.
- 17.13.5 Subject to the convenience of the school or centre, permanent or long-term temporary employees may choose to accumulate part or all of their hours of study assistance to attend compulsory field days or residential schools.
- 17.13.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Department.
- 17.13.7 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.

- 17.13.8 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 17.13.9 Where an employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 17.13.10 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 17.13.11 Correspondence Courses - Study time for employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 17.13.12 Repeated subjects - Study time will not be granted for repeated subjects.
- 17.13.13 Expendable grant - Study time if not taken at the nominated time is forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 17.13.14 Examination Leave - Examination leave is granted as special leave for all courses of study approved in accordance with this clause.
- 17.13.15 The period granted as examination leave includes:
- (i) Time actually involved in the examination;
 - (ii) Necessary travelling time, in addition to examination leave,
- but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- 17.13.16 The examination leave is to be granted for deferred examinations and in respect of repeat studies.
- 17.13.17 Study Leave - Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 17.13.18 All employees are eligible to apply and no prior service requirements are necessary.
- 17.13.19 Study leave is to be granted without pay, except where the Secretary approves financial assistance. The extent of financial assistance to be provided will be determined by the Secretary according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 17.13.20 Where financial assistance is approved by the Secretary for all or part of the study leave period, the period counts as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.
- 17.13.21 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the Department may choose to identify courses or educational programmes of particular relevance or value and establish a Departmental scholarship to

encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

17.14 Special Leave

17.14.1 Jury Service

- (i) A permanent or long-term temporary employee must, as soon as possible, notify the Secretary of the details of any jury summons served on the employee.
- (ii) A permanent or long-term temporary employee who, during any period when required to be on duty, attends a court in answer to a jury summons must, upon return to duty after discharge from jury service, furnish to the Secretary a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee during any such period and the details of any payment or payments made to the employee under section 72 of the *Jury Act 1977* in respect of any such period.
- (iii) When a certificate of attendance on jury service is received in respect of any period during which a permanent or long-term temporary employee was required to be on duty, the Secretary must grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Secretary must grant, at the sole election of the employee, available recreation leave on full pay or leave without pay.

17.14.2 Witness at Court - Official Capacity

When a permanent or long-term temporary employee is subpoenaed or called as a witness in an official capacity, the employee is regarded as being on duty.

Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at Court as a witness in an official capacity are paid by the Department.

17.14.3 Witness at Court - Other than in Official Capacity - Crown Witness

A permanent or long-term temporary employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) must:

- (i) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (ii) pay into the Treasury of the State of New South Wales all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

17.14.4 Called as a Witness in a Private Capacity

A permanent or long-term temporary employee who is subpoenaed or called as a witness in a private capacity must, for the whole of the period necessary to attend as such a witness, be granted at the employee's election, leave without pay.

17.14.5 Examinations

Special leave on full pay up to a maximum of five days in any one year will be granted to permanent or long-term temporary employees for the purpose of attending at any examination approved by the Secretary.

Special leave granted to attend examinations includes leave for any necessary travel to or from the place at which the examination is held.

17.14.6 Association Activities

Special leave on full pay may be granted to permanent or long-term temporary employees who are accredited trade union delegates to undertake approved trade union activities as specified below:

- (i) annual or biennial conferences of the Association;
- (ii) meetings of the Association's Executive, Committee of Management or Council;
- (iii) annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (iv) attendance at meetings called by the Unions NSW involving a public sector trade union which requires attendance of a delegate;
- (v) attendance at meetings called by the Department as and when required;
- (vi) giving evidence before an industrial tribunal as a witness for the Association;
- (vii) reasonable travelling time to and from conferences or meetings to which the provisions of this subclause apply.

17.14.7 Training Courses

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

- (i) Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members.
- (ii) Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of two years applies to this training and is subject to:
 - (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (b) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;
 - (c) all travelling and associated expenses being met by the employee or the association;
 - (d) attendance being confirmed in writing by the Association or a nominated training provider.

17.14.8 Return Home when Temporarily Living Away from Home

Sufficient special leave must be granted to a permanent or long-term temporary employee who is temporarily living away from home as a result of work requirements to return home once each month to enable such employees to spend two days and two nights with their family. If the employee wishes to return home more often, they may be granted extended leave or leave without pay, if the operational requirements allow.

- 17.14.9 Return Home when Transferred to New Location
- Special leave must be granted to a permanent or long-term temporary employee who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award or successor instrument.
- 17.14.10 A permanent or long-term temporary employee who identifies as an Aboriginal person or a Torres Strait Islander may be granted up to one day's special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration (NAIDOC) week celebrations.
- 17.14.11 Matters arising from domestic violence situations.
- When the leave entitlements referred to in clause 18, Leave for Matters Arising from Domestic Violence, have been exhausted, the Secretary must grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.
- 17.14.12 Special Leave – Other Purposes
- Special leave on full pay may be granted to employees by the Secretary for such other purposes, subject to the conditions specified in the Non-Teaching Staff in Schools Handbook at the time the leave is taken.

17.15 Purchased Leave

- 17.15.1 An employee may apply to enter into an agreement with the Department to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- (i) Each application will be considered subject to operational requirements and personal needs and will take into account the Department's business needs and work demands.
 - (ii) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
 - (iii) The leave will count as service for all purposes.
- 17.15.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.
- (i) 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.
 - (ii) 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.
- 17.15.3 Purchased leave is subject to the following provisions:
- (i) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
 - (ii) 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.
 - (iii) Sick leave cannot be taken during a period of purchased leave.

- (iv) The purchased leave rate of pay will be the salary for all purposes including superannuation.
 - (v) 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.
 - (vi) Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 17.15.4 Specific conditions governing purchased leave may be amended from time to time by the Department in consultation with the Association. The Department may make adjustments relating to its salary administration arrangements.

18. Leave for Matters Arising from Domestic Violence

- 18.1 The definition of domestic violence is found in clause 2.9, Definitions, of this award.
- 18.2 Leave entitlements provided for in subclause 17.4, Family and Community Service Leave, 17.7, Personal Carers Leave, and 17.9, Sick Leave, may be used by an employee experiencing domestic violence.
- 18.3 Where the leave entitlements referred to in subclause 18.2 are exhausted, the Secretary must grant Special Leave as per paragraph 17.14.11.
- 18.4 The Secretary 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.
- 18.5 Personal information concerning domestic violence will be kept confidential by the agency.
- 18.6 The Secretary, 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.

19. Travelling Compensation and Excess Travelling Time

- 19.1 Travelling Compensation
- 19.1.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters must be met by the Department.
 - 19.1.2 The Secretary must require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
 - 19.1.3 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business must be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
 - 19.1.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable is the appropriate proportion of the daily rate. Any fraction of an hour must be rounded off to the nearest half-hour.
 - 19.1.5 The Department will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees must obtain prior approval when making their own arrangements for overnight accommodation.
 - 19.1.6 Subject to paragraph 19.1.14 of this clause, an employee who is required by the Secretary to work from a temporary work location must be compensated for accommodation, meal

- and incidental expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform the work.
- 19.1.7 If meals are provided by the Government at the temporary work location, the employee is not entitled to claim the meal allowance.
- 19.1.8 For the first 35 days, the payment is:
- (i) where the Department elects to pay the accommodation provider the employee receives:
 - (a) the appropriate meal allowance in accordance with Item 1 in Table 2 of Schedule 2, Part B; and
 - (b) incidentals as set out in Item 4 in Table 2 of Schedule 2, Part B; and
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
 - (ii) where the Department elects not to pay the accommodation provider the employee must elect to receive either:
 - (a) the appropriate rate of allowance specified in Item 3 in Table 2 of Schedule 2, Part B and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 3 in Table 2 of Schedule 2, Part B.
- 19.1.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Secretary that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 19.1.10 Where an employee is unable to so satisfy the Secretary, the allowance payable for part days of travel is limited to the expenses incurred during such part day travel.
- 19.1.11 After the first 35 days - If an employee is required by the Secretary to work in the same temporary work location for more than 35 days, the employee must be paid the appropriate rate of allowance as specified at Item 3 in Table 2 of Schedule 2, Part B.
- 19.1.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in paragraph 19.1.11 of this subclause, the Department could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.
- 19.1.13 The return of an employee to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location does not constitute a break in the temporary work arrangement.
- 19.1.14 This clause does not apply to employees who have initiated working at another location.
- 19.2 Excess Travelling Time
- 19.2.1 A permanent or long-term temporary employee directed by the Secretary to travel on official business outside the usual hours of duty is entitled to apply and to be compensated for such time either by:

- (i) payment calculated in accordance with the provisions contained in this subclause; or
 - (ii) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
- 19.2.2 Compensation under subparagraphs 19.2.1(i) or 19.2.1(ii) of this subclause is subject to the following conditions:
- (i) on a non-working day - all time spent travelling on official business;
 - (ii) on a working day - subject to the provisions of subclause 19.2.5 of this clause, all additional time spent travelling before or after the employee's normal hours of duty;
 - (iii) period for which compensation is being sought is more than a quarter of an hour on any one day.
- 19.2.3 No compensation for travelling time is to be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee.
- 19.2.4 Compensation for travelling time is to be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.
- 19.2.5 Compensation for excess travelling time excludes the following:
- (i) time normally taken for the periodic journey from home to headquarters and return;
 - (ii) any periods of excess travel of less than 30 minutes on any one day;
 - (iii) travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - (iv) time from 11.00 pm on one day to 7.30 am on the following day if sleeping facilities have been provided;
 - (v) travel not undertaken by the most practical available route;
 - (vi) working on board ship where meals and accommodation are provided;
 - (vii) travel overseas.
- 19.2.6 **Waiting Time**
- When a permanent or long-term temporary employee is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the normal hours of duty, such waiting time is treated and compensated in the same manner as travelling time.
- 19.2.7 **Payment**
- Payment for travelling time calculated according to paragraphs 19.2.1 and 19.2.3 of this subclause is at the employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\text{Annual salary} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

- 19.2.8 The rate of payment for travel or waiting time on a non-working day is the same as that applying to a working day.
- 19.2.9 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.
- 19.2.10 Meal Allowances
- A permanent or long-term temporary employee who is authorised by the Secretary to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation is paid the following allowances as described at Item 1 in Table 2 of Schedule 2, Part B:
- (i) breakfast when required to commence travel at or before 6.00 am and at least one hour before the prescribed starting time;
 - (ii) an evening meal when required to travel until or beyond 6.30 pm; and
 - (iii) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal headquarters at the time of taking the normal lunch break.

20. Overtime

20.1 Rates - Overtime is paid at the following rates:

- 20.1.1 Weekdays (Monday to Friday inclusive) - At the rate of time and one half for the first two hours and at the rate of double time thereafter for all directed overtime worked:
- (i) For employees, working under the hours averaging provisions of subclause 8.4 of clause 8, Hours, who are directed to work overtime after 6.00 pm on a weekday following seven hours of normal work.
 - (ii) For employees not working under the hours averaging provisions of the said subclause 8.4, who are directed to work overtime on a weekday following seven hours of normal work.
- 20.1.2 Saturday - All overtime directed to be worked on a Saturday at the rate of time and one half for the first two hours and at the rate of double time thereafter.
- 20.1.3 Sundays - All overtime directed to be worked on a Sunday at the rate of double time.
- 20.1.4 Public Holidays - All overtime directed to be worked on a public holiday at the rate of double time and one half.

20.2 If an employee is absent from duty on any working day during any week in which directed overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.

20.3 An employee who works directed overtime on a Saturday, Sunday or public holiday is paid a minimum payment as for three hours' work at the appropriate rate.

20.4 Meal Breaks and Allowances

- 20.4.1 An employee who works directed overtime is entitled to a meal break as follows:
- (i) an employee not working under the averaging of hours scheme as provided at subclause 8.4 of clause 8, Hours, who is required to work overtime on weekdays for 1½ hours or

more after the employee's ordinary hours of duty, is allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked;

- (ii) an employee working under the averaging of hours scheme as provided at the said subclause 8.4, who is required to work overtime on weekdays beyond 6.00 pm and until or beyond 8½ hours after commencing duty plus the time taken for lunch, is allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked;
- (iii) an employee required to work overtime on a Saturday, Sunday or public holiday is allowed 30 minutes for a meal after every five hours of overtime worked.

20.4.2 Meal allowances are set out in Item 2 in Table 2 of Schedule 2, Part B and are payable for meal breaks taken as above, if an adequate meal has not been provided by the Department and:

- (i) the time worked is directed overtime;
- (ii) the employee incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- (iii) where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so;
- (iv) overtime is not being paid in respect of the time taken for the meal break.

20.5 Rest Periods

20.5.1 An employee who works overtime is entitled to be absent until eight consecutive hours have elapsed.

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

20.6 Recall to Duty

20.6.1 An employee recalled to work overtime after leaving the employer's premises must be paid for a minimum of three hours' work at the appropriate overtime rates.

20.6.2 The employee is not required to work the full three hours if the job can be completed within a shorter period.

20.6.3 A recall to duty commences when the employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.

20.6.4 An employee recalled to duty within three hours of the commencement of usual hours of duty must be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.

20.6.5 This subclause does not apply in cases where it is customary for an employee to return to the Department's premises to perform a specific job outside the employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances does not attract the minimum payment of three hours unless the actual time worked is three or more hours.

21. Transferred Employees' Compensation

- 21.1 The provisions of the Crown Employees (Transferred Employees Compensation) Award, or successor instruments, will apply to permanent and long-term temporary employees.

22. Deduction of Association Membership Fees

- 22.1 The Association must provide the Department with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 22.2 The Association must 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.
- 22.3 Subject to subclauses 22.1 and 22.2 of this clause, the Department must deduct union fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Department to make such deductions.
- 22.4 Monies so deducted from employees' pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.
- 22.5 Unless other arrangements are agreed to by the Department and the Association, all Association membership fees are to be deducted on a fortnightly basis.
- 22.6 Where an employee has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

23. No Extra Claims

- 23.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there are to be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 14 July 2023 by a party to this Award.

24. Secure Employment

24.1 Work Health and Safety

24.1.1 For the purposes of this subclause, the following definitions apply:

- (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

24.1.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises must do the following (either directly, or through the agency of the labour hire or contract business):

- (i) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
- (ii) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

24.1.3 Nothing in this subclause 24.1 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*.

24.2 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.

24.3 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 or any successor body.

25. Short Term Temporary Employee Entitlements

25.1 Other than as described under subclauses 25.3, 25.4, 25.5 and 25.6 of this clause, short term temporary employees are not entitled to any other paid or unpaid leave.

25.2 As set out in subclause 5.7, the short term temporary rates of pay incorporate a payment in lieu of a recreation leave entitlement.

25.3 Short term temporary employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.

25.4 Short term temporary employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54, Entitlement to Unpaid Parental Leave, *Industrial Relations Act 1996*, if they meet the definition of a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*). The following provisions also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

25.4.1 The Secretary must not fail to re-engage a short term temporary employee who meets the definition of a regular casual employee 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 short term temporary employees are not affected, other than in accordance with this clause.

25.5 Personal Carers Entitlement for short term temporary employees

25.5.1 Short term temporary employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 17.7.3 of the 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 25.5.4, and the notice requirements set out in 25.5.5.

24.5.2 The Secretary and the short term temporary employee must 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 short term temporary employee is not entitled to any payment for the period of non-attendance.

25.5.3 The Secretary must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a short term temporary employee are otherwise not affected.

25.5.4 The short term temporary employee must, 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 Secretary 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 short term temporary employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

25.5.5 The short term temporary employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary hours of the first day or shift of such absence, the employee will inform the Secretary within 24 hours of the absence.

25.6 Bereavement entitlements for short term temporary employees

25.6.1 Short term temporary 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 Secretary).

25.6.2 The Secretary and the short term temporary employee must 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 short term temporary employee is not entitled to any payment for the period of non-attendance.

25.6.3 The Secretary must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary to engage or not engage a short term temporary employee are otherwise not affected.

25.6.4 The short term temporary employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary hours of the first day or shift of such absence, the employee will inform the Secretary within 24 hours of the absence.

26. Consultation

- 26.1 Consultation is a process that:
- 26.1.1 provides an opportunity for the Department, the Association and employees to express their views, state objections, exchange information and promote understanding;
 - 26.1.2 involves timely provision of all relevant information to employees and the Association; and
 - 26.1.3 provides a genuine opportunity for employees directly affected by major changes in the workplace, the wider workforce and the Association to influence the matters under discussion with the Department.
- 26.2 Where the Department has made a definite decision to introduce major changes in, program/service delivery, organisation, structure or technology that are likely to have significant effects on employees, the Department must notify the employees who may be affected by the proposed changes and the Association for the purpose of engaging in consultation.
- 26.3 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Department's workforce or in the skills required, changes in job opportunities, promotion opportunities or job tenure for a class or group of employees, the alteration of hours of work for a class or group of employees, the need for retraining or transfer of a class or group of employees to other work or locations and the restructuring/redesign of jobs.
- 26.4 The Department is not required to consult over individual workplace/performance issues under this clause.
- 26.5 The Department must discuss with the employees affected and the Association, among other matters, the introduction of the changes referred to in subclause 26.2 above, 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 must give prompt consideration to matters raised by the employees and/or the Association in relation to the changes.
- 26.6 The discussions must commence as early as practicable after a definite decision has been made by the Department to make the changes referred to in subclause 26.2 of this clause.
- 26.7 For the purpose of such discussions, the Department must provide to the employees concerned and the Association all relevant information about the changes, including the nature of the changes proposed, the expected significant effects of the changes on employees and any other matters likely to affect employees, provided that the Department is not required to disclose confidential information the disclosure of which would adversely affect the Department.
- 26.8 The Department will notify affected employees and the Association of the outcome of the consultation in writing.

27. Production of Receipts

- 27.1 Payment of any actual expenses is subject to the production of receipts, unless the Secretary is prepared to accept other evidence from the employee.

28. Allowance Payable for Use of Private Motor Vehicle

- 28.1 The Secretary may authorise an employee to use a private motor vehicle for work where:
- 28.1.1 Such use will result in greater efficiency or involve the Department in less expense than if travel were undertaken by other means; or
 - 28.1.2 Where the employee is unable to use other means of transport due to a disability.

- 28.2 An employee who, with the approval of the Secretary, uses a private motor vehicle for work must be paid an appropriate rate of allowance specified in Item 5 in Table 2 of Schedule 2, Part B for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 28.4 of this clause.
- 28.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 28.3.1 The casual rate is payable if an employee elects, with the approval of the Secretary, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 28.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.
- 28.4 Deduction from allowance
- 28.4.1 Except as otherwise specified in this award, an employee must bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
- 28.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 28.4.3 of this subclause.
- 28.4.3 Designated headquarters
- (a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- (b) An employee's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.
- 28.4.4 On days when an employee uses a private vehicle for official business and travels to and from home, whether or not the employee during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the employee's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.
- 28.4.5 Where a headquarters has been designated per paragraph 28.4.3 of this subclause and the employee is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.
- 28.4.6 Deductions are not to be applied in respect of days characterised as follows.
- (i) When staying away from home overnight, including the day of return from any itinerary.
- (ii) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.

- (iii) When the employee uses the vehicle for official business after normal working hours.
 - (iv) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (i), (ii) and (iii) of this paragraph.
 - (v) When the employee buys a weekly or other periodical rail or bus ticket, provided the Department is satisfied that:
 - (a) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - (b) the periodical ticket was in fact purchased; and
 - (c) in regard to train travellers, no allowance is to be paid in respect of distance between the staff member's home and the railway station or other intermediate transport stopping place.
- 28.5 The employee must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Secretary.
- 28.6 Expenses such as tolls etc. must be refunded to employees where the charge was incurred during approved work related travel.

29. Damage to Private Motor Vehicle Used for Work

- 29.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer must be reimbursed by the Department, provided:
- 29.1.1 The damage is not due to gross negligence by the employee; and
 - 29.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- 29.2 Provided the damage is not the fault of the employee, the Department must reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
- 29.2.1 The damage was sustained on approved work activities; and
 - 29.2.2 The costs cannot be met under the insurance policy due to excess clauses.

30. Allowance for Living in a Remote Area

- 30.1 An employee must be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- 30.1.1 indefinitely stationed and living in a remote area as defined in subclause 30.2 of this clause; or
 - 30.1.2 not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 30.2 of this clause.
- 30.2 Grade of appropriate allowance payable under this clause is determined as follows:
- 30.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 6 in Table 2 of Schedule 2, Part B in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay,

Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 30.2.2 and 30.2.3 of this subclause.

30.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 6 in Table 2 of Schedule 2, Part B; in respect of the towns and localities of Angledool, Barrington, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra.

30.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 6 in Table 2 of Schedule 2, Part B; in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.

30.3 The dependant rate for each grade is payable where:

30.3.1 the employee has a dependant as defined; and

30.3.2 the employee's dependant(s) resides within the area that attracts the remote area allowance; and

30.3.3 the employee's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.

30.4 For the purposes of this clause dependant is defined as

30.4.1 the spouse of the employee (including a de facto spouse);

30.4.2 each child of the employee aged eighteen years or under;

30.4.3 each son and daughter of the employee aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and

30.4.4 any other person who is part of the employee's household and who is, in the opinion of the Secretary, substantially financially dependent on the employee.

30.5 Departmental temporary employees, such as relief employees, who are employed for short periods are not eligible to receive a remote areas allowance.

30.6 An employee who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave.

30.7 An employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:

30.7.1 the employee continues in employment; and

30.7.2 the dependants continue to reside in the area specified; and

30.7.3 military pay does not exceed Departmental salary plus the remote areas allowance.

If the military salary exceeds Departmental salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

31. Assistance to Employees Stationed in a Remote Area When Travelling on Recreation Leave

- 31.1 An employee who:
- 31.1.1 is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Secretary; and
 - 31.1.2 proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the employee's work location in that area,
- must be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 7 in Table 2 of Schedule 2, Part B for the additional costs of travel.
- 31.2 Dependant in this clause has the same meaning as subclause 30.4 of clause 30, Allowance for Living in a Remote Area, of this award.
- 31.3 Allowances under this clause do not apply to employees who have less than three years' service and who, at the date of engagement, were resident in the defined area.

32. Community Language Allowance Scheme (CLAS)

- 32.1 Employees who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such employees are not:
- 32.1.1 employed as interpreters and translators; and
 - 32.1.2 employed in those roles where particular language skills are an integral part of essential requirements of the role,
- must be paid an allowance as specified in Table 1 of Schedule 2, Part B, subject to subclauses 32.2 and 32.3 of this clause.
- 32.2 The base level of the CLAS is paid to employees who:
- 32.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
 - 32.2.2 have passed an examination administered by the Community Relations Commission, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- 32.3 The higher level of CLAS is paid to employees who meet the requirements for the base level of payment and:
- 32.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the employee's language skills, as determined by the Secretary; or
 - 32.3.2 have achieved qualifications of NAATI interpreter level or above. This recognises that employees with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

33. Area, Incidence and Duration

- 33.1 This award applies to all employees as defined in Clause 2, Definitions.

- 33.2 This award rescinds and replaces the Crown Employees (School Administrative and Support Staff) Reviewed Award published 8 October 2021 (390 I.G. 764) and takes effect from 15 July 2022 and remains in force until 14 July 2023.

PART B

Schedule 1 - School Administrative and Support Staff - Rates of Pay

1.1 Permanent and long term temporary School Administrative and Support Staff - Rates of Pay

	Rates of Pay from first pay period on or after 15 July 2022 Per Hour 2.53 % \$
SAM 1	42.19
SAM 2	43.35
SAM 3	44.58
SAM 4	45.93
SAO	36.48
SLSO 1	33.40
SLSO 2	34.00
SLSO 3	36.40
SLSO 4	38.81
SLSO PS 1	33.40
SLSO PS 2	34.00
SLSO PS 3	36.40
SLSO PS 4	38.81
SLSO SHS	40.14
AEO 1	39.90
AEO 2	41.06
AEO 3	42.21
AEO 4	43.41
BM 1.1	47.44
BM 1.2	48.95
BM 1.3	50.87
BM 1.4	52.35
BM 2.1	53.92
BM 2.2	55.54
BM 2.3	57.85
BM 2.4	59.69

1.2 Short-term Temporary School Administrative and Support Staff - Rates of Pay

	Rates of Pay from first pay period on or after 15 July 2022
	Per Hour
	2.53 %
	\$
SAM 1	48.52
SAM 2	49.85
SAM 3	51.27
SAM 4	52.82
SAO	41.96
SLSO 1	38.42
SLSO 2	39.10
SLSO 3	41.85
SLSO 4	44.63
SLSO PS 1	38.42
SLSO PS 2	39.10
SLSO PS 3	41.85
SLSO PS 4	44.63
SLSO SHS	46.16
AEO 1	45.89
AEO 2	47.23
AEO 3	48.55
AEO 4	49.92
BM 1.1	54.57
BM 1.2	56.29
BM 1.3	58.48
BM 1.4	60.21
BM 2.1	62.00
BM 2.2	63.87
BM 2.3	66.52
BM 2.4	68.64

Schedule 2 - School Administrative and Support Staff - Allowances

Table 1 - Allowances	Rates of Pay from first pay period on or after 15 July 2022
	Per hour
	2.53%
	\$
First Aid (subclause 5.10.1)	0.59
Administration of Medications (subclause 5.10.2)	0.23
Health Support (subclause 5.10.3)	0.49

	Amount from first pay period on or after 15 July 2022 2.53 % Per annum \$
Community Language Allowance Scheme (subclause 32.1.2)	Base level 1,552 Higher level 2,335

Table 2 - Other Allowances

The allowances listed in this Table and the relevant cities and centres are adjusted in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or successor award, or as approved from time to time by the Secretary of the Department of Premier and Cabinet.

Item No.	Clause No.	Brief Description	Amount Effective from 1 July 2022
1	19.2.10 (i) 19.2.10 (ii) 19.2.10 (iii)	Meal allowances on one-day journeys Capital Cities and High-cost Country Centres: -	
		Capital cities and high cost country centres	
		Breakfast allowance	\$29.20
		Evening meal allowance	\$56.00
		Lunch allowance	\$32.85
		Other Centres:	
19.2.10 (i) 19.2.10 (ii) 19.2.10 (iii)	Breakfast allowance	\$26.15	
	Evening meal allowance	\$51.50	
	Lunch allowance	\$29.85	
2	20.4.2	Overtime meal allowances -	
		Breakfast	\$32.50
		Lunch	\$32.50
		Dinner	\$32.50
3	19.1.8 (ii)	Travelling Compensation	
		Capital Cities	
		Adelaide	\$295.65
		Brisbane	\$313.65
		Canberra	\$306.65
		Darwin	\$358.65
		Hobart	\$285.65
		Melbourne	\$311.65
		Perth	\$318.65
		Sydney	\$336.65
	19.1.8 (ii)	High Country Cost Centres	
		Albany (WA)	\$317.65
		Alice Springs (NT)	\$288.65
		Armidale (NSW)	\$285.65
		Ballarat (VIC)	\$292.65
		Bathurst (NSW)	\$279.65
		Bega (NSW)	\$283.65
		Benalla (VIC)	\$280.65
		Bendigo (VIC)	\$278.65
Bordertown (SA)	\$287.65		
Bourke (NSW)	\$303.65		
Bright (VIC)	\$305.65		
Broken Hill (NSW)	\$290.65		

	Broome (WA)	\$358.65
	Bunbury (WA)	\$293.65
	Burnie (TAS)	\$302.65
	Cairns (QLD)	\$301.65
	Carnarvon (WA)	\$294.65
	Castlemaine (VIC)	\$281.65
	Chinchilla (QLD)	\$281.65
	Christmas Island (WA)	\$336.65
	Cocos (Keeling) Islands (WA)	\$469.65
	Coffs Harbour (NSW)	\$286.65
	Colac (VIC)	\$276.65
	Dalby (QLD)	\$315.65
	Dampier (WA)	\$313.65
	Derby (WA)	\$308.65
	Devonport (TAS)	\$296.65
	Emerald (QLD)	\$294.65
	Esperance (WA)	\$300.65
	Exmouth (WA)	\$328.65
	Geraldton (WA)	\$303.65
	Gladstone (QLD)	\$293.65
	Gold Coast (QLD)	\$347.65
	Gosford (NSW)	\$283.65
	Halls Creek (WA)	\$308.65
	Hervey Bay (QLD)	\$295.65
	Horn Island (QLD)	\$338.65
	Horsham (VIC)	\$292.65
	Jabiru (NT)	\$354.65
	Kalgoorlie (WA)	\$310.65
	Karratha (WA)	\$353.65
	Katherine (NT)	\$296.65
	Kununurra (WA)	\$342.65
	Launceston (TAS)	\$279.65
	Lismore (NSW)	\$282.65
	Mackay (QLD)	\$299.65
	Maitland (NSW)	\$293.65
	Mount Gambier (SA)	\$278.65
	Mount Isa (QLD)	\$306.65
	Mudgee (NSW)	\$297.65
	Muswellbrook (NSW)	\$295.65
	Newcastle (NSW)	\$323.65
	Newman (WA)	\$308.65
	Nhulunbuy (NT)	\$368.65
	Norfolk Island (NSW)	\$328.65
	Northam (WA)	\$283.65
	Orange (NSW)	\$294.65
	Port Hedland (WA)	\$313.65
	Port Lincoln (SA)	\$308.65
	Port Macquarie (NSW)	\$308.65
	Port Pirie (SA)	\$288.65
	Queanbeyan (NSW)	\$277.65
	Queenstown (TAS)	\$274.65
	Roma (QLD)	\$280.65
	Shepparton (VIC)	\$288.65
	Swan Hill (VIC)	\$274.65
	Tennant Creek (NT)	\$284.65
	Toowoomba (QLD)	\$282.65
	Thursday Island (QLD)	\$338.65
	Townsville (QLD)	\$281.65
	Wagga Wagga (NSW)	\$290.65

		Wangaratta (VIC)	\$282.65
		Weipa (QLD)	\$276.65
		Whyalla (SA)	\$283.65
		Wilpena-Pound (SA)	\$331.65
		Wollongong (NSW)	\$293.65
		Wonthaggi (VIC)	\$290.65
		Yulara (NT)	\$578.65
	19.1.8 (ii)	Tier 2 Country Centres	
		Albury (NSW)	\$262.10
		Ararat (VIC)	\$262.10
		Ayr (QLD)	\$262.10
		Bairnsdale (VIC)	\$262.10
		Bundaberg (QLD)	\$262.10
		Ceduna (SA)	\$262.10
		Charters Towers (QLD)	\$262.10
		Cooma (NSW)	\$262.10
		Dubbo (NSW)	\$262.10
		Echuca (VIC)	\$262.10
		Geelong (VIC)	\$262.10
		Goulburn (NSW)	\$262.10
		Griffith (NSW)	\$262.10
		Gunnedah (NSW)	\$262.10
		Hamilton (VIC)	\$262.10
		Innisfail (QLD)	\$262.10
		Kadina (SA)	\$262.10
		Kingaroy (QLD)	\$262.10
		Mildura (VIC)	\$262.10
		Naracoorte (SA)	\$262.10
		Nowra (NSW)	\$262.10
		Port Augusta (SA)	\$262.10
		Portland (VIC)	\$262.10
		Renmark (SA)	\$262.10
		Rockhampton (QLD)	\$262.10
		Sale (VIC)	\$262.10
		Seymour (VIC)	\$262.10
		Tamworth (NSW)	\$262.10
		Tumut (NSW)	\$262.10
		Warrnambool (VIC)	\$262.10
		Wodonga (VIC)	\$262.10
	19.1.8 (ii)	Other country centres	\$246.10
	19.1.8 (ii)	Incidental expenses when claiming actual expenses - all locations	\$20.60
	19.1.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the Appropriate location rate
4	19.1.8 (i)(b)	Incidental expenses	\$20.60
5	28.2	Allowance payable for use of private motor vehicle Official Business rate Specified journey rate/Casual rate	72.0 (cents per km) 28.8 (cents per km)
6		Allowance for Living in a Remote area	
	30.2.1	Grade A - With dependents	\$2,156
		Grade A - Without dependents	\$1,505
	30.2.2	Grade B - With dependents	\$2,860
		Grade B - Without dependents	\$2,005
	30.2.3	Grade C - With dependents	\$3,819

		Grade C - Without dependents	\$2,675
7	31.1.2	Assistance to Employees Stationed in a Remote Area when travelling on recreation leave:	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850kms less \$53.65
		Other transport - With dependents	Actual reasonable expenses in excess of \$53.65 and up to \$359.25
		Other transport - Without dependents	Actual reasonable expenses in excess of \$53.65 and up to \$177.45

N. Constant, *Chief Commissioner*
D. SLOAN, *Commissioner*
J. Webster, *Commissioner*

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(1565)

SERIAL C9552

FARM ASSISTANTS (DEPARTMENT OF EDUCATION) WAGES AND CONDITIONS AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 195144 of 2022)

Before Chief Commissioner Constant

4 August 2022

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Hours of Work
4.	Overtime
5.	Wage Sacrifice for Superannuation and Wage/Salary Packaging Arrangements
6.	Wages and Allowances
7.	Payment of Wages
8.	Deduction of Union Membership Fees
9.	Public Holidays and Picnic Day
10.	Leave
11.	Tea Breaks
12.	Accommodation
13.	Settlement of Disputes
14.	Terms of engagement
15.	Fares
16.	Anti-Discrimination
17.	No Extra Claims
18.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Allowances

2. Definitions

- 2.1 "Act" means the *Government Sector Employment Act 2013*.
- 2.2 "Casual Employee" means a person engaged on an hourly basis to carry out:
- (i) work that is irregular or intermittent, or

- (ii) work on a short term basis in an area of the Department with a flexible workload, or
- (iii) the work of a position for a short period pending completion of the selection process for the position, or
- (iv) urgent work to deal with an emergency.

Consistent with the casual employment provisions of the *Government Sector Employment Act 2013* and any rules or guidelines issued pursuant to that Act, no single period of casual employment is to exceed three months, and the parties further agree that ideally no single period of engagement as a casual employee should exceed one month and in most instances any period of casual engagement should be less than two weeks in duration.

- 2.3 "Department" means the NSW Department of Education.
- 2.4 "Employee" means and includes all persons employed on an ongoing, temporary or casual basis under the provisions of the *Government Sector Employment Act 2013*, who, on 20 October 1982 were occupying a position covered by this award and included in the schedule attached hereto, or who after that date, are employed under the terms of this award but does not include any person who resigned or whose services were terminated (not including retirement) prior to the making of this award.
- 2.5 "Farm Assistant" means any employee, including a casual, engaged as a Farm Assistant Class I or Farm Assistant Class II.
- 2.6 "Flower Gardener" means any employee engaged as such.
- 2.7 "Horsepower" means the brake horsepower as stated by the manufacturer.
- 2.8 "Part Time Employee" means a person engaged on an ongoing basis for part hours or part years where the employee's contract hours are less than full time hours.
- 2.9 "Regulation" means the Government Sector Employment Regulation 2014.
- 2.10 "Temporary Employee" means a person engaged on a temporary basis, either full time or part time, for a fixed period greater than one month, consistent with the temporary employment provisions of the *Government Sector Employment Act 2013* and any guidelines issued pursuant to that Act.

3. Hours of Work

- 3.1 Day Work - The ordinary working hours for a fulltime employee shall be thirty-eight per week and shall be worked in accord with the following provisions for a four-week work cycle:
 - 3.1.1 Except in the case of employees engaged in attending livestock, the ordinary working hours shall 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 7.00 a.m. and 5.30 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
 - 3.1.2 The ordinary working hours of employees engaged in attending livestock shall be worked as a twenty day, four-week cycle of five days per week during the period Monday to Saturday, inclusive, within nineteen working days of eight hours each between the hours of 6.00 a.m. and 5.30 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
 - 3.1.3 The rostered day off shall be a Monday or Friday within the working cycle provided that by agreement of the employer and the employee, the rostered day off may be accrued as an entitlement for a day off to be taken in a subsequent work cycle. Provided further that no employee shall be entitled to accrue more than six rostered days off under the terms of this subsection. All rostered days off shall be taken by the employee as leisure days off, and except

as provided for in this subsection, no work shall be performed by an employee on her/his rostered day off; or rostered days off.

- 3.1.4 A roster of days off (provided for under this subsection) for each employee shall be notified to employees prior to the commencement of each working cycle. Employees shall be provided with seven (7) working days' notice of a change in roster, provided that, in the case of an emergency situation, forty-eight (48) hours' notice of a change in roster may be given by the employer.
- 3.1.5 Where such rostered day off prescribed by this subclause falls on a public holiday as prescribed in clause 9, Public Holidays, the next working day shall 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.
- 3.1.6 Each day of paid leave taken on any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 3.1.7 An employee who has not worked or is not regarded by reason of subclause (3.1.6) as having worked a complete four-week cycle, shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- 3.1.8 A majority of the employees concerned and their employers may mutually agree upon a change in starting and ceasing times so that the spread of hours in the award may be between 6.00 a.m. and 6.00 p.m.
- 3.1.9 Employees shall commence and cease work at the headquarters or the barn.
- 3.1.10 Employees shall be entitled to an unpaid meal break each day of not less than thirty minutes duration and not more than one hour in duration provided that the said meal break shall be taken between 11.30 a.m. and 1.30 p.m.
- 3.2 Subject to subclause 3.3 the school principal or their delegate may require an employee to work reasonable overtime at overtime rates.
- 3.3 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.
- 3.4 For the purposes of subclause 3.3 what is unreasonable or otherwise will be determined having regard to:
- 3.4.1 any risk to employee health and safety;
- 3.4.2 the employee's personal circumstances including any family and carer responsibilities;
- 3.4.3 the needs of the workplace or enterprise;
- 3.4.4 the notice (if any) given by the school principal or their delegate of the overtime and by the employee of his or her intention to refuse it; and
- 3.4.5 any other relevant matter.

4. Overtime

- 4.1 Except as hereinafter provided overtime at the rate of time and a half for the first two (2) hours and double time thereafter shall be paid for all time worked: -
- 4.1.1 in excess of the daily number of rostered hours on any one day; or

- 4.1.2 outside the limits of subclause 3.1.1 in the case of employees other than those engaged on nursery work during the months of October to March inclusive; or
- 4.1.3 outside the limits of subclause 3.1.2 in the case of employees other than those engaged on nursery work during the months of October to March inclusive.
- 4.2 All work performed on Sundays and Public Holidays shall be paid for at the rate of double time and double time and a half respectively. An employee required to work on a Sunday or Public Holiday shall receive a minimum payment of 4 hours pay at the rate of double time or double time and a half respectively.
- 4.3 All ordinary time worked on Saturdays shall be paid for at the rate of time and a half.
- 4.4 An employee recalled to work overtime after 5.30 p.m. on any day other than a Sunday or Public Holiday shall receive a minimum payment of four hours pay at the appropriate overtime rate. On each recall the employee may be required to work 4 hours.
- 4.5 An employee who works so much overtime-
- 4.5.1 between the termination of his/her ordinary work day and the commencement of his/her ordinary work in the next day that he/she has not had at least ten consecutive hours off duty between these times;
- 4.5.2 or on Saturdays, Sundays and Holidays, not being ordinary working days without having had ten consecutive hours off duty in the twenty-four hours preceding his/her ordinary commencing time on his/her next ordinary day shall, subject to this sub-clause be released after completion of such overtime until he/she has had ten hours off duty without loss of pay for ordinary working time occurring during such absences.
- Provided that, if on the instructions of his/her employer, such an employee resumes or continues, to work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 4.6 An employee who is required to work overtime for two hours or more after the normal ceasing time shall 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 shall be allowed without loss of pay, provided that overtime work continues after such break.
- 4.7 Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 p.m. which meal break shall be taken without loss of pay.

5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 7, Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation of the Crown Employees Wages Staff (Rates of Pay) Award 2022 or any variation to or successor instruments to the said award shall apply

6. Wages and Allowances

- 6.1 The rates of wages and allowances to be paid to employees appointed to the positions specified are set out in Table 1 - Wages and Table 2 - Allowances of Part B, Monetary Rates.

- 6.2 The wage rates as set out in Table 1 - Wages, and Table 2 - Allowances of Part B, Monetary Rates, shall be adjusted in line with the Crown Employees Wages Staff (Rates of Pay) Award 2022 or any variations to or successor instruments to the said award.
- 6.3 Promotion from Farm Assistant, Class I to Farm Assistant Class II shall be subject to completion of 12 month's satisfactory service and the recommendation of the Department Head, that the skill and versatility of the employee in all respects of the work of a Farm Assistant, including proficiency in the operation of farm equipment and vehicles warrants such promotion. For the purposes of this sub-clause, service shall mean service in an established position and shall include prior service as a junior.
- 6.4 Casual employees shall be paid at the rate of one thirty eighth of the weekly rates prescribed in respect of the classification for which the employee is casually employed.
- 6.5 Casual employees shall be paid in addition to the prescribed rate for the classification concerned 15 per centum thereof.
- 6.6 Special rates
- A Farm Assistant, Class I or II, employed on any of the following operations, viz.
- 6.6.1 operating and servicing a tractor provided that for the purpose of this provision a tractor shall be deemed to include a wheel tractor and a crawler tractor and provided that such tractors shall be not less than 10 horsepower;
- 6.6.2 driving on farm or college property a truck which, if driven on the highway, would require possession of at least a Class 3 driver's licence;
- 6.6.3 operating headers, harvesters, including maize harvesters, and mechanical pick-up hay balers;
- shall be paid an additional allowance as prescribed in Table 2 - Allowances of Part B, Monetary Rates per day while actually so employed, provided that no allowance shall be paid for periods of such employment of less than one hour per day nor shall an employee receive more than one such allowance in respect of any one day.
- 6.6.4 an employee required to drive a truck on the highway shall be paid the rates prescribed by the Crown Employees (Transport Drivers, etc.) Award provided that, where such employment is for less than half a day, payment shall be as for a half a day and where such employment is for a half day or more payment shall be as for a full day and provided however that no additional payment shall be made in respect of periods of one hour or less.
- 6.7 Broken shift allowance
- Employees who are required to work a broken shift shall be the allowance prescribed in Table 2 - Allowances of Part B, Monetary Rates, per day extra as a broken shift allowance.
- 6.8 Mixed functions
- An employee engaged for more than two hours during one day on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day. If so engaged for two hours or less during one day he/she shall be paid the higher rate for the time so worked.
- 6.9 Protective clothing
- Employees required to work in the rain or in mud, slurry, water or wet places shall be paid an allowance prescribed in Table 2 - Allowances of Part B, Monetary Rates.
- This allowance shall not be payable to an employee who is provided by the employer with adequate protective clothing.

6.10 First Aid

A standard first aid outfit shall be provided and maintained by the employer.

An employee appointed by the employer to perform first aid duty shall be paid in the first aid allowance prescribed in Table 2 - Allowances of Part B, Monetary Rates in addition to their ordinary rates of pay.

6.11 Meal Allowance

An employee required to work more than one and one half hours after the ordinary ceasing time shall be provided with a meal or shall be paid the amount prescribed in Table 2 - Allowances of Part B, Monetary Rates, for such a meal and after the completion of each four hours of continuous overtime shall be paid the amount prescribed in Table 2 - Allowances of Part B, Monetary Rates, for each subsequent meal in addition to his/her overtime payment.

6.12 Distant places

The provisions of the Act and the Regulations apply.

7. Payment of Wages

7.1 Wages shall be paid fortnightly into a bank or other account, provided that where employees work in isolated areas or where employees experience hardship or other exceptional circumstances then payment shall be made to the employee fortnightly by cheque.

7.2 One day of each pay period shall be recognised as pay day for each job: it shall be the same day in each pay period.

8. Deduction of Union Membership Fees

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

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

8.3 Subject to (8.1) and (8.2) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

8.4 Monies so deducted from employees' pay shall 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.

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

8.6 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 shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

9. Public Holidays

9.1 The following days shall be observed as Public Holidays: -

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other proclaimed or gazetted holiday for the state of New South Wales.

- 9.2 Where local Show Day is a proclaimed local holiday it shall be observed as a Public Holiday for employees covered by this award. In the event that an employee cannot be spared without inconvenience to the Department, an alternative day with pay shall be given within twenty working days of the proclaimed local holiday; provided that no employee shall be entitled to payment at overtime rates for work on such proclaimed local holiday and provided further that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.
- 9.3 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 shall not be entitled to payment of such holiday.
- 9.4 Public Service Holiday
- 9.4.1 Unless directed to attend for duty by the Department Head a staff member is entitled to be absent from duty on a day between Boxing Day and New Year's Day determined by the Department Head as a public service holiday.
- 9.4.2 Any employee required to work on such day shall be paid at the rate of double time and a half for not less than four hours' work. Provided that an employee who is required to work on the nominated public service holiday and who fails to comply with such requirement shall not be entitled to payment for the day. An employee who is absent on the public service holiday on approved leave is not entitled to the public holiday overtime rate of pay.

10. Leave

- 10.1 General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation.
- 10.2 In addition to provisions for sick leave existing under the terms of regulations made pursuant to the Act, and applicable to the employees covered under the terms of this award, the following provisions for sick leave shall apply:
- Where an employee is ill or incapacitated (within the meaning of regulations relating to sick leave under the Act) on her/his rostered day off he/she shall not be entitled to payment for sick leave on that day nor shall her/his sick leave entitlements be reduced as a result of such illness or incapacity.
- 10.3 In addition to provisions for annual (recreation) leave, long service (extended) leave, accident pay and short leave existing under the terms of regulations made pursuant to the Act, employees covered under the terms of this award shall have the following provisions apply -
- 10.3.1 All paid leave taken in service with the exception of long service (extended) leave and accident pay shall be paid as follows:
- An employee who is absent from work on paid leave shall accrue an entitlement of 0.4 of one hour for each such day as if he/she had worked on that day. The time accrued shall be paid on the scheduled day off.
- 10.3.2 Annual (recreation) leave on termination of service and long service (extended) leave and accident pay taken in service or paid on termination shall be paid as follows:
- 10.3.2.1 All accrued time against a paid day off shall be paid to the employee prior to proceeding, on leave or at the time of termination of the employee's service;
- 10.3.2.2 All leave accrued or time due shall be paid to the employee on the basis of one week of accrued leave etc., being equal to 38 hours or one day being equal to 7.6 hours.

Provided that where a full year's annual (recreation) leave of 20 days or more is accrued when the employee shall be paid a further 7.6 hours for the first 20 days and on the same basis for the remainder of accrued leave.

- 10.3.3 Where the employee is absent on long service (extended) leave and accident pay during the 20 day cycle and returns to work prior to or on the rostered day off the time involved during the current cycle shall be regarded as accruing 0.4 of one hour for each day of paid absence.

10.4 Personal/Carer's leave

Use of Sick Leave

- 10.4.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in section (ii) of subparagraph 10.4.3.2 shall be entitled to use, in accordance with this subparagraph, any 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.

- 10.4.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.

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

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

10.4.3.2 the person concerned being:

- (i) a spouse of the employee; or
- (ii) a de facto spouse, who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and 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 subparagraph:

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

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

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

- 10.4.4 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 the absence.

- 10.4.5 Subject to the evidentiary and notice requirements in 10.4.2 and 10.4.4, 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 paragraph 10.4.3 of subclause 10.4, Personal/Carer's Leave, who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- 10.4.6 The employer and employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available 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.
- 10.4.7 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.

Use of Annual (Recreation) Leave

- 10.4.8 An employee may elect with the employer's agreement 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 to care for a person prescribed in paragraph 10.4.3 of subclause 10.4, Personal/Carer's Leave, who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- 10.4.9 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.

10.5 Bereavement Leave

- 10.5.1 An employee other than a casual employee shall be entitled to up to two days Bereavement Leave without deduction of pay on each occasion of the death of a member of a class of person set out in section (ii) of subparagraph 10.4.3.2 of this clause.
- 10.5.2 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.
- 10.5.3 Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Carer's Leave as prescribed by this clause. The employee need not have been responsible for the care of the person concerned to be eligible for Bereavement Leave as prescribed in this subclause.
- 10.5.4 An employee shall not be entitled to Bereavement Leave under this clause during any period in respect of which the employee has been granted other leave.
- 10.5.5 Bereavement leave may be taken in conjunction with any other leave available to employees. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.
- 10.5.6 Subject to the evidentiary and notice requirements in 10.5.2, 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 10.4.3 of subclause 10.4, Personal/Carer's Leave.
- 10.5.7 The employer and employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is

entitled to not be available 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.

- 10.5.8 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.

10.6 Parental Leave

- 10.6.1 Parental leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation and will be in addition to those set out in the *Industrial Relations Act 1996* and the Regulation.

- 10.6.2 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.

10.6.3 Right to Request

- 10.6.3.1 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.

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

- 10.6.3.3 The employee's request and the employer's decision made under 10.6.3.1(ii) and 10.6.3.1(iii) must be recorded in writing.

- 10.6.3.4 Where an employee wishes to make a request under 10.6.3.1(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.

10.6.4 Communication During Parental Leave

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

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 10.6.4.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 10.6.4.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 10.6.4.1.

11. Tea Breaks

- 11.1 A tea break during the morning period of not more than fifteen minutes' duration shall be allowed to each individual employee, at a time to be arranged by the employer, without deduction from their wages.
- 11.2 Provided that an employer may grant a tea break of not more than ten minutes' duration during both the morning and afternoon periods of the working day, under the same conditions as above. Where an afternoon tea break is taken the employer may direct that it be taken immediately prior to ceasing time.

12. Accommodation

- 12.1 Employees who reside in Departmental premises and are provided with board and lodging by the employer shall be charged at the rates determined from time to time by the Department of Premier and Cabinet according to whether the employee is provided with full board and lodging or whether he/she attends to his/her own room and waits on himself/herself at table.
- 12.2 Where employees do not reside at the Farm, the employer shall provide free of charge a dining room fitted with sufficient and suitable table and seating accommodation together with an adequate supply of boiling water for employees at meal times. Pure drinking water shall be provided at suitable locations on each farm in clean containers where it is not available from a water service pipe.
- 12.3 Change rooms shall be provided by the employer and shall be used exclusively for that purpose. Where practicable, hot and cold showers shall be provided.

13. Settlement of Disputes

Subject to the provisions of the *Industrial Relations Act 1996*, the undermentioned procedures shall be applied in the settlement of disputes -

- 13.1 Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and supervising staff, it shall be referred to the Departmental Personnel/Industrial Officer or other officer nominated by the employer who will arrange for the matter to be discussed with the union or unions concerned.
- 13.2 Failing settlement of the issue at this level, the matter should be referred to senior management.
- 13.3 If the matter remains unsolved then either party may make application to the Industrial Relations Commission of New South Wales.
- 13.4 Whilst these procedures are continuing, no stoppage of work or any form of limitation of work shall be applied.

- 13.5 The right is reserved to the parties to vary this procedure where it is considered a safety factor is involved.

14. Terms of Engagement

- 14.1 Employees shall be employed in accordance with the *Government Sector Employment Act 2013*, and except in the case of misconduct, their engagement shall only be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of one week's wages in lieu, as the case may be.

15. Fares

- 15.1 Any person selected for work and sent by the employer or his/her agent, including a Government Employment Bureau or Private Employment Agency, from the City to the country or from one country centre to another, or from a country centre to the City, shall have the necessary fares provided by the employer.

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 in clause 13, 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:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - 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
 - 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. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2023 by a party to this Award.

18. Area, Incidence and Duration

- 17.1 This award shall apply to all employees as defined herein.

- 17.2 This Award rescinds and replaces the Farm Assistants (Department of Education and Communities) Wages and Conditions Award 2021 published 3 December 2021 (391 I.G. 156) and all variations thereof.
- 17.3 This award has a nominal term of 12 months from 1 July 2022 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2022.

PART B

MONETARY RATES

Table 1 - Wages

Classification	Amount per week from the first full pay period on or after 1/07/21 (2.04%) \$	Amount per week from the first full pay period on or after 1/07/22 (2.53%) \$
Farm Assistant Class I	1009.00	1034.50
Farm Assistant Class II	1160.00	1189.30
Flower Gardener	1042.10	1068.50

Table 2 - Allowances

Clause	Allowance	Amount from first full pay period on or after 1/07/21 (2.04%) \$	From the first full pay period on or after 1/07/22 (2.53%) \$
6.6 Special Rates			
6.6.1	Tractor operation (per day)	5.14	5.27
6.6.2	Truck driving (per day)	5.14	5.27
6.6.3	Headers, etc. (per day)	5.14	5.27
6.7	Broken Shift (per day)	15.48	15.87
6.9	Protective Clothing (per hour)	0.84	0.86
6.10	First Aid (per day)	3.88	3.98
6.11	First meal per day Subsequent meals		

N. CONSTANT, *Chief Commissioner*

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(950)

SERIAL C9560

HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 242230 of 2022)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner Webster

14 September 2022

VARIATION

1. Delete the table in section (g)(ii)(b) of subclause (vi), Wages of clause 28, Traineeships, of the award published 5 August 2022 (392 I.G. 645) and insert in lieu thereof the following:

Industry/ Skill Level	First Year of Traineeship SWC 2015 2.50% \$	Second Year of Traineeship SWC 2015 2.50% \$	Second Year of Traineeship SWC 2020 2.50% \$	First Year of Traineeship SWC 2021 2.04% \$	Second Year of Traineeship SWC 2021 2.04% \$	First Year of Traineeship SWC 2022 2.53% \$	Second Year of Traineeship SWC 2022 2.53% \$
Industry/ Skill Level A	631.7	656.9	673.3	644.6	687	660.9	704.4
Industry/ Skill Level B	609.7	631.7	647.5	622.1	660.7	637.8	677.4
Industry/ Skill Level C	552	571.95	586.2	563.3	598.2	577.6	613.3

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Grade	Relativities	Full Time SWC 2020 2.50% \$	Hourly Rate SWC 2020 2.50% \$	Full Time SWC 2021 Based on relativities \$	Hourly Rate SWC 2021 Based on relativities \$	Full Time SWC 2022 2.53% \$	Hourly Rate SWC 2022 2.53% \$
Level 1	78%	727.4	19.2	772.6	20.33	792.1	20.8
Level 2	82%	750.6	19.8	812.2	21.37	832.7	21.9
Level 3A	87%	781.9	20.6	865.7	22.78	887.6	23.4
Level 3B	92%	804.5	21.2	906.3	23.85	929.2	24.5
Level 4	92%	808.5	21.3	911.3	23.98	934.4	24.6
Level 5	100%	857.4	22.6	990.5	26.07	1015.6	26.7
Level 6	115%	945.2	24.9	1139.1	29.98	1167.9	30.7

Junior Rates for Levels 1, 2 and 3	Percentage of Appropriate Adult Rate
	%
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount Per Week SWC 2020 2.50% \$	Amount Per Week SWC 2021 2.04% \$	Amount Per Week SWC 2022 2.53% \$
1	2(c)	Supervisory loadings - Up to 5 employees	30.4 per week	31 per week	31.8 per week
2	2(c)	Supervisory loadings - 6 to 10 employees	41.5 per week	42.3 per week	43.4 per week
3	2(c)	Supervisory loadings - 11 or more employees	55.8 per week	56.9 per week	58.3 per week
4	21(a)	First-aid allowance	14.2 per week 2.8 per shift	14.5 per week 2.9 per shift	14.9 per week 3 per shift
5	23(a)	Stocking allowance	4 per week 0.90 per shift	4.1 per week 0.90 per shift	4.2 per week 0.90 per shift
	23(b)	Toilet cleaning allowance	11.8	12	12.3
	23(c)	Laundry Allowance	9.9 per week 2.10 per day	10.1 per week 2.10 per day	10.4 per week 2.20 per day
	23(d)	Broken Shift Allowance: for each broken shift so worked	15.3 per day	15.6 per day	16 per day
		Excess fares allowance	10.1 per week 2.10 per day	10.3 per week 2.10 per day	10.6 per week 2.20 per day

Table 3 - Base Rate

	Relativity %	Amount Per Week (includes 2.04% for 2021) \$	Amount Per Week (includes 2.53% for 2022) \$
Level 1	78	361.6	370.7
Level 2	82	380.3	389.9
Level 3A	87.4	405.5	415.8
Level 3B	91.5	424.4	435.1
Level 4	92	426.7	437.5
Level 5	100	463.8	475.5
Level 6	115	533.3	546.8

Table 4 - Supplementary Payments

	Relativity %	Supplementary Payments (includes 2.04% for 2021)	Supplementary Payments (includes 2.53% for 2022)
Level 1	78	114.4	117.3
Level 2	82	117.1	120.1
Level 3A	87.4	120.7	123.8
Level 3B	91.5	122.6	125.7
Level 4	92	123.7	126.8
Level 5	100	129.4	132.7
Level 6	115	142.6	146.2

3. Delete Part C, Trainee Monetary Rates and insert in lieu thereof the following:

TRAINEE MONETARY RATES

Table 1 - Weekly Rates - Industry/Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	SWC 2020 (correcting error) 2.50% \$	SWC 2020 (correcting error) 2.50% \$	SWC 2020 (correcting error) 2.50% \$	SWC 2021 2.04% \$	SWC 2021 2.04% \$	SWC 2021 2.04% \$	SWC 2022 2.53% \$	SWC 2022 2.53% \$	SWC 2022 2.53% \$
School Leaver	328.60	361.80	434.60	335.30	369.20	443.50	343.80	378.50	454.70
Plus 1 year out of school	361.80	434.60	506.70	369.20	443.50	517.00	378.50	454.70	530.10
Plus 2 years	434.20	506.70	587.50	443.10	517.00	599.50	454.30	530.10	614.70
Plus 3 years	506.70	587.50	672.10	517.00	599.50	685.80	530.10	614.70	703.20
Plus 4 years	587.50	672.10	672.10	599.50	685.80	685.80	614.70	703.20	703.20
Plus 5 years or more	672.10	672.10	672.10	685.80	685.80	685.80	703.20	703.20	703.20

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Year 10 SWC 2020 (correcting error) 2.50% \$	Year 11 SWC 2020 (correcting error) 2.50% \$	Year 12 SWC 2020 (correcting error) 2.50% \$	Year 10 SWC 2021 2.04% \$	Year 11 SWC 2021 2.04% \$	Year 12 SWC 2021 2.04% \$	Year 10 SWC 2022 2.53% \$	Year 11 SWC 2022 2.53% \$	Year 12 SWC 2022 2.53% \$
School Leaver	328.6	362.1	420.8	335.3	369.5	429.4	343.8	378.8	440.3
Plus 1 year out of school	362.1	420.8	484.1	369.5	429.4	494	378.8	440.3	506.5
Plus 2 years	420.8	484.1	568.8	429.4	494	580.4	440.3	506.5	595.1
Plus 3 years	484.3	568.8	648.3	494.2	580.4	661.5	506.7	595.1	678.2
Plus 4 years	568.8	648.3	648.3	580.4	661.5	661.5	595.1	678.2	678.2
Plus 5 years or more	648.3	648.3	648.3	661.5	661.5	661.5	678.2	678.2	678.2

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Year 10 SWC 2020 (correcting error) 2.50% \$	Year 11 SWC 2020 (correcting error) 2.50% \$	Year 12 SWC 2020 (correcting error) 2.50% \$	Year 10 SWC 2021 2.04% \$	Year 11 SWC 2021 2.04% \$	Year 12 SWC 2021 2.04% \$	Year 10 SWC 2022 2.53% \$	Year 11 SWC 2022 2.53% \$	Year 12 SWC 2022 2.53% \$
School Leaver	329.9	362.1	417	336.6	369.5	425.5	345.1	378.8	436.3
Plus 1 year out of school	362.1	417	469.1	369.5	425.5	478.7	378.8	436.3	490.8
Plus 2 years	417	469.1	522.6	425.5	478.7	533.3	436.3	490.8	546.8
Plus 3 years	469.1	522.6	584.8	478.7	533.3	596.7	490.8	546.8	611.8
Plus 4 years	523.8	584.8	584.8	534.5	596.7	596.7	548	611.8	611.8
Plus 5 years or more	584.8	584.8	584.8	596.7	596.7	596.7	611.8	611.8	611.8

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year 11 SWC 2020 (correcting error) 2.50% \$	Year 12 SWC 2020 (correcting error) 2.50% \$	Year 11 SWC 2021 2.04% \$	Year 12 SWC 2021 2.04% \$	Year 11 SWC 2022 2.53% \$	Year 12 SWC 2022 2.53% \$
School based Traineeships Skill Levels A, B and C	329.9	362.1	338.1	371.2	346.7	380.6

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

4. This variation will take effect from the first full pay period to commence on or after 16 December 2022.

N. CONSTANT, *Chief Commissioner*
D. SLOAN, *Commissioner*
J. WEBSTER, *Commissioner*

(135)

SERIAL C9562**CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 242264 of 2022)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner Webster

14 September 2022

VARIATION

1. Delete Part B, Monetary Rates, of the award published 5 August 2022 (392 I.G. 598) and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Adult Wages**

The following Minimum rates of wages will take effect from the first pay period to commence on or after 16 December 2022.

Grade	SWC 2021	Weekly Rate Including 2021 Increase	SWC 2022	Weekly Rate Including 2022 Increase
	%	\$	%	\$
1	2.04	800.2	2.53	820.4
2	2.04	829.9	2.53	850.9
3	2.04	877.5	2.53	899.7
4	2.04	936.6	2.53	960.3
5	2.04	1023	2.53	1048.9

Table 2 - Junior Wages

The minimum rates of wages per week for junior employees shall be as follows:

- (a) Equivalent to grade 3 or above

Age	SWC 2021	Weekly Rate Including 2021 Increase	SWC 2022	Weekly Rate Including 2022 Increase
	%	\$	%	\$
At 17 years of age	2.04	422.3	2.53	433
At 18 years of age	2.04	522	2.53	535.2
At 19 years of age	2.04	596.5	2.53	611.6
At 20 years of age	2.04	704.4	2.53	722.2

(b) All other junior employees

Age	SWC 2021 %	Weekly Rate Including 2021 Increase \$	SWC 2022 %	Weekly Rate Including 2022 Increase \$
Under 17 years of age	2.04	316.9	2.53	324.9
At 17 years of age	2.04	397	2.53	407
At 18 years of age	2.04	486.5	2.53	498.8
At 19 years of age	2.04	551.6	2.53	565.6
At 20 years of age	2.04	650.1	2.53	666.5

Table 3 - Telephone Canvassers (Other than for the Sale of Goods)

Classification	SWC 2021 %	Weekly Rate Full-time \$	SWC 2022 %	Weekly Rate Full-time \$	Weekly Rate Part- time (Weekly rate divided by 38) \$	Hourly Rate Casual (Weekly rate divided by 38 plus 20% loading Includes 1/12 holiday pay) \$
Telephone Canvasser	2.04	772.6	2.53	792.1	20.8	25

Table 4 - Other Rates and Allowances

Item No.	Clause	Brief Description	2021 Amount \$	2022 Amount \$
1	9.9.1	Saturday Loadings:		
		Adult	22.9	23.5
		Employees under 21 years of age	15.5	15.9
2	10.3.2	Meal Money (shift Work)	16.6	17
3	13.1	Meal Allowance (Overtime)	16.6	17
4	13.5	Own Car Allowance: per week		
		For vehicle 1,500cc and under	121.8	124.9
		For a vehicle over 1,500cc	150.5	154.2
5	13.5	Own Car allowance		
		For use on a casual or incidental basis	0.83 per km	0.85 per km
6	13.7	First-Aid Allowance	13.6	13.9

2. This variation shall take effect from the first full pay period to commence on or after 16 December 2022.

N. CONSTANT, Chief Commissioner
D. SLOAN, Commissioner
J. WEBSTER, Commissioner

(677)

SERIAL C9561**TRANSPORT INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 242253 of 2022)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner Webster

14 September 2022

VARIATION

1. Delete Part B, Monetary Rates, of the award published 29 July 2022 (392 I.G. 545) and insert in lieu thereof the following:

PART B**MONETARY RATES**

Table 1 – Wages (Clause 1.1 – General Rates)			
	Former Rate Per Week	SWC 2022 Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2023
	\$	%	\$
Transport Worker Grade One	867.63	2.53	889.58
Transport Worker Grade Two	892.3	2.53	914.88
Transport Worker Grade Three	909.45	2.53	932.46
Transport Worker Grade Four	924.49	2.53	947.88
Transport Worker Grade Five	962.89	2.53	987.25
Transport Worker Grade Six	972.53	2.53	997.14
Transport Worker Grade Seven	1001.66	2.53	1027
Transport Worker Grade Eight	1061.56	2.53	1088.42

Table 2 - Wages (Clause 1.2 Mobile Cranes &c., Rates)			
	Former Rate Per Week	SWC 2022 Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2023
	\$	%	\$
(i) Mobile Cranes			
Grade A	1053.34	2.53	1079.99
Grade B	1077.32	2.53	1104.58
Grade C	1100.92	2.53	1128.77
Grade D	1124.53	2.53	1152.98
Additional Amount	23.85	2.53	24.45
(ii) Mobile Hydraulic Platforms			
Grade A	961.01	2.53	985.32
Grade B	966.31	2.53	990.76
Grade C	1001.2	2.53	1026.53
Grade D	1025.28	2.53	1051.22
Grade E	1053.34	2.53	1079.99
Additional Amount	2.23	2.53	2.29

Grade F	1053.34	2.53	1079.99
(iii) Crane Offsider	1053.34	2.53	1079.99
(iv) Advanced Crane Offsider	1100.92	2.53	1128.77

	Former Rate Per Week	SWC 2022 Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2023
	\$	%	\$
Grade A	978.99	2.53	1003.76
Grade B	1007.77	2.53	1033.27
Grade C	1024.92	2.53	1050.85
Grade D	1037.02	2.53	1063.26
Grade E	1046.89	2.53	1073.38
Grade F	1086.6	2.53	1114.09

	Former Rate Per Week	SWC 2022 Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2023
	\$	%	\$
Grade A	946.57	2.53	970.52
Grade B	966.31	2.04	990.76
Grade C	1001.2	2.04	1026.53
Grade D	1025.28	2.04	1051.22
Grade E	1053.34	2.04	1079.99
Additional Amount	2.23	2.04	2.29

	Former Rate Per Week	SWC 2022 Increase	New Rate Per Week
	\$	%	\$
Furniture Removalist Offsider	876.55	2.53	898.73

	Former Rate Per Week	SWC 2022 Increase	New Rate Per Week
	\$	%	\$
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	874.91	2.53	897.05

Item No.	Clause No.	Brief Description	Former Rate	SWC 2022 Increase	New Rate effective from the first full pay period on or after 1 April 2023
			\$	%	\$
1	2.1	Furniture Removals	38.28 per week	2.53	39.25
2	2.2.1	Driving agitator trucks	0.74 per hour	2.53	0.76
3	2.2.1	Maximum Payment - agitator trucks	29.32 per week	2.53	30.06
4	2.2.2	Delivery/placement of concrete rate	2.33 per week	2.53	2.39
5	2.3	Leading Hands	46.19 per week	2.53	47.46

6	2.4	Collecting Butcher Bones, Fat, etc.	9.65 per week	2.53	9.89
7	2.5	Extra Horses	23.96 per horse	2.53	24.57
8	2.6	Working in Forests	30.24 per week	2.53	31.01
9	2.7.1.2	Long/wide loads	2.33 per hour or part thereof	2.53	2.39
10	2.7.1.2	Long/wide loads - minimum payments	9.65 per day	2.53	9.89
11	2.7.1.3	Long/wide loads	4.54 per hour or part thereof	2.53	4.65
12	2.7.1.3	Long/wide loads - minimum payment	17.91 per day	2.53	18.36
13	2.7.2	Rear-end steering	6.51 per day	2.53	6.67
14	2.7.2	Rear-end steering - minimum payment	26.18 per day	2.53	26.84
15	2.8	HIAB cranes, etc.	42 per day	2.53	0.43
16	2.9	Removal and Delivery of Furniture, etc.	7.68 per day	2.53	7.87
17	2.1	Handling diapers - weekly employees	3.26 per week	2.53	3.34
18	2.1	Handling diapers - casual employees	0.61 per day	2.53	0.63
19	2.11	In charge of plant	22.46 per week	2.53	23.03
20	2.12.1	Collecting moneys - > \$30 - \$150	7.2 per week	2.53	7.38
21	2.12.2	Collecting moneys - > \$150 - \$250	10.12 per week	2.53	10.38
22	2.12.3	Collecting moneys - > \$250 - \$400	14.65 per week	2.53	15.02
23	2.12.4	Collecting moneys - > \$400 - \$600	21.41 per week	2.53	21.95
24	2.12.5	Collecting moneys - \$600	28.5 per week	2.53	29.22
25	2.13.1	Carrying goods - on the level	1.39 per tonne	2.53	1.43
26	2.13.2	Carrying goods - upstairs	2.1 per tonne	2.53	2.15
27	2.14	Carrying salt	1.39 per tonne	2.53	1.43
28	2.15.1.1	Obnoxious materials - soda, ash, etc.	1.29 per hour	2.53	1.32
29	2.15.1.2	Obnoxious materials - oxides	0.93 per hour	2.53	0.95
30	2.15.2	Obnoxious materials - loading and unloading	1.29 per hour	2.53	1.32
31	2.15.3	Obnoxious materials - transportation	0.7 per hour	2.53	0.72
32	2.15.7	Obnoxious materials - blast furnaces, etc.	1.04 per hour	2.53	1.07
33	2.16	First Aid	3.13 per day	2.53	3.21
34	2.17	Garaging	29.43 per week	2.53	30.17

Item No.	Clause No.	Brief Description	Former Rate	SWC 2022 Increase	New Rate effective from the first full pay period on or after 1 April 2023
			\$	%	\$
1	7.4.3	Overnight Expenses	51.53 per day	2.53	52.83
2	7.6	Weekend/Holiday Expenses	47.82 per day	2.53	49.03
3	7.7	Camping out - weekly	111.08 per week	2.53	113.89
4	7.7	Camping out - daily	16.06 per day	2.53	16.47

Clause No.	Brief Description	Former Amount	SWC 2022 Increase	New Rate effective from the first full pay period on or after 1 April 2023
		\$	%	\$
8.2.1	Meal Allowance	15.69	2.53	16.09

Item No.	Classification	Former Amount (cents/km)	SWC 2022 Increase	New Rate effective from the first full pay period on or after 1 April 2023 (cents/km)
			%	
1	Transport Workers Grade 7 and below	40.76	2.53	41.79
2	Transport Workers Grade 8	42.64	2.53	43.72

	Former Rate Per Week	SWC 2022 Increase	New Rate Per Week effective from the first full pay period on or after 1-Apr-22
	\$	%	\$
Transport Worker Grade One	700.35	2.53	718.07
Transport Worker Grade Two	724.91	2.53	743.25
Transport Worker Grade Three	741.82	2.53	760.59
Transport Worker Grade Four	756.02	2.53	775.15
Transport Worker Grade Five	794.68	2.53	814.79
Transport Worker Grade Six	803.73	2.53	824.06
Transport Worker Grade Seven	832.27	2.53	853.33
Transport Worker Grade Eight	891.61	2.53	914.17

	Former Rate Per Week	SWC 2022 Increase	New Rate Per Week effective from the first full pay period on or after 1-Apr-22
	\$	%	\$
Transport Worker Grade One	780.82	2.53	800.57
Transport Worker Grade Two	808.08	2.53	828.52

Transport Worker Grade Three	826.97	2.53	847.89
Transport Worker Grade Four	843.43	2.53	864.77
Transport Worker Grade Five	885.72	2.53	908.13
Transport Worker Grade Six	896.41	2.53	919.09
Transport Worker Grade Seven	928.72	2.53	952.22
Transport Worker Grade Eight	994.74	2.53	1019.91

Table 13 - Income Protection on Seven Day Rosters - Saturday and Sunday (Clause 3.2.3)			
	Former Rate Per Week	SWC 2022 Increase	New Rate Per Week effective from the first full pay period on or after 1-Apr-23
	\$	%	\$
Transport Worker Grade One	1048.07	2.53	1074.59
Transport Worker Grade Two	1084.72	2.53	1112.16
Transport Worker Grade Three	1110.09	2.53	1138.18
Transport Worker Grade Four	1132.17	2.53	1160.81
Transport Worker Grade Five	1189.02	2.53	1219.1
Transport Worker Grade Six	1203.36	2.53	1233.81
Transport Worker Grade Seven	1246.94	2.53	1278.49
Transport Worker Grade Eight	1335.29	2.53	1369.07

2. This variation will take effect from the first full pay period to commence on or after 1 April 2023.

N. CONSTANT, *Chief Commissioner*
D. SLOAN, *Commissioner*
J. WEBSTER, *Commissioner*

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(1361)

SERIAL C9563

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 241944 of 2022)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner Webster

17 August 2022

VARIATION

- Delete Part 9 - Monetary Rates, of the award published 29 July 2022 (392 I.G. 482) and insert in lieu thereof the following:

PART 9 - MONETARY RATES

Table 1 - Rates of Pay

	Previous Rate (SWC 2021) 2.50% \$	Current Rate (SWC 2022) 4.60% \$
Theatrical Employee Level 1	770.65	812.60
Theatrical Employee Level 2	844.26	884.26
Theatrical Employee Level 3	874.90	915.15
Theatrical Employee Level 4	939.12	982.32
Theatrical Employee Level 5	969.77	1014.38
Theatrical Employee Level 6	1028.18	1075.48
Theatrical Employee Level 7	1089.45	1139.56

Table 2 - Other Rates and Allowances

Item No.	Clause No.		CPI classification	Total min per wk from first full pay period after 28/10/2021 \$	Percentage Increase based on CPI classification (SWC Case 2022)	Total min per wk from first full pay period after 01/09/2022 \$
1	20.1.1	Heads of Department Supplying Own tools	Work Related	11.45	4.60%	11.98

2	20.1.1	Other Employees providing basic tools	Work Related	1.19	4.60%	1.24
3	20.2	Laundry Allowance - Blouses and Shirts	All groups	3.43	6.10%	3.64
4	20.2	Laundry Allowance - Other Garments	All groups	8.90	6.10%	9.44
5	20.2	Laundry Allowance - Other than weekly employees	All groups	2.73	6.10%	2.90
6	20.2	Laundry Allowance - Other Employees Maximum per week	All groups	12.40	6.10%	13.16
7	20.3	Front of House - Shoes other than black	Clothing and footwear	2.46	1.60%	2.50
8	20.3	Front of House - Shoes other than black maximum per week	Clothing and footwear	6.24	1.60%	6.34
9	20.4.1(a)	Costume more unusual than reasonably necessary engaged by the week	Clothing and footwear	9.35	1.60%	9.50
10	20.4.1(b)	Costume more unusual than reasonably necessary – other than engaged by the week	Clothing and footwear	1.86	1.60%	1.89
11	20.5.1	Allowance per recording	Work Related	137.26	4.60%	143.57
12	23.5	Meal Allowance	Take away and fast foods sub-group	10.70	4.60%	11.19
13	23.6	Meal Allowance	Take away and fast foods sub-group	16.27	4.60%	17.02
14	34.8.2	Travel period less than one week	Domestic holiday travel and accommodation sub-group	180.99	7.80%	195.11
15	34.8.3	Travel period greater than one week - per week	Domestic holiday travel and accommodation sub-group	632.28	7.80%	681.60
16	34.8.3	Travel period greater than one week -per night	Domestic holiday travel and accommodation sub-group	126.49	7.80%	136.36

17	38.8.6(a)	Cash Allowance per week	Domestic holiday travel and accommodation sub-group	632.28	7.80%	681.60
18	38.8.6(b)	Cash Allowance per night	Domestic holiday travel and accommodation sub-group	126.49	7.80%	136.36
19	34.9	Meals - per day	Take away and fast foods sub-group	59.67	4.60%	62.41
20	34.9	Meals - maximum per week	Take away and fast foods sub-group	298.38	4.60%	312.11
21	34.1	Incidentals - per day	Domestic holiday travel and accommodation sub-group	17.89	7.80%	19.29
22	34.1	Incidentals - maximum per week	Domestic holiday travel and accommodation sub-group	89.47	7.80%	96.45

Table 3 - Reimbursement of Expenses

Destination	Previous rate Amount first full pay period on or after 08/10/2021 \$	Current rate Amount first full pay period on or after 01/09/2022 \$
Sydney and Melbourne	1207.47	1,263.01
Adelaide, Hobart, Perth and Brisbane	913.26	955.27
Canberra	1064.89	1,113.87
Other Places	832.43	870.72

3. This variation will take effect from the beginning of the first full pay period to commence on or after 1 September 2022.

N. CONSTANT, *Chief Commissioner*
D. SLOAN, *Commissioner*
J. WEBSTER, *Commissioner*