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INDUSTRIAL GAZETTE

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CROWN EMPLOYEES (AUDIT OFFICE) AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 307 of 2015)

Before The Honourable Justice Walton, President

4 June 2015

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

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PART A

1. Title

This Award shall be known as Crown Employees (Audit Office) Award 2015.

2. Definitions

"Act" means the Government Sector Employment Act 2013.

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

"Agreement" means an agreement referred to in section 51 of the Act or an agreement as defined in the Industrial Relations Act 1996.

"Approved post graduate studies" means studies undertaken by an Audit Professional Level A, Level 2 to 4 Performance Audit employee, who already holds an undergraduate qualification. Approval rests with the Deputy Auditor-General and will be granted on the basis of relevance to the employee's role, current and future, and the perceived return on the investment for the Audit Office.

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

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

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

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

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

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

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

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

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

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

"Continuous Service" means service as defined by Schedule 3A of the Public Sector Employment and Management Act 2002 and relevant sections of the NSW Government Personnel Handbook.

"Contract hours" for the day for a full time employee, means one fifth of the full time ordinary working hours, as defined in Part A, Clause 9.1.(a) of this award. For a part time employee, contract hours for the day means the hours usually worked on the day.

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

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

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

"Day worker" means an employee who works the ordinary working hours as defined in Part A, Clause 9.1(a).

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

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

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

"Extended leave" means extended (long service) leave to which an employee is entitled under the provisions of the Government Sector Regulation 2014, as amended from time to time.

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

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

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

"Headquarters" means place of employment as defined in Part A, Clause 11.1(b)

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

"Local holiday" means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.

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

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

"On duty" means the time required to be worked for the Audit Office. For the purposes of Annexure 4, Clause 53, Trade Union Activities Regarded as On Duty, on duty means the time off with pay given by the Audit Office to the Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.

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

"Ordinary hourly rate of pay" means the hourly equivalent of the annual rate of pay of the classification calculated using the formula set out in Annexure 4, clause 12, Casual Employment.

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

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

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

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

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

"Professional qualifications" means full membership of the Institute of Chartered Accountants in Australia or CPA Australia or, for Performance Audit employees, appropriate agreed equivalent qualifications.

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

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

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

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

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

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

"Remuneration Committee" means a committee established by the Auditor-General to assess annual remuneration recommendations.

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

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

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

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

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

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

"Service" means continuous service for remuneration purposes.

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

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

"Supervisor" means the immediate supervisor or manager of the area in which an employee is employed or any other employee authorised by the Business Unit Leader to fulfil the role of a supervisor or manager.

"Temporary work location" means place of work as defined by Part A, Clause 11.1(a) or for country travel and the employee temporarily performs official duty away from "Place of Employment" as defined in Part A, Clause 11.1(b).

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

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

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

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

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

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

3. Statement of Intent

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

4. Parties

The parties to this Award are:

The Audit Office of New South Wales

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

5. Basis of Employment and Remuneration

5.1 Basis of Employment

- (a) The employment of Audit Office employees is subject to Section 33B of the Public Finance and Audit Act 1983. Consequently they are appointed at the discretion of the Auditor-General.
- (b) It is the intention of the parties to this award that the Audit Office's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Audit Office prior to the initiation of any external recruitment. Appointment to a position at the Audit Office will involve a three month probationary period or such period as the Auditor-General directs. The probationary period applies to all employees.
- (c) Subject to Section 33B of the Public Finance and Audit Act 1983, the Auditor-General will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW employers.

- (d) A temporary employee may be directly appointed to a permanent position if the employee has filled that position for two years on a temporary basis and was initially recruited under merit selection.
- (e) Resignation - two weeks notice in writing is required unless the Audit Office agrees to a lesser period of notice.
- (f) Termination of employment- two weeks notice shall be given to an employee, or, in lieu of notice, the Audit Office may grant payment in lieu.

5.2 Basis for Calculating Remuneration

The basis for calculating remuneration for employees in the Audit Office is Total Employment Cost (TEC). TEC is expressed as the total of base pay, Superannuation Guarantee Contribution and annual leave loading.

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

5.3 Broad Remuneration Bands

- (a) This Award prescribes the remuneration bands for Audit Professional employees, Corporate Professional employees and Corporate Administrative employees in Part B, Tables 1 and 2.
- (b) Market benchmarking is used to inform the determination of remuneration bands for each classification in Part B, Tables 1 and 2.

5.4 Variations to Remuneration Bands

- (a) From the beginning of the first pay period to commence on or after 1 July 2015, the remuneration bands are set out in Part B, Tables 1 and 2

5.5 Appointment and Progression

- (a) Audit Professional Levels B and C, Corporate Professional Levels A, B and C and Corporate Administrative Levels 1 to 4, may be appointed at any point within the relevant remuneration band depending on experience, skills and the remuneration necessary to attract them to the position.
- (b) Appointment to Audit Professional Levels B and C is dependent on satisfactory completion of their professional qualifications or approved post graduate studies.
- (c) This Award prescribes the appointment and progression criteria for Audit Professional Level A at Annexure 1.
- (d) School Leavers will normally be appointed to Auditor Professional Level A, Level 1, Pay Point 1, as set out in Table 2 and will progress as described in Annexure 1. However the Auditor-General may appoint auditors at any pay point dependent on their qualifications, skills and experience.
- (e) Graduates will normally be appointed to Auditor Professional Level A, Level 2, Pay Point 1 as set out in Table 2 and will progress as described in Annexure 1. However the Auditor-General may appoint auditors at any pay point dependent on their qualifications, skills and experience.
- (f) The Auditor-General may determine the commencing remuneration for new Graduates within the band spanning Auditor Professional Level A, Level 2, Pay Point 1 to Auditor Professional Level A, Level 2, Pay Point 2.

5.6 Corporate Administrative Employees

- (a) Corporate Administrative employees are those who, who at the time this Award is registered are employed, classified and graded for remuneration purposes in accordance with the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007.
- (b) Corporate Administrative employees will continue to be employed under the conditions set out in Part A, Clause 5.6 (a) until Part A, Clause 5.6 (c) occurs.
- (c) As each role classified and graded for remuneration purposes in accordance with the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 at the commencement of this award, falls vacant due to resignation or promotion, that role will be replaced with an equivalent role under this award. This equivalent role is defined as a "replacement role".
- (d) Remuneration bands for the replacement roles are set out in Part B, Table 1.

6. No extra claims

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

7. Annual Remuneration Assessment - Audit Professionals Levels B and C, Corporate Professionals Levels a, B and C, Corporate Administrative Levels 1 to 4

7.1 General

- (a) Remuneration for these employees will be determined annually based on assessed contribution in accordance with the competency zones and minimum guaranteed pay levels set out in Annexure 2.
- (b) Determinations resulting from the annual remuneration assessment will have the same effective date as the annual changes to the remuneration bands i.e. effective first pay period to commence in July each year. Remuneration determinations will be expressed in terms of a percentile of the relevant remuneration band and will be applied to the adjusted dollar range of the remuneration bands.
- (c) The remuneration of all Audit Professional Levels B and C, Corporate Professional Levels A, B and C and Corporate Administrative Levels 1 to 4 will at least be maintained at the same level at each annual remuneration assessment except where:
 1. an employee's performance has been assessed as "unsatisfactory" and a formal process for managing unsatisfactory performance results in a recommendation to reduce remuneration. In these circumstances the reduction may not be below the minimum guaranteed levels set out in Annexure 2; or
 2. an employee is initially assessed at a percentile rate in the Superior or Expert zone, but the next assessment does not support or does not fully support that assessment.
- (d) In the circumstance where an employee is initially assessed at a percentile rate in the Superior or Expert zone, the following applies:

Superior

When an employee is first assessed as "superior" (as defined in Annexure 2), the employee's remuneration will be set at the maximum of the competent zone and the balance paid as an allowance for the first 12 months. If the Superior assessment is confirmed at the next annual

remuneration assessment (which may be higher or lower than the first "superior" assessment), the employee's remuneration will be confirmed at the level of the second assessment.

If the assessment at the second remuneration assessment is below the superior zone, then the employee's remuneration will be set at the maximum of the competent zone and will be maintained at that level.

Expert

When an employee is first assessed as "expert" (as defined in Annexure 2), the employee's remuneration will be set at the maximum of the superior zone and the balance paid as an allowance for the first 12 months. If the Expert assessment is confirmed at the next annual remuneration assessment (which may be higher or lower than the first "expert" assessment) the employee's remuneration will be confirmed at the level of the second assessment.

If the assessment at the second remuneration assessment is below the Expert zone, then the employee's remuneration will be set at the maximum of the superior zone and will be maintained at that level.

- (e) Other than the exceptions described in Part A, Clause 7.1 (c) and (d), if an employee is assessed at a percentile lower than their current level and that would result in a reduction in remuneration, they will continue to be paid at the same dollar level until such time as the remuneration for their assessed percentile exceeds their remuneration in dollars through movement of the remuneration bands or the annual remuneration assessment process.
- (f) During an Annual Remuneration Assessment, remuneration will be reviewed but will not necessarily be increased as a result of such review.
- (g) The remuneration assessment process will include the following elements:
 1. The assessment will be conducted within business guidelines issued by the Audit Office from time to time.
 2. Recommendations will be prepared by Business Unit Leaders based on a range of inputs, which will include, but will not be limited to, performance reviews and advice from other senior employees. Other considerations will include potential for development, specialist skills or knowledge and contribution to Audit Office objectives. Guidelines current at the date of this Award are included in Annexure 2.
 3. Business Unit Leaders within a Branch will review all recommendations for their Branch and forward them to the next level of management for review.
 4. A Remuneration Committee will review and consider the recommendations on remuneration for individuals and forward these to the Auditor-General for approval.

7.2 Review of Assessment

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

8. Performance Management

The Performance Review and Development process is integral to and supports the annual remuneration assessment process. Full details of the Audit Office Performance Review and Development process are set out

in a number of documents which are maintained and reviewed regularly by the Audit Office for appropriateness and ability to deliver organisation objectives. All process documents are freely available to employees on the Audit Office intranet.

9. Flexible Work Practices

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

The parties to this award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours arrangement.

9.1 Flexible Working Hours

- (a) Ordinary Working Hours - full-time ordinary working hours shall be 35 hours per week, Monday to Friday.
- (b) Settlement period - the settlement period shall be one calendar month.
- (c) Flex Contract Hours - the contract hours for a settlement period shall be calculated by multiplying the available working days and public holidays by 7.
- (d) Flex Year - the Flex Year is 1 January to 31 December.
- (e) Bandwidth - the bandwidth shall be between the hours of 6am and 10pm
- (f) Coretime - employees must work a minimum of 3.5 consecutive hours (excluding meal breaks) between 9am and 5pm.
- (g) Attendance - a maximum of 10 hours per day can be worked as flex time. An employee's attendance outside the hours of a standard day, but within the bandwidth, shall be subject to the availability of work. Employees may be asked to leave work at the expiry of 7 hours. Time of attendance at work is always subject to the needs of the Audit Office and the agreement of the employee's manager.
- (h) Flex Leave - can be taken in multiples of half days. Flex leave may only be taken with the approval of the employee's manager. Up to 2 days flex leave can be taken per settlement period and may be taken consecutively, but cannot be combined with flex leave from another settlement period, except:
 1. For employees other than Financial Audit employees, where up to 5 consecutive days flex leave may be taken in each half of the flex year, but cannot be combined.
 2. For Financial Audit employees, where up to 5 consecutive days flex leave may be taken between 1 January and 30 June, and any carry over of up to 10 days (70 hours) at 31 October must be taken as flex leave (consecutive or otherwise) between 1 November and 31 December.
- (i) A maximum of 24 flex days can be taken per flex year. During designated busy periods, employees may take flex leave only with the approval of their manager. Designated busy periods are:
 1. Financial Audit - 1 July to 31 October and 1 February to 30 April.
 2. Other areas of the Audit Office - where flex leave is restricted by fluctuating busy periods, Business Unit Leaders will determine these periods for their respective areas.

- (j) Carry Over:
1. A maximum credit carry over of 70 hours to the next settlement period within a flex year applies to all employees except Financial Audit employees as per Clause 9.1(j) 2.
 2. Credit hours are to be cleared by 31 December each year with a maximum carry over of 10 hours to the new flex year except for:

Financial Audit employees can carry over 105 hours during the period 1 July to 31 December. Where the carry over is more than 70 hours at 31 October, the hours above 70 and up to 105 may also be taken as flex leave by close of business 31 December. Where this is not practical those hours will be carried over to the new flex year (this carry over includes the 10 hours for all employees, however will not exceed 35 hours).
- (k) The maximum debit carry over is 10 hours at all times.
- (l) Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the employee elects to be granted available recreation or extended leave to offset the excess.
- (m) Meal breaks - there will be a minimum meal break of 30 minutes in every 5 hour period of continuous work. There is no maximum period for a meal break. Employees should consult with their manager in the taking of meal breaks.
- (n) The employee and their manager must develop a strategy to ensure that accumulated Flex Leave is monitored and taken in accordance with these arrangements and not forfeited.
- (o) Completion of Flex Sheets
1. Employees are required to return their monthly flex sheets to their manager for approval no later than one week following the end of the settlement period to which they relate.
 2. Managers are obliged to return approved flex sheets to the Remuneration and Conditions Manager no later than two weeks following the end of the settlement period to which they relate.
 3. A Manager will refuse to approve flex leave if flex sheets are not up to date and in agreement with the practice management system.
 4. A Manager will not approve flex taken in conjunction with other forms of leave, unless the appropriate form is submitted in advance of the leave.

9.2 Other Flexible Work Practices

The options available for other flexible work practices are detailed in Annexure 3.

10. Overtime

- 10.1 Employees may be directed to work overtime, but this must be pre-approved as delegated by the Auditor-General.
- 10.2 An employee may be directed by the Audit Office to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where to do so would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (a) The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements
 - (b) Any risk to an employee's health and safety

- (c) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services
 - (d) The notice (if any) given by the Audit Office regarding the working of the overtime, and by the employee of their intention to refuse overtime or
 - (e) Any other relevant matter.
- 10.3 Overtime will apply when employees are directed to work:
- (a) More than 8 hours on a working day, or
 - (b) Before 7.30am or beyond 7pm on a working day, or
 - (c) On a weekend or public holiday.
- 10.4 All overtime will be credited as time in lieu as follows:
- (a) In the case of employees up to and including Audit Professional Level B, Corporate Professional Level A, and Corporate Administrative Levels 1 to 4, in accordance with overtime conditions as set out from time to time in Annexure 4.
 - (b) For employees above those levels, at the rate of time and one half.
- 10.5 Time in lieu of overtime must be taken within 3 months of accrual as a general rule. This time limit may be extended during designated busy periods within the Flex Time arrangements, on a basis consistent with any extended settlement period for Flex Time. Any request to extend the time limit must be made prior to the three month expiry period.
- 10.6 Cash payment for overtime credited as time in lieu may be made at the discretion of the Audit Office where circumstances warrant. Business Unit Leader approval is required.
- 10.7 Payment for overtime credited as time in lieu will be calculated as remuneration less the 9% superannuation component. At all remuneration levels the rate for calculating payments will be capped at the 45th percentile of the remuneration band for the Audit Professional Level B classification less the 9% superannuation component.
- 10.8 Rates - Overtime shall be paid at the following rates:
- (a) Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the outside the bandwidth
 - (b) Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter
 - (c) Sundays - All overtime worked on a Sunday at the rate of double time
 - (d) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- 10.9 An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- 10.10 Rest Periods
- (a) An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.

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

11. Travel Time and Expenses

11.1 Excess Travel

- (a) Place of Work

"Place of work" means the Greater Metropolitan Area defined by a boundary drawn from: to the north, from Broken Bay by the boundary created by the Hawkesbury River to Windsor; to the west, from Windsor by the boundary created by the Nepean River to Camden; to the east, directly across to Campbelltown, then across to the southern boundary of the Royal National Park and Port Hacking.

- (b) Place of Employment

"Place of Employment" means 1 Margaret Street, Sydney.

- (c) Travel time

Travel time from home to "place of work" does not form part of working hours. However, excess travel time may be included in working hours where the time spent travelling to and from home and "place of work" in a 5 day working week exceeds 2.5 hours more than the time it would normally take to travel to and from home and "place of employment". The amount exceeding 2.5 hours will be deemed to be excess travel and may be treated as working hours.

11.2 Travel Expenses

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

11.3 Country Travel

Travel outside of the Greater Metropolitan Area, where overnight accommodation is approved, shall be paid in accordance with the rates as set out from time to time in Annexure 4.

11.4 Excess Travelling Time

An employee directed by the Audit Office to travel on official business outside the usual hours of duty to perform duty at a location other than their place of employment will, at the Audit Office's discretion, be compensated for such time either by:

- (a) Payment calculated in accordance with the provisions contained in Part A Clause 11, or
- (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the employee's manager.

11.5 Compensation under paragraphs 11.4(a) and 11.4(b) of this clause shall be subject to the following conditions:

- (a) On a non-working day, subject to the provisions of paragraphs 11.6(d), 11.6(e), 11.6(f) and 11.6(g) of this clause, all time spent travelling on official business;

- (b) On a working day, subject to the provisions of subclause 11.6 of this clause, all time spent travelling on official business outside the contract hours ,
- provided the period for which compensation is being sought is more than a half an hour on any one day.

11.6 Compensation for excess travelling time shall exclude the following:

- (a) Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided
- (b) Travel not undertaken by the most practical available route and by the most practical and economic means of transport
- (c) Working on board ship where meals and accommodation are provided
- (d) Any travel undertaken by an employee whose salary includes an all incidents of employment component
- (e) Time within the flex time bandwidth
- (f) Travel overseas.

11.7 Compensation

- (a) Time off in lieu or payment for excess travelling time or waiting time will not granted or made for more than eight hours in any period of 24 consecutive hours.
- (b) Payment for travelling time calculated in terms of this clause shall be at the employee's ordinary rate of pay on an hourly basis calculated as follows:

Annual salary	X	5	X	1
1		260.89		Normal hours of work

- (c) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (d) Employees whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.

11.8 Waiting Time

When an employee travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to Part A Clause 11.6.

12. Study Support

- 12.1 The Audit Office is committed to providing study support for employees undertaking tertiary courses, postgraduate degrees and professional qualifications relevant to its business.
- 12.2 The granting of all study support is discretionary.
- 12.3 The Audit Office is also committed to providing specific study support programs for school leavers to complete an initial degree in accounting and those entering at graduate level to complete professional qualifications with the Institute of Chartered Accountants in Australia or CPA Australia.

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

13. Anti-Discrimination

- 13.1 It is the intention of the parties bound by this Award to achieve the objectives set out in Section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 13.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Award that, by its terms or operation, has a direct or indirect discriminatory effect.
- 13.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 13.4 Nothing in this clause is to be taken to affect:
- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation
 - (b) Offering or providing junior rates of remuneration 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.
- 13.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 13.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 13.7 Section 56(d) of the Anti-Discrimination Act 1977 provides:
- "Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

14. Industrial Dispute Settlement Procedure

- 14.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority, if required.
- 14.2 An employee is required to notify their immediate manager in writing, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 14.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, directly to the Auditor-General or delegate.

- 14.4 The immediate manager, or the person notified, shall convene a meeting in order to resolve the grievance, dispute or difficulty as soon as practicable, of the matter being brought to attention.
- 14.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Auditor-General.
- 14.6 If the matter remains unresolved, the Auditor-General shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 14.7 An employee, at any stage, may request representation by their Association.
- 14.8 The employee or the Association on their behalf or the Auditor-General may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 14.9 The employee, the Association and the Audit Office shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 14.10 Whilst the procedures outlined in subclauses 14.1 to 14.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties. In a case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

15. Deduction of Association Membership Fees

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

16. Secure Employment

- 16.1 Objective of this Clause

The objective of this clause is for the Audit Office to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the Audit Office

workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

16.2 Casual Conversion

- (a) A casual employee engaged by the Audit Office on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) The Audit Office shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph 16.2(a), upon receiving notice under paragraph 16.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Audit Office that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the Audit Office shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Audit Office refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the Audit Office, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Audit Office.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 16.2(c), the Audit Office and employee shall, in accordance with this paragraph, and subject to paragraph 16.2(c), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment, and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW).

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

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

- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

16.3 Work Health and Safety

- (a) 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 which might otherwise have been carried out by that other employer's own employees.
- (b) Where the Audit Office engages a labour hire business and/or a contract business to perform work wholly or partially on its premises it shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace work 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 Audit Office employees, and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 16.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

16.4 Disputes Regarding the Application of this clause

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

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

17. Area, Incidence and Duration

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

- 17.2 Other terms and conditions, except as provided for within this Award, shall be those set out in Annexure 4, Audit Office Conditions of Employment.
- 17.3 The terms and conditions provided for within this Award take precedence over Audit Office published policies. Where neither this Award nor an Audit Office published policy provides guidance reference will be made to the NSW Government Personnel Handbook.
- 17.4 If, during the currency of this award, the Crown Employees (Public Service Conditions of Employment) Award 2009, is amended or varied, a meeting of the Audit Office Award Negotiation Team will take place to review, discuss and make recommendations to the Auditor-General and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, about whether those amendments and variations should be adopted as an amendment or variation to Annexure 4. The meeting, its composition, negotiations and decision making process, will be governed by its Charter dated 10 March 2009 or subsequent versions of that Charter amended with the approval of the Award Negotiation Team.
- 17.5 This award rescinds and replaces the Crown Employees (Audit Office) Award 2009 published 10 August 2012 (373 I.G. 1102). It shall commence on 1 July 2015 and has a nominal expiry date of 30 June 2016.
- 17.6 This award complies with Section 19 of the Industrial Relations Act 1998.

PART B

Table 1 - Remuneration Bands

Effective from the beginning of the first pay period to commence on or after 1 July 2015

Classifications	1 July 2015 to 30 June 2016	
	\$	\$
Audit Professional Level A	37,331	95,794
Audit Professional Level B	90,160	134,361
Audit Professional Level C	126,788	178,094
Corporate Professional Level A	90,599	126,992
Corporate Professional Level B	109,000	168,842
Corporate Professional Level C	161,382	196,262
Corporate Administrative Level 1	41,989	52,637
Corporate Administrative Level 2	50,388	63,517
Corporate Administrative Level 3	60,678	77,593
Corporate Administrative Level 4	74,045	93,798

Table 2 - Audit Professional Level A Pay Points

1 July 2014 to 30 June 2015					
	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4	Pay Point 5
	\$	\$	\$	\$	\$
Level 1	37,331	40,289	45,080	52,124	-
Level 2	57,758	62,687	-	-	-
Level 3	67,619	73,254	78,889	-	-
Level 4	81,706	85,933	90,160	92,975	95,794

Auditors who are full members of the ICAA or CPAA are entitled to additional remuneration of \$1,000 per annum. Performance Auditors who have completed an approved post graduate qualification relevant to their role are entitled to additional remuneration of \$1,000 per annum.

ANNEXURE 1

Progression within Audit Professional Level A, Levels 1 - 4 Financial Audit

Progression Within Level			
Audit Professional Level A, Level 1	Audit Professional Level A, Level 2	Audit Professional Level A, Level 3	Audit Professional Level A, Level 4
<p>School leavers commence on the minimum remuneration of Audit Professional Level A, Level 1, Pay Point 1</p> <p>After 6 months from commencement school leavers progress to Audit Professional Level A, Level 1, Pay Point 2</p> <p>After 12 months from commencement confirm or reject permanent appointment. If confirmed progress to Audit Professional Level A, Level 1, Pay Point 3</p> <p>After 18 months from commencement school leavers progress to the maximum remuneration of Audit Professional Level A, Level 1, Pay Point 4</p>	<p>Graduates commence on Audit Professional Level A, Level 2, Pay Point 1</p> <p>After 12 months confirm or reject permanent appointment of Graduates.</p> <p>Appoint to Audit Professional Level A, Level 2, Pay Point 2 if progression to Audit Professional Level A, Level 3 is not achieved.</p>	<p>Commence on Audit Professional Level A, Level 3, Pay Point 1</p> <p>After 12 months progress within Audit Professional Level A, Level 3 Pay Points if progression to Audit Professional Level 4 is not achieved</p> <p>After this, can progress within the Pay Points range of Audit Professional Level A, Level 3, subject to satisfactory work performance as evidenced by performance reviews and study progress</p>	<p>Commence Audit Professional Level A, Level 4, Pay Point 1</p> <p>After 12 months progress within Audit Professional Level A, Level 4 Pay Points, subject to assessment, which will consider progress in their professional qualifications (school leavers must have commenced studies to progress within the Pay Points); achievement of competencies as evidenced by performance reviews; completion of Learning & Development requirements, and contribution to Audit Office objectives</p>

Progression to Next Level			
Audit Professional Level A, Level 1	Audit Professional Level A, Level 2	Audit Professional Level A, Level 3	Audit Professional Level A, Level 4
<p>School leavers progress to Audit Professional Level A, Level 2, Pay Point 1 after initial 24 months, subject to satisfactory performance in work as evidenced by performance reviews and progress with their undergraduate studies.</p>	<p>Graduates - progress to Audit Professional Level A, Level 3, Pay Point 1 subject to satisfactory work performance as evidenced by performance reviews and satisfactory progress towards their professional qualifications. School leavers - progress to Audit Professional Level A,</p>	<p>Graduates - Progress to Audit Professional Level A, Level 4, Pay Point 1 subject to assessment, which will consider progress towards their professional qualifications; achievement of competencies as evidenced by performance reviews; completion of Learning</p>	<p>Progression from Audit Professional Level A, Level 4 or other Pay Points within Level A, to Audit Professional Level B will not take place unless the employee has fully completed their professional qualifications.</p>

	Level 3, Pay Point 1 subject to satisfactory work performance as evidenced by performance reviews and progress with their undergraduate studies.	& Development requirements, and contribution to Audit Office objectives. School leavers - progress to Audit Professional Level A, Level 4, Pay Point 1 subject to completion of their undergraduate studies, and satisfactory work performance as evidenced by performance reviews.	
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Progression in Audit Professional Level A, Levels 1 - 4 Performance Audit

Progression Within Level			
Audit Professional Level A, Level 1	Audit Professional Level A, Level 2	Audit Professional Level A, Level 3	Audit Professional Level A, Level 4
Not applicable - no Performance Audit staff appointed as school leavers.	Graduates commence on Audit Professional Level A, Level 2, Pay Point 1 After 12 months confirm or reject permanent appointment of Graduates. Appoint to Audit Professional Level A, Level 2, Pay Point 2 if progression to Auditor Level 3 is not achieved.	Commence on Audit Professional Level A, Level 3, Pay Point 1 After 12 months progress within Audit Professional Level A, Level 3 Pay Points if progression to Auditor Level 4 is not achieved After this, can progress within the Pay Points range of Audit Professional Level A, Level 3, subject to satisfactory work performance as evidenced by performance reviews and satisfactory progress in formal or informal approved post graduate studies relevant to the graduate's professional discipline.	Commence Audit Professional Level A, Level 4, Pay Point 1 After 12 months progress within Audit Professional Level A, Level 4 Pay Points, subject to assessment, which will consider progress in performance reviews and satisfactory progress in formal or informal approved post graduate studies relevant to the graduate's professional discipline; achievement of competencies as evidenced by performance reviews; completion of Learning & Development requirements, and contribution to Audit Office objectives

Progression to Next Level			
Audit Professional Level A, Level 1	Audit Professional Level A, Level 2	Audit Professional Level A, Level 3	Audit Professional Level A, Level 4
Not applicable - no Performance Audit staff appointed as school leavers.	Graduates - progress to Audit Professional Level A, Level 3, Pay Point 1 subject to satisfactory work performance as evidenced by performance reviews and satisfactory progress in formal or informal approved post graduate studies relevant to the graduate's professional discipline.	Graduates - Progress to Audit Professional Level A, Level 4, Pay Point 1 subject to assessment, which will consider progress in formal or informal approved post graduate studies relevant to the graduate's professional discipline; achievement of competencies as evidenced by performance reviews; completion of Learning & Development requirements, and contribution to Audit Office objectives.	Progression from Audit Professional Level A, Level 4 or other Pay Points within Level A, to Audit Professional Level B will not take place unless the employee has fully completed their professional qualifications.

ANNEXURE 2

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

Remuneration Competency Zones

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

Minimum Remuneration Levels

Where an assessed competency level is lower than the minimum guaranteed levels of remuneration set out below, for Audit Professional Levels B and C, Corporate Professional Levels A and B and Corporate Administration Levels 1 to 4 the minimum level is payable:

- After 1 Year - minimum percentile 15% of remuneration band
- After 2 Years - minimum percentile 25% of remuneration band
- After 3 Years - minimum percentile 35% of remuneration band
- After 4 years - minimum percentile 45% of remuneration band

Competency zones, expressed in percentiles of the remuneration band, will be set at the beginning of each three-year period and will not be altered during the life of the Award. When a remuneration band is adjusted, the Competency Zone Percentiles will be applied to the new remuneration band.

Remuneration Competency Zone Definitions

Zone	Title	Description
5	Expert/Role Model	Highly capable, consistently outstanding performance, Highly experienced. Acts independently. Role model and advisor to peers, exceptional leadership qualities displayed. Highly promotable - working beyond position requirements. Plays a leadership role in enhancing and building commitment to the Audit Office values and culture internally and externally.
4	Superior Role Performance	Capable in all respects. Required additional training and qualifications completed. Highly developed skills and experience, critical to the business. Consistently superior performance. Meets unusual challenges and demands. Acts independently. May be ready for promotion. Role model and advisor to peers. Provides technical and other advice to less experienced peers. Proactive contribution to the development of Audit Office values internally and externally.
3	Competent Role Performance	Required competencies possessed and demonstrated. Fully qualified and capable of undertaking the role. Has experience in role. Capable of independently performing role responsibilities. Consistently meets performance requirements. Well developed technical skills. Role model and advisor to peers. Consistent supporter of the Audit Office values internally and externally.
2	Developing Skills	Key competencies developed and demonstrated but noticeable gaps in competencies. Performance and experience adequate but capable of improvement ie there are noticeable performance limitations. Not yet independently performing role responsibilities. Capacity exists for improvement to better support Audit Office values.
1	Entry Level	Recent appointee. Learning to perform role responsibilities - inexperienced or unproven. Meets qualification requirements only. Promotion not an option. Independently performing role responsibilities. Personal behaviour and communications not yet consistent with Audit Office values.

Remuneration Competency Zone Guidelines

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

Indicators are:

Consistency - is the level of performance consistent across the role responsibilities, or are there gaps or variations in the level of performance?

Sustained performance - Is the level of performance consistent over time (this is a longer term view of performance)?

Achievement of all aspects of the role responsibilities - how do they deliver against all of the defined role attributes, and are they actively seeking to improve in areas where delivery is not meeting expectations?

What differentiates one employee from another, such as their drive, desire and success in delivering outcomes; this needs to take account of variations in ability to deliver, which may be experience or development related.

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

In determining levels of capability, the following are considered:

The depth and breadth of capability required to keep the job on track (time and budget) and delivering quality outcomes.

What the employee is doing to maintain or improve themselves.

The skills and behaviours of the employee as they relate to the job itself.

The level of capability that the employee has developed and attempts to bring to the role, irrespective of whether the role itself presents opportunities to use the full range of skills and behaviours

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

The range of jobs; size, complexity, and scope of projects and audits; project management of multiple or complex audits; breadth and depth of jobs managed; range of industry experience and specialised industry knowledge.

Achievement of role responsibilities and reaching expected outcomes, anticipating and managing risks, conflicts, competing demands, impediments, and changes.

Demonstrating the competencies of the role for their level of expertise, or even showing levels of proficiency beyond the role.

Experience-seeking - do they proactively seek activities or projects that will help them broaden their experience?

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

In determining promotability, the following are considered:

The employee's capability and willingness to take on more responsibility than they currently have - do they welcome challenges? Can they adapt to changing situations? Are they prepared to make decisions?

The extent to which the employee is a self starter who consistently seeks greater challenges.

The extent to which the employee pursues learning and development activities - are they constantly trying new processes and tools, and taking ownership of their own development?

Are they accountable for their own ideas and activities, and confident in their own decision-making?

The extent to which the employee challenges ways of doing things and develops new approaches

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

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

The level at which an employee needs to be monitored, guided, and directed - this has to be weighed against their desire to learn and grow, and needs to reflect whether the guidance is regularly covering the same ground, and the level of respect shown for the Manager's priorities.

The extent to which the Manager and employee agree tasks and deadlines up front, and whether the employee subsequently meets or manages in a way that keeps the Manager well-informed.

The extent to which the employee learns new skills or learns from experience.

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

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

The influence the employee has over peers - for expertise, situational knowledge, approachability, mentorship (formal or informal), attitude, etc.

The extent to which peers seek and value specific advice or more general coaching.

The extent of the employee's external profile, if working in a capacity where this is required.

The employee's profile within the Office.

What would clients say about this employee's level of professionalism, service, and work ethic.

ANNEXURE 3

Other Flexible Work Practices

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

- (a) Working weekends and public holidays at employee's request, will be compensated with time off during the week on an hour for hour basis (not at overtime rates).
- (b) Compressed working week or working fortnight arrangements. Such arrangements would include 35 hours in 4 days (average 8.75 hours per day) or 70 hours in 9 days (average 7.77 hours per day).
- (c) Term Working for specific periods during the year (not restricted to school terms). Remuneration will be averaged (annualised over the full period) so that the employee is paid the same amount every fortnight throughout the year.
- (d) Deferred Remuneration. For instance, an employee who works for 4 years and takes the 5th year off will receive the deferred portion of their first 4 years annual remuneration in the 5th year.
- (e) Working from home on a temporary or ad hoc basis for a maximum of 12 days per annum. Permanent or longer term working from home arrangements will be subject to the Business Unit Leader's approval and meeting occupational health & safety requirements.
- (f) Job share and part time work.
- (g) Leave without pay. Such requests will be considered on a case-by-case basis.
- (h) Career Break Scheme for up to 3 years maximum.

ANNEXURE 4

Audit Office Conditions of Employment

The conditions of employment in Annexure 4 have been selected from the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as it exists at the date of making this award. The clause

titles are the same, although the clause wording has been adjusted to refer to the Auditor-General, The Audit Office and employees.

Clause No. Subject Matter

PART 1

SECTION 1 - FRAMEWORK

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

SECTION 2 - ATTENDANCE/HOURS OF WORK

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

SECTION 3 - TRAVEL ARRANGEMENTS

- 3.1 Travelling Compensation
- 3.2 Meal Expenses on One-Day Journeys
- 3.3 Restrictions on Payment of Travelling Allowances
- 3.4 Increase or Reduction in Payment of Travelling Allowances
- 3.5 Production of Receipts
- 3.6 Travelling Distance

SECTION 4 - ALLOWANCES AND OTHER MATTERS

- 4.1 Allowance Payable for Use of Private Motor Vehicle
- 4.2 Damage to Private Motor Vehicle Used for Work
- 4.3 Overseas Travel
- 4.4 Semi-Official Telephones
- 4.5 Compensation for Damage to or Loss of Employees' Personal Property
- 4.6 First Aid Allowance
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PART 2

MONETARY RATES

Table 1 - Allowances

PART 1**SECTION 1 - FRAMEWORK****1.1. Work Environment****1.2 Occupational Health and Safety**

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

- 1.2.1 the development of policies and guidelines for the Audit Office on Occupational Health, Safety and Rehabilitation;
- 1.2.2 assisting to achieve the objectives of the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011 by establishing agreed Occupational Health and Safety consultative arrangements in the Audit Office to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within the Audit Office to achieve these objectives;
- 1.2.3 identifying training strategies for employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
- 1.2.4 developing strategies to assist the rehabilitation of injured employees;
- 1.2.5 directly involving the appropriate Business Unit Leader in the provisions of paragraphs 1.2.1 to 1.2.4 inclusive of this subclause.

1.3 Equality in Employment

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

1.4 Harassment-free Workplace

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

SECTION 2 - ATTENDANCE/HOURS OF WORK

2.1. Casual Employment

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

2.1.1 Hours of Work

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

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

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

2.1.2 Rate of Pay

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

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

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

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

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.

2.1.2.3 Casual employees shall also receive a 1/12th loading in lieu of annual leave.

2.1.2.4 The loadings specified in paragraph 2.1.2.2 of this subclause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

2.1.3 Overtime

2.1.3.1 Casual employees shall be paid overtime for work performed:

- (a) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local agreement, covering the particular class of work or are required by the usual work pattern of the position; or
- (b) Outside the bandwidth application to the particular class of work; or
- (c) In excess of the daily roster pattern applicable for the particular class of work; or
- (d) In excess of the standard weekly roster of hours for the particular class of work; or
- (e) In accordance with a local arrangement negotiated under Part A clause 10 of this award.

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

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

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

2.1.4 Leave

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

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

2.1.4.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the Long Service Leave Act 1955.

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

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

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

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

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

2.1.5 Personal Carers entitlement for casual employees

2.1.5.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 6.14.4.2 of clause 6.14, Sick Leave to Care for a Family Member of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 2.1.5.4, and the notice requirements set out in paragraph 2.1.5.5 of this clause.

2.1.5.2 The Audit Office and the casual employee shall agree on the period for which the employee will be 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.

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

2.1.5.4 The casual employee shall, if required,

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

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

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

2.1.6 Bereavement entitlements for casual employees

2.1.6.1 Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).

2.1.6.2 The Audit Office and the casual employee shall agree on the period for which the employee will be entitled to 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.

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

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

2.1.7 Application of other clauses of this Award to casual employees

2.1.7.1 The following clauses of this annexure do not apply to casual employees:

- | | |
|---|---|
| 1 | Natural Emergencies and Major Transport Disruptions |
| 2 | Public Holidays |
| 3 | Semi-Official Telephones |
| 4 | relating to Trade Union activities |
| 5 | Travelling and other costs of Trade Union Delegates |
| 6 | Leave - General Provisions |
| 7 | relating to the various Leave provisions |
| 8 | relating to Recall to Duty, On-Call and Stand-by Arrangements |

2.2. Part-Time Employment

2.2.1 General

2.2.1.1 This clause shall only apply to part-time employees

2.2.1.2 Part-time work may be undertaken with the agreement of the relevant business unit leader. Part-time work may be undertaken in a part-time position or under a part-time arrangement.

2.2.1.3 A part-time employee is to work contract hours less than full-time hours.

2.2.1.4 Unless otherwise specified in the award, part-time employees receive full time entitlements on a pro rata basis calculated according to the number of hours an employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.

2.2.1.5 Before commencing part-time work, the Audit Office and the employee must agree upon:

- (a) the hours to be worked by the employee, the days upon which they will be worked, commencing and ceasing times for the work;
- (b) the classification applying to the work to be performed.

2.2.1.6 The terms of the agreement must be in writing and may only be varied with the consent of both parties.

2.2.1.7 Incremental progression for part-time employees is the same as for full time employees, that is, part-time employees receive an increment annually.

2.2.2 Additional hours

2.2.2.1 The Audit Office may request, but not require, a part-time employee to work additional hours. For the time worked in excess of the employee's usual hours and up to the normal full-time hours for the classification, part-time employees may elect to:

- (a) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or
- (b) if working under a Flexible Working Hours scheme under Part A Clause 9 have the time worked credited as flex time.

2.2.2.2 For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with Part A Clause 10.8, Rate of Payment for Overtime of this Annexure.

2.3. Natural Emergencies and Major Transport Disruptions

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

2.3.1.1 apply to vary the working hours; and/or

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

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

2.4. Public Holidays

2.4.1 Unless directed to attend for duty by the Audit Office, an employee is entitled to be absent from duty without loss of pay on any day which is:

2.4.1.1 a public holiday throughout the State; or

2.4.1.2 a local holiday in that part of the State at or from which the employee performs duty; or

2.4.1.3 a day between Boxing Day and New Year's Day determined by the Auditor-General as a public service holiday.

2.4.2 An employee required by the Department Head Audit Office to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.

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

2.5. Lactation Breaks

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

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

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

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

- 2.5.5 The Department Head shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 2.5.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 2.5.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 2.5.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 79, Sick Leave of this award, or access to the flexible working hours scheme provide in clause 21, Flexible Working Hours of this award, where applicable.

SECTION 3 - TRAVEL ARRANGEMENTS

3.1. Travelling Compensation

- 3.1.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their place of employment shall be met by the Audit Office, subject to Part A, Clause 11.
- 3.1.2 The Audit Office shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 3.1.3 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 3.1.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 3.1.5 The Audit Office will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees shall obtain prior approval when making their own arrangements for overnight accommodation.
- 3.1.6 Subject to subclause 3.1.14 of this clause, an employee who is required by the Audit Office to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform the work.
- 3.1.7 If meals are provided by the Government at the temporary work location, the employee shall not be entitled to claim the meal allowance.
- 3.1.8 For the first 35 days, the payment shall be:
- 3.1.8.1 where the Audit Office elects to pay the accommodation provider the employee shall receive:
- (a) the appropriate meal allowance in accordance with Annexure 4, Part 2 Monetary Rates and

- (b) incidentals as set out in Annexure 4, Part 2 Monetary Rates, and
- (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel.

3.1.8.2 where the Audit Office elects not to pay the accommodation provider the employees shall elect to receive either:

- (a) the appropriate rate of allowance specified in Annexure 4, Part 2 Monetary Rates, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
- (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Annexure 4, Part 2 Monetary Rates.

3.1.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Audit Office that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.

3.1.10 Where an employee is unable to so satisfy the Audit Office, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.

3.1.11 After the first 35 days - If an employee is required by the Audit Office to work in the same temporary work location for more than 35 days, such employee shall be paid the appropriate rate of allowance as specified in Annexure 4, Part 2 Monetary Rates.

3.1.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 3.1.11 of this clause, the Audit Office may make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.

3.1.13 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 shall not constitute a break in the temporary work arrangement.

3.1.14 This clause does not apply to employees who are on an employee-initiated secondment in accordance with section 86 of the Act and described in the Commentary and Guidelines on Staff Mobility (temporary staff transfers - section 86 and temporary assignment - section 88) and Cross-Agency Employment (section 100) Public Sector Employment and Management Act 2002.

3.2. Meal Expenses on One-Day Journeys

3.2.1 An employee who is authorised by the Audit Office to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Annexure 4, Part 2 Monetary Rates for:-

3.2.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;

3.2.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and

3.2.1.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal headquarters at the time of taking the normal lunch break.

3.3. Restrictions on Payment of Travelling Allowances

- 3.3.1 An allowance under Annexure 4, Section 3.1, Travelling Compensation, is not payable in respect of:
- 3.3.1.1 Any period during which the employee returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
 - 3.3.1.2 Any period of leave, except with the approval of the Audit Office or as otherwise provided by this clause; or
 - 3.3.1.3 Any other period during which the employee is absent from the employee's temporary work location otherwise than on official duty.
- 3.3.2 An employee who is in receipt of an allowance under Annexure 4, Section 3.1, Travelling Compensation shall be entitled to the allowance in the following circumstances:
- 3.3.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the employee's residence; and for the return journey from the employee's residence to the temporary work location, or
 - 3.3.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the employee's residence or to take up duty at another temporary work location.

but is not entitled to any other allowance in respect of the same period.

3.4. Increase Or Reduction in Payment of Travelling Allowances

- 3.4.1 Where the Audit Office is satisfied that a travelling allowance is:
- 3.4.1.1 Insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid to reimburse the employee for the additional expenses incurred; or
 - 3.4.1.2 In excess of the amount which would adequately reimburse the employee for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the employee for expenses incurred properly and reasonably.

3.5. Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Audit Office is prepared to accept other evidence from the employee.

3.6. Travelling Distance

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

SECTION 4 - ALLOWANCES AND OTHER MATTERS

4.1. Allowance Payable for Use of Private Motor Vehicle

- 4.1.1 The Audit Office may authorise an employee to use a private motor vehicle for work where:

- 4.1.1.1 Such use will result in greater efficiency or involve the Audit Office in less expense than if travel were undertaken by other means; or
- 4.1.1.2 Where the employee is unable to use other means of transport due to a disability.
- 4.1.2 An employee who, with the approval of the Audit Office, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Annexure 4, Part 2 Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 4.1.4.1 of this clause.
- 4.1.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 4.1.3.1 The casual rate is payable if an employee elects, with the approval of the Audit Office, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 4.1.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.
- 4.1.4 Deduction from allowance
- 4.1.4.1 Except as otherwise specified in this award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and place of employment, as defined in Part A, Clause 11, and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
- 4.1.4.2 Deductions are not to be applied in respect of days characterised as follows.
- (a) When staying away from home overnight, including the day of return from any itinerary.
 - (b) When the employee uses the vehicle on official business and returns it to home prior to travelling to the place of employment by other means of transport at their own expense.
 - (c) When the employee uses the vehicle for official business after normal working hours.
 - (d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.
 - (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Audit Office is satisfied that:
 - (i) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - (ii) the periodical ticket was in fact purchased; and
 - (iii) in regard to train travellers, no allowance is to be paid in respect of distance between the employee's home and the railway station or other intermediate transport stopping place.

4.1.5 The employee must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the Motor Vehicles (Third Party Insurance) Act, 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Director, Corporate Services.

4.1.6 Expenses such as tolls etc. shall be refunded to employees where the charge was incurred during approved work related travel.

4.2. Damage to Private Motor Vehicle Used for Work

4.2.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Audit Office, provided:

4.2.1.1 The damage is not due to gross negligence by the employee; and

4.2.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.

4.2.2 Provided the damage is not the fault of the employee, the Audit Office shall reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:

4.2.2.1 The damage was sustained on approved work activities; and

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

4.3. Overseas Travel

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

4.4. Semi-Official Telephones

4.4.1 Reimbursement of expenses associated with a private telephone service installed at the residence of an employee shall be made as specified in this clause if the employee is required to be contacted or is required to contact others in connection with the duties of his/her position in the Audit Office, as and when required.

4.4.2 The service must be located in the employee's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the employee.

4.4.3 The semi-official telephone allowance applies to employees who are required, as part of their duties to:

4.4.3.1 Give decisions, supply information or provide emergency services; and/or

4.4.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.

4.4.4 Unless better provisions already apply to an employee or an employee has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:

4.4.4.1 The connection fee for a telephone service, if the service is not already available at the employee's principal place of residence;

4.4.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and

4.4.4.3 The full cost of official local, STD and ISD calls.

4.4.5 To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:

4.4.5.1 Date, time, length of call and estimated cost;

4.4.5.2 Name and phone number of the person to whom call was made; and

4.4.5.3 Reason for the call.

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

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

4.5.2 If a claim under subclause 4.5.1 of this clause is rejected by the insurer, the Auditor-General may compensate an employee for the damage to or loss of personal property, if such damage or loss:

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

4.5.2.2 Is caused by a defect in an employee's material or equipment; or

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

4.5.3 Compensation in terms of subclause 4.5.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Auditor-General may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.

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

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

4.6. First Aid Allowance

4.6.1 An employee appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such employee as specified in the relevant Department of Premier and Cabinet Circular as issued from time to time.

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

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

- 4.6.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more employees (100 for construction sites); and
- 4.6.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 4.6.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 4.6.5 When the First Aid Officer is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Officer's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 4.6.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet Audit Office needs, and the cost of retraining First Aid Officers, are to be met by the Audit Office.

4.7. Review of Allowances Payable in Terms of This Award

- 4.7.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:
- 4.7.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
- (a) Annexure 4, Clause 3.1, Travelling Compensation;
 - (b) Annexure 4, Clause 3.2, Meal Expenses on One Day Journeys;
 - (c) Annexure 4, Clause 8.4, Overtime Meal Allowances, for breakfast, lunch and dinner.
- 4.7.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):
- (a) Annexure 4, Clause 4.1, Allowances Payable for the Use of Private Motor Vehicles;
- 4.7.1.3 Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):
- (b) Annexure 4, Clause 8.4, Overtime Meal Allowances, for supper.
- 4.7.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:
- (c) Annexure 4, Clause 4.6, First Aid Allowance;
 - (d) Annexure 4, Clause 8.2, On-Call (Stand-by) and On-Call Allowance.

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

5.1. Trade Union Activities Regarded as on Duty

- 5.1.1 An Association delegate will be released from the performance of normal Audit Office duty when required to undertake any of the activities specified below. While undertaking such

activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:

- 5.1.1.1 Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011.
- 5.1.1.2 Attendance at meetings with workplace management or workplace management representatives;
- 5.1.1.3 A reasonable period of preparation time, before-
 - (a) meetings with management;
 - (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (c) any other meeting with management,by agreement with management, where operational requirements allow the taking of such time;
- 5.1.1.4 Giving evidence in court on behalf of the employer;
- 5.1.1.5 Presenting information on the Association and Association activities at induction sessions for new staff of the Audit Office; and
- 5.1.1.6 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

5.2. Trade Union Activities Regarded as Special Leave

- 5.2.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:
 - 5.2.1.1 Annual or biennial conferences of the Association;
 - 5.2.1.2 Meetings of the Association's Executive, Committee of Management or Councils;
 - 5.2.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - 5.2.1.4 Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
 - 5.2.1.5 Attendance at meetings called by the Auditor-General, as the employer for industrial purposes, as and when required;
 - 5.2.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
 - 5.2.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of Annexure 4, Clauses 5.1, 5.2 and 5.3 apply.

5.3. Trade Union Training Courses

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

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

5.4. Conditions Applying to on Loan Arrangements

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

- 5.4.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:-
- (a) As an Executive Member; or
 - (b) A member of a Federal Council; or
 - (c) Vocational or industry committee.
- 5.4.1.2 Briefing counsel on behalf of the Association;
- 5.4.1.3 Assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- 5.4.1.4 Country tours undertaken by a member of the executive or Council of the Association;
- 5.4.1.5 Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.
- 5.4.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when an employee is placed "on loan" to the Association:-
- (a) The Audit Office will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;

- (b) The Audit Office will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
 - (c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Audit Office and the Association.
- 5.4.1.7 Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave.
- 5.4.1.8 Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Audit Office in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- 5.4.1.9 Where the Audit Office and the Association cannot agree on the on loan arrangement, the matter is to be referred to the DPE for determination after consultation with the Auditor-General and the Association.

5.5. Period of Notice for Trade Union Activities

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

5.6. Access to Facilities By Trade Union Delegates

5.6.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

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

5.7. Responsibilities of the Trade Union Delegate

5.7.1 Responsibilities of the Association delegate are to:

- 5.7.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- 5.7.1.2 Participate in the workplace consultative processes, as appropriate;
- 5.7.1.3 Follow the dispute settling procedure applicable in the workplace;
- 5.7.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- 5.7.1.5 Account for all time spent on authorised Association business;
- 5.7.1.6 When special leave is required, to apply for special leave in advance;

- 5.7.1.7 Distribute Association literature/membership forms, under arrangements negotiated between the Audit Office and the Association; and
- 5.7.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

5.8. Responsibilities of the Trade Union

5.8.1 Responsibilities of the Association are to:

- 5.8.1.1 Provide written advice to the Audit Office about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- 5.8.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 5.9.1.3 of Annexure 2, Clause 5.9, Responsibilities of Workplace Management of this award;
- 5.8.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- 5.8.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- 5.8.1.5 Apply to the Audit Office well in advance of any proposed extension to the "on loan" arrangement;
- 5.8.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- 5.8.1.7 Advise the Audit Office of any leave taken by the Association delegate during the on loan arrangement.

5.9. Responsibilities of Workplace Management

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

- 5.9.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- 5.9.1.2 Advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Association to arrange representation at the session;
- 5.9.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 5.9.1.4 Where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- 5.9.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;

- 5.9.1.6 Where an Association activity provided under this clause needs to be undertaken during an approved period of flexi leave, to apply the provisions of paragraph 5.9.1.5 of this clause;
- 5.9.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- 5.9.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 5.9.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

5.10. Right of Entry Provisions

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

5.11. Travelling and Other Costs of Trade Union Delegates

- 5.11.1 Except as specified in paragraph 5.9.1.3 of Annexure 4, Clause 5.9, Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- 5.11.2 In respect of meetings called by the workplace management in terms of paragraph 5.9.1.3 of clause 5.9, Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 3.1, Travelling Compensation, 3.2, Meal Expenses on One-Day Journeys, or 3.3, Restrictions on Payment of Travelling Allowances of this Annexure.
- 5.11.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by an employee from the Audit Office, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 5.11.4 The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the Audit Office by the Association or the employee.

5.12. Industrial Action

- 5.12.1 Provisions of the Industrial Relations Act 1996 shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under Part A, Clause 14, Industrial Dispute Settlement Procedure).
- 5.12.2 There will be no victimisation of employees prior to, during or following such industrial action.

5.13. Consultation and Technological Change

- 5.13.1 There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and Association.
- 5.13.2 The Audit Office shall consult with the Association prior to the introduction of any technological change.

SECTION 6 - LEAVE

6.1. Leave - General Provisions

- 6.1.1 The leave provisions contained in this Award apply to all employees.
- 6.1.2 Unless otherwise specified, part-time employees will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- 6.1.3 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

6.2. Absence from Work

- 6.2.1 An employee must not be absent from work unless reasonable cause is shown.
- 6.2.2 If an employee is to be absent from duty because of illness or other emergency, the employee shall notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence and the reason for the absence.
- 6.2.3 If a satisfactory explanation for the absence, is not provided, the employee will be regarded as absent from duty without authorised leave and the Audit Office shall deduct from the pay of the employee the amount equivalent to the period of the absence.
- 6.2.4 The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 6.2.5 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.

6.3. Applying for Leave

- 6.3.1 An application by an employee for leave under this award shall be made to and dealt with by the Audit Office
- 6.3.2 The Audit Office shall deal with the application for leave according to the wishes of the employee, if the operational requirements of the Audit Office permit this to be done.

6.4. Extended Leave

Extended leave shall accrue and shall be granted to employees in accordance with the provisions of Schedule 3 of the Public Sector Employment and Management Act 2002.

6.5. Family and Community Service Leave

- 6.5.1 The Audit Office shall grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 6.5.2 of this clause. The Audit Office may also grant leave for the purposes in subclause 6.5.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 6.5.2 Such unplanned and emergency situations may include, but not be limited to, the following:-
 - 6.5.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;

- 6.5.2.2 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;
 - 6.5.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
 - 6.5.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 6.5.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Audit Office considers the granting of family and community service leave to be appropriate in a particular case.
- 6.5.3 Family and community service leave may also be granted for:
- 6.5.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - 6.5.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.
- 6.5.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 6.14.4.2 of Annexure 4, Clause 6.14, Sick Leave to Care for a Family Member of this Annexure.
- 6.5.5 Family and community service leave shall accrue as follows:
- 6.5.5.1 two and a half days in the employee's first year of service;
 - 6.5.5.2 two and a half days in the employee's second year of service; and
 - 6.5.5.3 one day per year thereafter.
- 6.5.6 If available family and community service leave is exhausted as a result of natural disasters, the Audit Office shall consider applications for additional family and community service leave, if some other emergency arises.
- 6.5.7 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- 6.5.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with Annexure 4, Clause 6.14, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 6.5.9 The Audit Office may also grant employees other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

6.6. Leave Without Pay

- 6.6.1 The Audit Office may grant leave without pay to an employee if good and sufficient reason is shown.

- 6.6.2 Leave without pay may be granted on a full-time or a part-time basis.
- 6.6.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- 6.6.4 Where an employee is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 6.6.5 An employee who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Auditor-General.
- 6.6.6 With the exception of leave without pay related to study leave, which may only be granted subject to conditions stated in the Audit Office Undergraduate Support Policy, an employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 6.6.7 No paid leave shall be granted during a period of leave without pay.
- 6.6.8 A permanent appointment may be made to the employee's position if:
- 6.6.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 6.6.8.2 the employee is advised of the Audit Office's proposal to permanently backfill their position; and
 - 6.6.8.3 the employee is given a reasonable opportunity to end the leave without pay and return to their position; and
 - 6.6.8.4 the Audit Office 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.
- 6.6.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 6.6.10 The employee does not cease to be employed by the Audit Office if their position is permanently backfilled.
- 6.6.11 Subclause 6.6.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 6.9.9.1(a) of Annexure4, Clause 6.9, Parental Leave or to military leave.

6.7. Military Leave

- 6.7.1 During the period of 12 months commencing on 1 July each year, the Audit Office may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 6.7.2 In accordance with the Defence Reserve Service (Protection) Act 2001 (Cth), it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.

- 6.7.3 Up to 24 working days military leave per financial year may be granted by the Audit Office to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 6.7.1 of this clause.
- 6.7.4 The Audit Office may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 6.7.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 6.7.3 of this clause may be granted Military Leave Top up Pay by the Auditor-General.
- 6.7.6 Military Leave Top up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 6.7.7 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.
- 6.7.8 At the expiration of military leave in accordance with subclause 6.7.2 or 6.7.4 of this clause, the employee shall furnish to the Audit Office a certificate of attendance and details of the employees reservist pay signed by the commanding officer or other responsible officer.

6.8. Observance of Essential Religious Or Cultural Obligations

- 6.8.1 An employee of:
- 6.8.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - 6.8.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- 6.8.2 Provided adequate notice as to the need for leave is given by the employee to the Audit Office and it is operationally convenient to release the employee from duty, the Audit Office must grant the leave applied for by the employee in terms of this clause.
- 6.8.3 An employee of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Audit Office, subject to:
- 6.8.3.1 Adequate notice being given by the employee;
 - 6.8.3.2 Prior approval being obtained by the employee; and
 - 6.8.3.3 The time off being made up in the manner approved by the Audit Office.
- 6.8.4 Notwithstanding the provisions of subclauses 6.8.1, 6.8.2 and 6.8.3 of this clause, arrangements may be negotiated between the Audit Office and the Association to provide greater flexibility for employees for the observance of essential religious or cultural obligations.

6.9. Parental Leave

- 6.9.1 Parental leave includes maternity, adoption and "other parent" leave.
- 6.9.2 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:

- 6.9.2.1 For a period up to 9 weeks prior to the expected date of birth; and
 - 6.9.2.2 For a further period of up to 12 months after the actual date of birth.
 - 6.9.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 6.9.3 Adoption leave shall apply to a employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:
- 6.9.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 6.9.3.2 For such period, not exceeding 12 months on a full-time basis, as the Auditor-General may determine, if the child has commenced school at the date of the taking of custody.
 - 6.9.3.3 Special Adoption Leave - An employee shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- 6.9.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 6.9.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - 6.9.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph 6.9.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 6.9.5 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- 6.9.5.1 Applied for parental leave within the time and in the manner determined set out in subclause 6.9.10 of this clause; and
 - 6.9.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - 6.9.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.

- 6.9.6 Payment for parental leave is at the rate applicable when the leave is taken. An Employee holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 6.9.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - 6.9.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - 6.9.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 6.9.7 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 6.9.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - 6.9.7.2 at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
 - 6.9.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 6.9.8 Except as provided in subclauses 6.9.5, 6.9.6 and 6.9.7 of this clause parental leave shall be granted without pay.
- 6.9.9 Right to request
- 6.9.9.1 An employee who has been granted parental leave in accordance with subclause 6.9.2, 6.9.3 or 6.9.4 of this clause may make a request to the Auditor-General to:
 - (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months; or
 - (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the employee in reconciling work and parental responsibilities.
 - 6.9.9.2 The Auditor-General shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Audit Office's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 6.9.10 Notification Requirements
- 6.9.10.1 When the Audit Office is made aware that an employee or their spouse is pregnant or is adopting a child, the Audit Office must inform the employee of their entitlements and their obligations under the award.

- 6.9.10.2 An employee who wishes to take parental leave must notify the Audit Office in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- (a) that she/he intends to take parental leave, and
 - (b) the expected date of birth or the expected date of placement, and
 - (c) if she/he is likely to make a request under subclause 6.9.9 of this clause.
- 6.9.10.3 At least 4 weeks before an employee's expected date of commencing parental leave they must advise:
- (a) the date on which the parental leave is intended to start, and
 - (b) the period of leave to be taken.
- 6.9.10.4 Employee's request and the Audit Office's decision to be in writing
- The employee's request under paragraph 6.9.9.1 and the Audit Office's decision made under paragraph 6.9.9.2 of this clause, must be recorded in writing.
- 6.9.10.5 An employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Audit Office in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Audit Office agrees.
- 6.9.10.6 An employee on maternity leave is to notify the Audit Office of the date on which she gave birth as soon as she can conveniently do so.
- 6.9.10.7 An employee must notify the Audit Office as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 6.9.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Audit Office and any number of times with the consent of the Audit Office. In each case she/he must give the Audit Office at least 14 days notice of the change unless the Audit Office decides otherwise.
- 6.9.11 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 6.9.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 6.9.12 If the position occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- 6.9.13 An employee does not have a right to her/his former position during a period of return to work on a part time basis. If the Audit Office approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 6.9.14 An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Audit Office) must be given.

- 6.9.15 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 6.9.16 An employee may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 6.9.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 6.9.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave
 - 6.9.17.2 the total period of parental leave, is not extended by the taking of recreation leave at half pay
 - 6.9.17.3 When calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 6.9.18 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Audit Office, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 6.9.19 If such adjustments cannot reasonably be made, the Audit Office 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.
- 6.9.20 Communication during parental leave
- 6.9.20.1 Where a employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Audit Office shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - 6.9.20.2 The employee shall take reasonable steps to inform the Audit Office about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
 - 6.9.20.3 The employee shall also notify the Audit Office of changes of address or other contact details which might affect the Audit Office's capacity to comply with paragraph 6.9.20.1 of this subclause.

6.10. Purchased Leave

6.10.1 An employee may apply to enter into an agreement with the Audit Office to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.

6.10.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account Audit Office business needs and work demands.

6.10.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.

6.10.1.3 The leave will count as service for all purposes.

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

6.10.2.1 Purchased leave rate of pay means the rate of pay an employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.

6.10.2.2 To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.

6.10.3 Purchased leave is subject to the following provisions:

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

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

6.10.3.3 Sick leave cannot be taken during a period of purchased leave.

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

6.10.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.

6.10.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.

6.11. Recreation Leave

6.11.1 Accrual

6.11.1.1 Except where stated otherwise in this award, paid recreation leave for full time employees and recreation leave for employees working part time, accrues at the rate of 20 working days per year. Employees working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.

6.11.1.2 Recreation leave accrues from day to day.

6.11.2 Limits on Accumulation and Direction to Take Leave

- 6.11.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement with the Audit Office in special circumstances.
- 6.11.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Audit Office according to the wishes of the employee.
- 6.11.2.3 The Audit Office shall notify the employee in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Audit Office.
- 6.11.2.4 The Audit Office shall notify the employee in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Audit Office.
- 6.11.2.5 An employee must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Audit Office must cooperate in this process. The Department may direct an employee with more than 8 weeks to take their recreation leave
- 6.11.3 Conservation of Leave - If the Audit Office is satisfied that an employee is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Audit Office shall:-
- 6.11.3.1 Specify in writing the period of time during which the excess shall be conserved; and
- 6.11.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 6.11.3.3 The Audit Office will inform an employee in writing on a regular basis of the employee's recreation leave accrual.
- 6.11.4 Miscellaneous
- 6.11.4.1 Unless a local arrangement has been negotiated between the Auditor-General and the Association, Recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
- 6.11.4.2 Recreation leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 6.11.4.3 Recreation leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 6.11.4.4 of this subclause.
- 6.11.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the Workers Compensation Act 1987; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- 6.11.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 6.11.4.4 of this

- subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 6.11.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 6.11.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see Annexure 4, Clause 6.9, Parental Leave.
- 6.11.4.8 On cessation of employment, an employee is entitled to be paid, the money value of accrued recreation leave which remains untaken.
- 6.11.4.9 An employee to whom paragraph 6.11.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 6.11.5 Death -Where an employee dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the employee's nominated beneficiary.
- 6.11.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
- 6.11.6.1 To the widow or widower of the employee; or
- 6.11.6.2 If there is no widow or widower, to the children of the employee or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- 6.11.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Audit Office was, at the time of the employee's death, a dependent relative of the employee; or
- 6.11.6.4 If there is no person entitled under paragraphs 6.11.6.1, 6.11.6.2 or 6.11.6.3 of this subclause to receive the money value of any leave not taken or not completed by an employee or which would have accrued to the employee, the payment shall be made to the personal representative of the employee.
- 6.11.8 Recreation leave does not accrue during leave without pay other than
- 6.11.8.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 6.11.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 6.11.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 6.11.8.4 incapacity for which compensation has been authorised under the Workplace Injury Management and Workers Compensation Act 1998; or
- 6.11.8.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.

6.12. Sick Leave

- 6.12.1 Illness in this clause and in clauses 6.13 and 6.14 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 6.12.2 Payment for sick leave is subject to the employee:
- 6.12.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and
 - 6.12.2.2 Providing evidence of illness as soon as practicable if required by clause 6.13, Sick Leave - Requirements for Evidence of Illness of this award.
- 6.12.3 If the Audit Office is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of his/her family member, the Audit Office:
- 6.12.3.1 Shall grant to the employee sick leave on full pay; and
 - 6.12.3.2 May grant to the employee, sick leave without pay if the absence of the employee exceeds the entitlement of the employee under this award to sick leave on full pay.
- 6.12.4 The Audit Office may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:
- 6.12.4.1 is unable to carry out their duties without distress; or
 - 6.12.4.2 risks further impairment of their health by reporting for duty; or
 - 6.12.4.3 is a risk to the health, wellbeing or safety of other employees, Audit Office clients or members of the public.
- 6.12.5 The Audit Office 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.
- 6.12.6 Entitlements. An employee appointed after 13 November 2008 commenced accruing sick leave in accordance with this clause immediately. Existing employees at 13 November 2008 commenced accruing sick leave in accordance with this clause from 1 January 2009 onwards.
- 6.12.6.1 At the commencement of employment with the Public Service, a full-time employee is granted an accrual of 5 days sick leave.
 - 6.12.6.2 After the first four months of employment, the employee shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
 - 6.12.6.3 After the first year of service, the employee shall accrue sick leave day to day at the rate of 15 working days per year of service.
 - 6.12.6.4 All continuous service as an employee in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - 6.12.6.5 Notwithstanding the provisions of paragraph 6.12.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.

- 6.12.6.6 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- 6.12.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 6.12.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 6.12.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Audit Office approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 6.12.8 Seasonal or relief employees - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief employees for a period of less than 3 months.

6.13. Sick Leave - Requirements for Evidence of Illness

- 6.13.1 An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Audit Office in respect of the absence.
- 6.13.2 In addition to the requirements under Annexure 4, Clause 6.12.2, Sick Leave, an employee may absent themselves for a total of 5 working days per annum due to illness without the provision of evidence of illness to the Audit Office. Employees who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the Audit Office for each occasion absent for the balance of the calendar year.
- 6.13.3 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 Audit Office is satisfied that the reason for the absence is genuine.
- 6.13.4 If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Audit Office will advise them in advance.
- 6.13.5 If the Audit Office 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 a Workcover approved assessor for advice, in accordance with C2009-21 Transitional Arrangements Following Dissolution of HealthQuest.
- 6.13.5.1 The type of leave granted to the employee will be determined by the Audit Office based on the Workcover approved assessor's advice.
- 6.13.5.2 If sick leave is not granted, the Audit Office will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.
- 6.13.6 The granting of paid sick leave shall be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Audit Office.
- 6.13.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 6.13.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Audit Office's discretion, another registered health services provider, or

- 6.13.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 6.13.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 6.13.7.3 at the Audit Office's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 6.13.8 If an employee who is absent on recreation leave or extended leave, furnishes to the Audit Office satisfactory evidence of illness in respect of an illness which occurred during the leave, the Audit Office may, subject to the provisions of this clause, grant sick leave to the employee as follows:
- 6.13.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 6.13.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 6.13.9 Subclause 6.13.8 of this clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

6.14. Sick Leave to Care for a Family Member

- 6.14.1 Where family and community service leave provided for in Annexure 4, Clause 6.5, is exhausted or unavailable, an employee with responsibilities in relation to a category of person set out in subclause 6.14.4 of this clause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- 6.14.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Audit Office may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 6.14.3 If required by the Audit Office to establish the illness of the person concerned, the employee must provide evidence consistent with Annexure 4, Clause 6.13.6, Sick Leave - Requirements for Evidence of Illness of this award.
- 6.14.4 The entitlement to use sick leave in accordance with this clause is subject to:-
- 6.14.4.1 The employee being responsible for the care and support of the person concerned; and
- 6.14.4.2 The person concerned being:-
- (a) a spouse of the employee; or
 - (b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or 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.

6.15. Sick Leave - Workers Compensation

- 6.15.1 The Audit Office shall advise each employee of the rights under the Workers Compensation Act 1987, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- 6.15.2 An employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the Workers Compensation Act 1987 shall be required to lodge a claim for any such compensation.
- 6.15.3 Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Audit Office shall assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.
- 6.15.4 The Audit Office will ensure that, once received by the Audit Office, an employee's workers compensation claim is lodged with the workers compensation insurer within the statutory period prescribed in the Workers Compensation Act 1987.
- 6.15.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Audit Office shall grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued recreation leave or extended leave.
- 6.15.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.
- 6.15.7 An employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the Workers Compensation Act 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the employee.
- 6.15.8 If an employee notifies the Audit Office that he or she does not intend to make a claim for any such compensation, the Audit Office shall consider the reasons for the employee's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 6.15.9 An employee may be required to submit to a medical examination under the Workers Compensation Act 1987 in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- 6.15.10 If the Audit Office provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the Workers Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998 and, without good reason, the employee fails, to resume or perform such duties, the employee shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.

- 6.15.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the Workers Compensation Act 1987.
- 6.15.12 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:-
- 6.15.12.1 The employee's claim for workers compensation;
 - 6.15.12.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 6.15.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 6.15.12.4 Action taken by the Audit Office either under the Workers Compensation Act 1987 or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

6.16. Sick Leave - Claims Other Than Workers Compensation

- 6.16.1 If the circumstances of any injury to or illness of an employee give rise to a claim for damages or to compensation, other than compensation under the Workers Compensation Act 1987, sick leave on full pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:-
- 6.16.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Audit Office to the employee; and
 - 6.16.1.2 In the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Audit Office the monetary value of any such period of sick leave.
- 6.16.2 Sick leave on full pay shall not be granted to an employee who refuses or fails to complete an undertaking, except in cases where the Audit Office is satisfied that the refusal or failure is unavoidable.
- 6.16.3 On repayment to the Audit Office of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, shall be restored to the credit of the employee.

6.17. Special Leave

6.17.1 Special Leave - Jury Service

- 6.17.1.1 An employee shall, as soon as possible, notify the Audit Office of the details of any jury summons served on the employee.
- 6.17.1.2 An employee who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Audit Office 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.
- 6.17.1.3 When a certificate of attendance on jury service is received in respect of any period during which an employee was required to be on duty, the Audit Office shall grant, in respect of any such period for which the employee has been paid out-of-

pocket expenses only, special leave on full pay. In any other case, the Audit Office shall grant, at the sole election of the employee, available recreation leave on full pay, flex leave or leave without pay.

- 6.17.2 Witness at Court - Official Capacity - When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity shall be paid by the Audit Office.
- 6.17.3 Witness at Court - Other than in Official Capacity - Crown Witness - An employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
- 6.17.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 6.17.3.2 Pay into the Treasury of the State of New South Wales all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- 6.17.3.3 Association Witness - an employee called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the Audit Office for the required period.
- 6.17.4 Called as a witness in a private capacity - An employee who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the employee's election, available recreation leave on full pay or leave without pay.
- 6.17.5 Special Leave - Examinations -
- 6.17.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to employees for the purpose of attending at any examination approved by the Audit Office.
- 6.17.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 6.17.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the employee, no further leave is granted for any examination.
- 6.17.6 Special Leave - Union Activities - Special leave on full pay may be granted to employees who are accredited Association delegates to undertake Association activities as provided for in clause 54, Trade Union Activities Regarded as Special Leave of this award.
- 6.17.7 An employee who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and employee.
- 6.17.8 Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Audit Office for such other purposes, subject to the conditions specified in the NSW Government Personnel Handbook at the time the leave is taken.
- 6.17.9 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 6.18 Leave for Matters Arising From Domestic Violence have been exhausted, the Audit Office shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations

6.18. Leave for Matters Arising from Domestic Violence

- 6.18.1 The definition of domestic violence is found in clause 2, Definitions, of this award;
- 6.18.2 Leave entitlements provided for in clause 6.5 Family and Community Services Leave, 6.12 Sick Leave and 6.14, Sick Leave to Care for a Family Member, in Annexure 4 may be used by employees experiencing domestic violence;
- 6.18.3 Where the leave entitlements referred to in subclause 6.8.2 are exhausted, the Audit Office shall grant Special Leave as per clause 6.17.9;
- 6.18.4 The Audit Office 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;
- 6.18.5 Personal information concerning domestic violence will be kept confidential by the Audit Office;
- 6.18.6 The Audit Office 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.

SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

7.1. Staff Development and Training Activities

- 7.1.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
 - 7.1.1.1 All staff development courses conducted by a NSW Public Sector organisation;
 - 7.1.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
 - 7.1.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 7.1.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:-
 - 7.1.2.1 Activities for which study assistance is appropriate;
 - 7.1.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
 - 7.1.2.3 Activities which are of no specific relevance to the NSW Public Sector.
- 7.1.3 Attendance of an employee at activities considered by the Audit Office to be:
 - 7.1.3.1 Essential for the efficient operation of the Audit office; or
 - 7.1.3.2 Developmental and of benefit to the NSW public sector.

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

- 7.1.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Audit Office:
- 7.1.4.1 Recognition that the employees are performing normal duties during the course;
 - 7.1.4.2 Adjustment for the hours so worked under flexible working hours;
 - 7.1.4.3 Payment of course fees;
 - 7.1.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
 - 7.1.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Audit Office is satisfied that the approval to attend constitutes a direction to work overtime under Part A, Clause 10.
- 7.1.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Audit Office:
- 7.1.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
 - 7.1.5.2 Payment of course fees;
 - 7.1.5.3 Reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - 7.1.5.4 Such other conditions as may be considered appropriate by the Audit Office given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 7.1.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the Audit Office, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Audit Office is able to release the employee, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 7.1.7 Higher Duties Allowance - Payment of a Higher Duties Allowance is to Continue Where the Employee Attends a Training Or Developmental Activity Whilst on Duty in Accordance With This Clause.

SECTION 8 - SHIFT WORK AND OVERTIME

8.1. Recall to Duty

- 8.1.1 An employee recalled to work overtime after leaving the Audit Office premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 8.1.2 The employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 8.1.3 When an employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3)

hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.

- 8.1.4 When an employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the employee was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- 8.1.5 A recall to duty commences when the employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- 8.1.6 An employee recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 8.1.7 This clause shall not apply in cases where it is customary for an employee to return to the Audit Office's premises to perform a specific job outside the employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

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

- 8.2.1 Unless already eligible for an on-call allowance under another industrial instrument, an employee shall be:
- 8.2.1.1 Entitled to be paid the on call allowance set out in Annexure 4, Part 2 Monetary Rates when directed by the Audit Office to be on call or on standby for a possible recall to duty outside the employee's working hours;
- 8.2.1.2 If an employee who is on call and is called out by the Audit Office, the overtime provisions as set out Part A, Clause 10, shall apply to the time worked;
- 8.2.1.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

8.3. Overtime Meal Breaks

- 8.3.2 Employee working flexible hours - An employee required to work overtime on weekdays beyond 7 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 8.3.3 Employees Generally - An employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

8.4. Overtime Meal Allowances

- 8.4.1 If an adequate meal is not provided by the Audit Office, a meal allowance shall be paid by the Department at the appropriate rate specified in the relevant Department of Premier and Cabinet Circular on Allowances as specified from time to time, provided the Audit Office is satisfied that:
- 8.4.1.1 the time worked is directed overtime;

- 8.4.1.2 the employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - 8.4.1.3 where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so; and
 - 8.4.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 8.4.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Audit Office shall approve payment of actual expenses.
- 8.4.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 8.4.4 Receipts shall be provided to the Audit Office or his/her delegate in support of any claims for additional expenses or when the employee is required to substantiate the claim.
- 8.4.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Audit Office and the Association from negotiating different meal provisions.

8.5. Provision of Transport in Conjunction With Working of Overtime

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

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

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above rests with the Audit Office business unit where knowledge of each particular situation will enable appropriate judgements to be made.

- 8.5.2 Arrangement of Overtime - Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the employee can use public transport or other normal means of transport to and from work.
- 8.5.3 Provision of Taxis - Where an employee ceases overtime duty after 8.00 p.m. and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

SECTION 9 - MISCELLANEOUS

9.1. Existing Entitlements

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

PART 2

MONETARY RATES

Allowances are paid consistent with those published annually that are, at the time of entering into this award, are included in NSW Department of Premier & Cabinet Memorandum C2011-30, Review of Meal, Travelling and Other Allowances.

Table 1 - Allowances

As specified in the relevant Department of Premier and Cabinet circular on Allowances as issued from time to time.

M. J. WALTON J , *President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF FINANCE, SERVICES AND INNOVATION) WAGES STAFF AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Finance and Services.

(No. IRC 381 of 2015)

Before Commissioner Tabbaa

25 June 2015

VARIATION

1. Delete the title of the award, Crown Employees (Department of Finance and Services) Wages Staff Award 2013, published 27 November 2009 (369 I.G. 702), as varied, and insert in lieu thereof the following:

Crown Employees (Department of Finance, Services and Innovation) Wages Staff Award 2015

2. Delete clause 2, Definitions, and insert in lieu thereof the following:

2. Definitions

- 2.1. "Department" and "employer" means the NSW Department of Finance, Services and Innovation.
- 2.2. "Secretary" means the chief executive officer of the NSW Department of Finance, Services and Innovation.
- 2.3. "Wages Staff", "staff" "staff member" and "employee" means a person engaged under the terms and conditions of this award by the NSW Department of Finance, Services.
- 2.4. "Award" means any award made pursuant to the provisions of the Industrial Relations Act 1996.
- 2.5. "Industrial Agreement" means any Industrial Agreement made pursuant to the provisions of the Industrial Relations Act 1996, filed with the Industrial Registrar.
- 2.6. "Enterprise Agreement" means an Agreement made pursuant to Section 29 of the Industrial Relations Act 1996.
- 2.7. "Industrial Authority" means the Public Service Commission, as constituted under the Government Sector Employment Act 2013, the Government Sector Employment Regulation 2014 and the Government Sector Employment Rules 2014.
- 2.8. "Union" means the:

The Construction, Forestry, Mining and Energy Union (Construction and General Division) NSW Divisional Branch;

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch

Electrical Trades Union of Australia, New South Wales Branch;

The Australian Workers' Union, Greater New South Wales Branch;

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;

Transport Worker's Union of Australia, New South Wales Branch;

having regard to their respective coverage.

"WH&S" means work, health and safety as defined by the Work, Health and Safety Act 2011 (NSW).

3. Delete clause 3, Parties, and insert in lieu thereof the following:

3. Parties

- 3.1. This Award has been made pursuant to Section 10 of the Industrial Relations Act 1996 by the following parties:

The Department of Finance, Services and Innovation.

Secretary of the Treasury

Construction, Forestry, Mining and Energy Union

(Construction and General Division) NSW Divisional Branch

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch.

Electrical Trades Union of Australia, New South Wales Branch

The Australian Worker's Union, Greater New South Wales Branch

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union

Transport Worker's Union of Australia, New South Wales Branch.

4. Delete clause 4, Incidence and Period of Operation, and insert in lieu thereof the following:

4. Incidence and Period of Operation

- 4.1. This Award will apply to all existing and future wages employees in the Department, engaged under this award. Such employees are deployed throughout the State of New South Wales as required by the Department to meet client service obligations.

- 4.2. This award remains in force until 30 June 2016 or until varied or rescinded.

- 4.3. The contents of this Award may be varied in accordance with Section 17 of the Industrial Relations Act 1996.

5. Delete clause 6, Categories of Employment, and insert in lieu thereof the following:

6. Categories of Employment

- 6.1. The usual basis for the engagement of an employee covered by this Award is as an ongoing employee, unless the employee is engaged:

6.1.1. for a specified term ("temporary employee"); or;

6.1.2. for the duration of a specified task ("temporary employee"); or

- 6.1.3. for duties that are irregular, intermittent, short-term, urgent or other work as and when required ("casual employee").
- 6.2. A person may be engaged as an employee on a full-time or part-time basis.
- 6.3. At the time of engagement the employer will inform each employee in writing of the conditions of engagement, including:
- 6.3.1. the type of employment;
- 6.3.2. whether a probationary period applies and, if so, the expected duration of the period;
- 6.3.3. whether there are any citizenship or residency requirements that apply to the position;
- 6.3.4. whether there are any formal qualifications or security, health or other clearances that are requirements of the position;
- 6.3.5. if the person is engaged for a specified term, the relevant reason or purpose and the specified term;
- 6.3.6. if the person is engaged for the duration of a specified task, the task in relation to which the person has been engaged and the estimated duration of the task; and
- 6.3.7. a list of the main instruments governing the terms and conditions of their employment.
- 6.4. Employees in any classification may be employed as regular part-time employees for an agreed number of regular hours per week, which is less than the ordinary hours of duty specified in this Award. Regular part-time employees will receive, on a pro rata basis, equivalent pay and conditions to those of a full-time employee. In relation to expense related allowances, the employee will receive entitlements specified in the relevant clauses of this Award.
- 6.5. Proposals for part-time employment may be initiated by the employer for operational reasons or by an employee for personal reasons. No pressure will be exerted on full-time employees to convert to part-time employment or to move to other duties to make way for part-time employment.
- 6.6. Where a proposal is initiated by an employee, the employer will have regard to the personal reasons put by the employee in support of the proposal and to operational requirements.
- 6.7. The written agreement of a full-time employee will be obtained before the employee's hours are varied.
6. Delete clause 14, Leave, and insert in lieu thereof the following:

14. Leave

- 14.1. All Awards, Agreements and Determinations relating to Leave continue to apply to employees with the exception of the subclauses set out below.
- 14.1.1. Annual Leave Loading
- Annual leave loading was, and is, incorporated in wage rates through a once only 1.35% wage increase paid under the terms of the NSW Public Works Wages Staff Enterprise Agreement (1994 - 1995).
- 14.1.2. Family And Community Service Leave

The Department Head shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies. Where possible, non-emergency appointments or duties should be scheduled or performed outside of normal working hours.

Such cases may include but not be limited to the following:

Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;

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;

Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;

Attending to family responsibilities such as - citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;

Attendance at court by a staff member 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;

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; and

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.

The definition of "family" or "relative" in this clause is the same as that provided in paragraph 26.1 of clause 26 Carer's Leave of the Crown Employees (Skilled Trades) Award.

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 in accordance with paragraph (1) or in accordance with paragraph (2) whichever is the greater:

2½ of the staff member's working days in the first year of service and on completion of the first years' service, 5 of the staff member's working days in any period of 2 years; or

After the completion of 2 years continuous service, the available family and community service leave is determined by allowing 1 days leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.

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.

If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.

In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 26, Carer's Leave of the Crown Employees (Skilled Trades) Award shall be granted when paid family and community service leave has been exhausted.

A Department Head may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

14.1.3. Training

The Department agrees to provide the appropriate level of paid Trade Union education leave to wages employee representatives up to a maximum of twelve days in any two year period, subject to the approval of such leave being consistent with operational requirements.

14.1.4. Sick Leave

All sick leave absences in excess of one day's duration, and any sick leave absences that are adjoining to weekends, gazetted public holidays and Rostered Days Off (RDO) must be supported by a medical certificate or equivalent legal document, or such absence will be treated as leave without pay.

For all other aspects of sick leave the Sick Leave provisions of the Uniform (Ministerial) Leave Conditions apply except that an employee upon completion of three months service shall be entitled to payment for sick leave taken in the first three months up to a maximum of five working days.

14.1.5. Paid Parental Leave

Up to 1 week on full pay or 2 weeks on half pay parental leave is available to employees who:

otherwise meet the requirements for taking parental leave as set out in clause 31 General Leave Conditions and Accidental Pay of the Crown Employees (Skilled Trades) Award; and

apply for parental leave within the time and the manner determined by the Department Head; and

prior to the expected date of birth or taking custody have completed not less than 40 weeks service.

The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.

Parental leave is available to male or female staff.

14.1.6. Paid Maternity Or Adoption Leave

The entitlement and conditions attached to paid maternity or adoption leave remain unchanged, except that the quantum of leave will be 14 weeks instead of 9 weeks. Leave may be taken at full pay, half pay or as a lump sum.

14.1.7. Extended Leave After 7 Years' Service

Employees with 7 years or more service will be entitled to take (or be paid out on resignation) extended leave in the usual manner. The quantum of leave available is that which would have applied if pro rata leave were granted. For example an employee with 7 years' service has a long service leave entitlement of 30.8 working days. Calculations for other periods of service are set out at Chapter 6-7 of the Personnel Handbook.

There is no requirement for an employee with 7 or more years of service to have been terminated or to have left employment because of illness, incapacity or domestic or other pressing necessity to claim an entitlement. No repayment will be required if an employee does not reach 10 years' service.

14.1.8. Double Pay Extended Leave

An employee with an entitlement to extended leave may elect to take leave at double pay. The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work. 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.

For example, an employee with an extended leave balance of 50 working days wishing to take extended leave at double pay take 25 working days leave from work, reducing their leave balance to 25 days. A further 25 working days will be debited from the employee balance to cover payment of the non-superable taxable allowance.

Other leave entitlements, e.g., recreation leave, sick leave and extended leave will accrue at the single time rate where an employee takes long service leave at double time.

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

Where an employee elects to take extended leave at double pay, in most cases a minimum period of absence of 1 week should be taken, i.e., 1 week leave utilising 2 weeks of accrued leave.

14.1.9. Public Holidays Whilst On Extended Leave

From 1 January 2005, public holidays that fall whilst an employee is on a period of extended leave will be paid and not debited from an employee's leave entitlement.

In respect of public holidays that fall during a period of double pay extended leave an employee will be 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.

7. Delete clause 15, Dispute Resolution, and insert in lieu thereof the following:

15. Dispute Resolution

- 15.1. Subject to the provisions of the Industrial Relations Act 1996, all grievances and disputes relating to the provisions of this award or any other industrial matter 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 Department, if required.
- 15.2. An employee is required to notify, preferably in writing, their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 15.3. The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- 15.4. If the matter remains unresolved with the immediate supervisor or manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. The wages employee may pursue this sequence of reference to successive levels of management until the matter is referred to the appropriate Group General Manager or their nominated representative.
- 15.5. If the matter remains unresolved, the Group General Manager or their nominated representative shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

- 15.6. An employee may, at any stage of these procedures, request to be represented by their union and the Department will agree to such request.
 - 15.7. Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The employee, union and Department shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
 - 15.8. Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving WH&S, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Departmental employee or member of the public.
8. Delete clause 21, Relationship to Awards, Agreements, Etc., and insert in lieu thereof the following:

21. Relationship to Awards, Agreements Etc.

- 21.1 This Award shall be read and interpreted in conjunction with the Awards and Agreements ("the Instruments") covering the Department and its employees, provided that where there is any inconsistency between this Award and the Instruments, this Award shall prevail to the extent of the inconsistency.
- 21.2 In particular, allowances and special rates specified as follows shall continue to operate unless varied by this Award:

Crown Employees (Skilled Trades) Award.

Clause 4 - Allowances

General Construction and Maintenance, Civil and Mechanical Engineering, &. (State) Award.

Clause 5 - Allowances

Gangers (State) Award.

Clause 20 - Wet Places and Slurry

Clause 21 - Working in the Rain

Clause 28 - Height Money

Surveyors Field Hands (State) Remuneration Award.

Plant, &c. Operators on Construction (Department, Water Resources Commission, Commissioner For Main Roads and Maritime Services Board) Award.

Special Rates

9. Delete Appendix One and insert in lieu thereof the following:

APPENDIX ONE

The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each Level is set out in the following 12 Level Wages staff classification structure.

Levels 1 to 6

Level	Definition	Scope of Work	Level of Skill	Quality	Safety	Responsibility
1 (92%)	An employee who is performing duties and is certified by the Department as being competent to work to Level 1 standard.	<p>An employee at this level works under close supervision in a team environment. The employee performs duties that are at a basic level and are manual and repetitive in nature.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operate flexibly on a range of equipment and machinery, on which the employee has received training.</p> <p>Carry out labouring tasks from written or verbal instruction.</p> <p>Any other tasks at this level as directed in accordance with the employee's level of training.</p> <p>Assist other workers at this or other levels to the extent of their experience or training.</p>	An employee at this level will have or be acquiring basic labouring skills.	Be responsible for the quality of their work subject to close supervision.	Understands and applies WH&S requirements so as not to injure themselves or other workers.	An employee at this level will work under close supervision. They will be able to solve elementary problems within their level of skill and training.

<p>2 (95%)</p>	<p>An employee who is performing duties and is certified by the Department as being competent to work to Level 2 standard.</p>	<p>An employee at this level works under close supervision either individually or in a team environment at a basic level within a specific area.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operate within a specific area of work</p> <p>Assist workers at this or other levels.</p> <p>Measure accurately given adequate written or verbal instruction</p> <p>Operate machinery or equipment for which the employee has been trained.</p> <p>Any other task at this level as directed in accordance with their level of training.</p>	<p>An employee at this level will acquire basic skills within a specific area and introductory knowledge across a particular skill stream.</p>	<p>Be responsible for the quality of their own work subject to close supervision.</p>	<p>Understands and applies WH&S requirements so as to not injure themselves or other workers.</p>	<p>An employee at this level will work under close supervision. They will be able to exercise limited discretion and solve elementary problems within their level of skill and training.</p>
<p>3 (97.5%)</p>	<p>An employee who is performing duties within a designated area of work and is certified by the Department as being competent to work in that area of work to Level 3 standard.</p>	<p>An employee at this level works under routine supervision with intermediate skills within a specific area.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operative efficiently and productively within a specific area of work</p> <p>Operate equipment or machinery for which the employee has been trained</p> <p>Carry out tasks from simple plans, sketches and drawings in conjunction with appropriate written or verbal instructions.</p> <p>Understand and implement basic fault finding skills within the worker's specific area.</p> <p>Any other tasks as directed in accordance with the employee's level of training.</p>	<p>An employee at this level will have intermediate specialist skills within a specific area and a basic knowledge level across a specific skill stream.</p>	<p>A Level 3 employee understands and applies quality control techniques to their own work.</p>	<p>Understands and applies WH&S requirements so as to not injure themselves or other workers.</p>	<p>An employee at this level works under routine supervision. The employee is able to exercise discretion and solve problems within their level of skills and training.</p> <p>Is a competent operative who works individually or as part of a team.</p> <p>Works from detailed instructions and procedures in written, spoken or diagrammatic form.</p> <p>Applies a range of general construction skills</p>

<p>4 (100%)</p>	<p>An employee who is performing duties within a designated area of work, and is certified by the Department as being competent to work in that area of work to Level 4 standard.</p>	<p>An employee at this level has either advanced specialised skills within a specific area OR is able to perform competently over a range of tasks within a skill stream.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Exercise good interpersonal communication skills</p> <p>Perform tasks from their own initiative</p> <p>Be able to read, interpret and apply plans, sketches and diagrams to their own work.</p> <p>Assist with informal on-the-job guidance</p> <p>Any other task as directed in accordance with the employee's level of training.</p> <p>(Note) The type of tasks a worker can perform will depend on whether they have a high degree of specialised skills in a specific area or whether they have acquired basic knowledge across a specific skill stream.</p>	<p>An employee at this level will have either advanced specialised skills OR the ability to carry out, at an acceptable standard, a broad range of tasks OR have a recognised trade certificate, or equivalent. In addition, an employee at this level will have an intermediate knowledge level across a specific skill stream.</p>	<p>An employee at this level is able to be responsible for the quality of their own work and be capable of performing basic quality checks on the work of others performing tasks within the employee's sphere of work.</p>	<p>An employee is able to perform tasks safely and is able to identify hazards within the employee's sphere of work to avoid injury to themselves and others.</p>	<p>An employee at this level, having been given adequate written or verbal instructions, is able to control their own schedule and meet objectives with routine supervision. The employee is able to make decisions and solve problems with their sphere of work.</p> <p>An Employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Exercises discretion within his/her level of training.</p> <p>Operates under routine supervision either individually or in a team environment.</p> <p>Is capable of detailed measurement techniques</p> <p>Performs tasks from their own initiative.</p> <p>Provides informal on the job guidance to other employees.</p> <p>Has an understanding of the construction process in two streams.</p> <p>Interacts with and assists employees of other companies on site.</p> <p>Anticipates and plans for constant changes to the work environment.</p>
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<p>5 (105%)</p>	<p>An employee who is performing duties within a designated area of work, and is certified by the Department as being competent to work in the area of work to Level 5 standard.</p>	<p>An employee at this level has highly specialised skills and is able to perform work in one or more areas OR intermediate skills enabling work to be carried out over a range of tasks within a stream.</p> <p>The employee will have a basic knowledge of the construction process.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform tasks from their own initiative.</p> <p>Exercise excellent communication skills.</p> <p>Is highly skilled within a specific area and/or able to perform a range of tasks at an intermediate skill level in a broad range of areas within a stream.</p> <p>Provide guidance to other workers within the team environment.</p> <p>Operate highly efficiently and productively.</p> <p>Read, interpret, calculate and apply information from plans and inform others.</p>	<p>An employee at this level will have highly developed specialist skills OR intermediate skills in a broad range of areas within a stream.</p>	<p>An employee at this level is able to be responsible for the quality of their work and able to identify faults in the work of others at this or lower levels.</p>	<p>Able to be responsible for the safety of themselves and others in the team environment.</p>	<p>An employee at this level is able to work with a minimum of supervision. They are able to examine, evaluate and develop solutions to problems within a specific area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Must hold and act on relevant licences, in their specialist stream.</p> <p>Exercises discretion within the level of his/her training.</p> <p>Perform complex tasks within the level of his/her training.</p> <p>Works under general supervision either individually or in a team environment.</p> <p>Provides guidance, assistance and on the job training as part of a work team.</p> <p>Has a sound understanding of the construction process involved in two or more streams.</p> <p>Reads, interprets and applies information from plans.</p>
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<p>6 (110%)</p>	<p>An employee who is performing duties across more than one stream or within a designated area of work and is certified by the Department as being competent to work in the streams or that area of work to Level 6 standard.</p>	<p>An employee at this level has highly specialised skills and is able to perform work in two or more areas OR has advanced skills enabling work to be carried out over a range of tasks across streams.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform complex tasks in a specified area, and/or</p> <p>Operate at an advanced level over a range of areas with a minimum of supervision.</p> <p>Exercise excellent interpersonal skills</p> <p>Able to offer guidance as part of the work team.</p> <p>Develop solutions for unusual problems.</p> <p>Write brief reports</p> <p>Operate independently, efficiently and productively.</p> <p>Schedule and plan the work activity of others within the work team.</p>	<p>An employee at this level will have a high level of skill over more than one specific area, in advance of Level 5.</p>	<p>An employee at this level is able to be responsible for the quality of their own and others' work.</p>	<p>Able to be responsible for the safety of themselves and others in the workplace.</p>	<p>An employee at this level is able to operate with minimum supervision. They are able to research, evaluate and implement solutions to problems over more than one area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below.</p> <p>Exercises discretion within their level of training</p> <p>Leads as part of a work team</p> <p>Assists in the provision of structured training in conjunction with supervisors and trainers</p> <p>Understands and implements quality control techniques.</p> <p>Works under limited supervision individually or in a team environment.</p> <p>Reads interprets and applies information from plans.</p> <p>Solves technical problems within their sphere of work.</p> <p>Has detailed knowledge of Australian Standards applying to their sphere of work.</p> <p>Recognises and controls hazards associated with their sphere of work.</p>
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Level 7 to 9

Level	Definition	Scope of Work	Responsibility
<p>7 (115%)</p>	<p>An employee who is performing duties across more than one stream or within a designated area of work, and is certified by the Department as being competent to work in the streams or in that area of work to Level 7 standard.</p>	<p>An employee at this level has highly specialised skills and is able to carry out a range of tasks across streams.</p> <p>Indicative of the tasks an employee may perform at this level are:</p> <p>Perform complex tasks completely without supervision in more than one specialised area.</p> <p>Prepare and deliver instructions to team members.</p> <p>Program and schedule work</p> <p>Order equipment</p> <p>Supervise maintenance of equipment</p> <p>Write and present detailed reports</p> <p>Identify and prepare information relating to variations.</p> <p>Operate with expertise in two or more areas.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas.</p> <p>Assisting in supervision or organisation of team operations within or across streams.</p> <p>Quality standards within or across streams.</p> <p>Researches, prepares and presents complex reports.</p> <p>Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on the job skills.</p> <p>An employee at this level is:</p> <p>Competent to operate independently.</p> <p>Capable of planning and/or guiding the work, quality and safety of others.</p> <p>Able to research, evaluate and implement solutions to problems over more than one area.</p>
<p>8 (120%)</p>	<p>An employee who is performing duties across two or more streams or within a designated area of work, and is certified by the Department as being competent to work in the streams or in that area of work to Level 8 standard.</p>	<p>Indicative of the tasks an employee may perform at this level are:</p> <p>Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.</p> <p>Research, prepare and present complex reports.</p> <p>Monitor, evaluate and recommend changes to quality and WH&S programs.</p> <p>Demonstrate an appreciation of the inter-relationship of various areas.</p> <p>Play an active role in training whether for production or safety.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas</p> <p>Assisting in supervision or organisation of team operations within or across areas.</p> <p>Quality standards within or across areas.</p>

<p>9 (126%)</p>	<p>An employee who is performing duties across two or more streams or within a designated area of work, and is certified by the Department as being competent to work in the streams or in that area of work to Level 9 standard.</p>	<p>Indicative of the tasks an employee may perform at this level are:</p> <p>Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.</p> <p>Research, prepare and present complex reports.</p> <p>Monitor, evaluate and recommend changes to quality and WH&S programs.</p> <p>Demonstrate an appreciation of the inter-relationship of various areas.</p> <p>Play an active role in training whether for production or safety.</p> <p>Demonstrate supervisory skills beyond those of a Level 8 employee.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas</p> <p>Assisting in supervision or organisation of team operations within or across areas.</p> <p>Quality standards within or across areas.</p>
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Level 10

Level	Definition	Scope of Work
<p>10 (133% 135%)</p>	<p>An employee who:</p> <ul style="list-style-type: none"> a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and WH&S requirements. <p>A Level 10 employee applies craft and non-craft skills and knowledge and works above and beyond an employee at craft level and to the level of their training:</p> <ul style="list-style-type: none"> Understands and applies quality assurance techniques. Possesses excellent interpersonal as well as oral and written communication skills. Exercises keyboard/computer skills in contract administration, job programming and estimating. Possesses planning, cost control, work organisation, procedural and administrative skills and is able to apply that knowledge when assisting in the supervision of construction contracts. Is aware of WH&S principles and procedures and is able to apply that knowledge when assisting in the co-ordination and supervision of construction contracts. Is aware of and applies Equal Employment Opportunity principles. 	<p>Indicative of the tasks which an employee at this level may perform are:</p> <ul style="list-style-type: none"> Understands and applies computer techniques as they relate to estimate and job control. Has a sound knowledge of the Department operations and procedures as they relate to project supervision and control. Possesses skills to enable the preparation of quantities for progress payments. Has ability to check surveys for accuracy of construction and to prepare reports on general matters relating to the supervision and construction of projects. Prepare estimates, specifications and/or documentation for the execution of new construction, civil works, extensions, alterations and additions to existing structures including water, sewerage and drainage work and general maintenance work. Provide reports and assessment of work in progress, work ahead and general matters as required. Liaise with other sections of the Department, client Departments and Authorities as required. Supervise day labour work to ensure work is completed within time and cost and make recommendations considered necessary to achieve time and cost targets. Supervise contract work including the preparation of valuations, variations, recommendations on extensions of time and overtime deductions. Recommend acceptance of quotations and issue of local orders within authorities as determined. Provide relief at Level 11 as required. Other duties as directed.

Level 11 to 12

Level	Definitions
<p>11 (139% - 147%)</p>	<p>An employee who:</p> <p>a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or</p> <p>b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and WH&S requirements. In addition this employee is required to hold a post-trade certificate, or equivalent qualification and/or experience, in a Construction stream.</p> <p>A Level 11 employee works above and beyond an employee at Level 10 and to the level of their training:</p> <p>Understands and implements quality assurance and financial reporting techniques.</p> <p>Is able to, within the Department policy, guidelines and objectives:</p> <p>co-ordinate and supervise all phases of maintenance and construction work on major and minor building and civil construction projects undertaken by both contract and day labour.</p> <p>ensure compliance with plans and accepted building and construction practice and as necessary prepare valuations of work completed and measurement of quantities for work variations and quotations.</p> <p>estimate, prepare specifications and documentation on all phases of major and minor projects, as required.</p> <p>issue site instructions and recommend alternative construction methods, as necessary.</p> <p>Exercise discretion within the scope of this level.</p> <p>Apply computer operating skills in contract administration, job programming and estimating.</p> <p>Is aware of WH&S principles and procedures, work organisation, administrative requirements and communications processes and is able to apply this knowledge on the job.</p> <p>Provides oversight and assistance as part of a work team on a site or projects.</p> <p>Provides on the job training support for Level 10 employees.</p> <p>Ensures that the provisions of Equal Employment Opportunity are applied to all aspects of the position including the prevention of overt and covert discrimination.</p> <p>Other duties as directed.</p>

Level	Definition
Level 12 (152% - 156%)	<p>An employee who:</p> <p>Possesses skills, knowledge and experience as required for Levels 10 and 11 and holds a post-trade certificate, or equivalent qualification and/or experience in a Construction stream.</p> <p>A Level 12 employee works above and beyond an employee at Levels 10 and 11 and to the level of their training:</p> <p>Undertakes quality assurance, financial reporting and Equal Employment Opportunity responsibilities for the area under their control.</p> <p>Possesses a good standard of communication, work organisation, administrative, WH&S, costing and planning skills and is able to apply leading or directing the work of others.</p> <p>Is able to, within the Department policy, guidelines and objectives:</p> <p>supervise staff at the Department Staff (Wages) Levels 10 and 11 and take responsibility for their work;</p> <p>manage and administer all contract matters including overseeing and approving progress payments, variations, extensions of time and reporting on ability or suitability of prospective tenderers;</p> <p>ensure that action has been taken for timely delivery of plant and other materials on projects.</p> <p>prepare reports on industrial issues, industrial accidents and investigation of same, safety issues, as well as exception reports including valuations of existing buildings and properties for acquisition by the Government or for insurance purposes.</p> <p>Applies computer integrated techniques involving a higher level of computer operating skills than for the Department Staff (Wages) Level 11 employees.</p> <p>Works under limited supervision either individually or in a team environment.</p> <p>Exercises broad discretion within the scope of this level including appropriate delegations of authority.</p> <p>Is able to assist in the provision or planning of on the job training for Level 11 employees.</p> <p>Provides relief at Construction Coordinator level and Levels 10 and 11 as required.</p> <p>Other duties as required.</p>

10. Delete Appendix Two, Survey and Spatial Information, and insert in lieu thereof the following:

APPENDIX TWO

SURVEY AND SPATIAL INFORMATION

The Department Wages Staff employed in the Survey and Spatial information Branch pursuant to the terms of the Surveyors' Field Hands (State) Award and related Awards shall be employed under the terms of this Award and the Surveyors' Field Hands (State) Award with the following exceptions.

1. Allowances

The following allowances set out in the Surveyors' Field Hands (State) Remuneration Award shall not be paid to Department Survey Staff (Wages) employee of any Level:

Clause 3 - Wages subclauses:

(iv) Motor Vehicle/Motor Launch 4WD Vehicle

(v) Hydrographic Duties

Clause 8 - Wet Places

Clause 9 - Underground Work

Clause 10 - Working in the Rain

Clause 11 - Distant Work

2. Department Survey Staff (Wages)

The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each Level is set out in the following 4 level Survey Staff Wages classification structure.

Level	Definition	Scope of Work	Level of Skill	Quality	Safety	Responsibility
1 (92%)	An employee who is performing duties and is certified by the Principal Surveyor, Department, as being competent to work to Survey Staff (Wages) Level 1 standard.	<p>An employee at this level works under supervision in a team environment. The employee performs duties that are manual and repetitive in nature and includes the following.</p> <ul style="list-style-type: none"> has current driver's licence. drives motor vehicles and vessels as directed and in accordance with relevant laws and regulations. maintains in good order basic tools and equipment used by the survey team. reports any specialist maintenance requirement to supervisor keeps survey vehicles and vessels clean, tidy and attends to day to day service requirements. monitors and reports on level of materials in hand (e.g.: pegs, G.I. pipes, etc.). competently carries out manual field tasks required by the surveyor/party leader in the course of completing a survey. able to measure accurately and effectively communicate the measurement and related data to the surveyor/party leader. accepts training in the use of surveying equipment and instruments (e.g.; theodolites, levels, total stations, data loggers, pipefinding equipment etc.). operates echo sounders and pipefinding equipment when trained. assist in basic office duties (e.g.; filing). any other tasks as directed in accordance with the employee's level of training. A Survey Staff (Wages) employee travels and lives away from home as required in the performance of duties of their employment. 	An employee at this level will have, or be acquiring, manual and measuring skills required in assisting a surveyor/party leader in their work.	Be responsible for the quality of their work subject to supervision.	Understands and applies WH&S requirements so as not to injure themselves or other workers.	An employee at this level will work under supervision. They will be able to solve elementary problems within their level of skill and training.

Level	Definition	Scope of Work	Level of Skill	Quality	Safety	Responsibility
2 (95%)	<p>An employee who is performing duties and is certified by the Principal Surveyor, Department, as being competent to work to Survey Staff (Wages) Level 2 standard.</p>	<p>An employee at this level works under supervision either individually or in a team environment at an intermediate knowledge level across a broad range of tasks assisting a surveyor/party leader.</p> <p>In addition to the 'Scope of Work' defined in Survey Staff (Wages) Level 1, the employee performs duties which include the following:</p> <p>under the direction of a surveyor/party leader, operates surveying instruments (e.g.; theodolites, levels, total stations, data loggers) for the major part of their time, or when required.</p> <p>understands and competently uses Department surveying data coding system.</p> <p>makes routine field notes accurately and legibly.</p> <p>under the direction of a surveyor/party leader downloads and processes routine field data using standard survey software.</p> <p>performs basic manual field data reductions (e.g. level reductions).</p> <p>can work from information shown in diagrammatic/planimetric form.</p> <p>assists in office tasks as directed including data entry to records systems.</p> <p>any other tasks as directed in accordance with employee' s level of training.</p> <p>A Survey Staff (Wages) employee travels and lives away from home as required in the performance of duties of their employment.</p>	<p>An employee at this level will have acquired routine field data capture skills and intermediate knowledge level across a broad range of surveying tasks.</p>	<p>Be responsible for the quality of their own work, subject to supervision.</p>	<p>Understands and applies WH&S requirements so as to not injure themselves or other workers</p>	<p>An employee at this level works under supervision. The employee is able to exercise limited discretion and solve elementary problems within their level of skills and training.</p>

Level	Definition	Scope of Work	Level of Skill	Quality	Safety	Responsibility
3 (97.5%)	Position(s) at Survey Staff (Wages) Level 3 will be filled after a merit selection process, by an employee who is able to perform duties at this level.	<p>An employee at this level works under supervision with intermediate specialist skills and an ability to carry out, at an acceptable standard, a broad range of tasks assisting a surveyor/party leader.</p> <p>In addition to the 'Scope of Work' defined in Survey Staff (Wages) Level 2, the employee performs duties which include the following:</p> <p>understands and assists with the operation of specialised survey data capture systems and instruments.</p> <p>routinely uses computers to download and process routine field data using standard survey software.</p> <p>carries out quality checks on processed data and reports results to supervisor.</p> <p>assists with office calculations, data entry and transmission.</p> <p>prepares diagrams and sketches plans.</p> <p>carries out searches for utility services data and survey control data.</p> <p>assists with job planning</p> <p>any other tasks as directed in accordance with employee's level of training.</p> <p>A Survey Staff (Wages) employee travels and lives away from home as required in performance of duties of their employment.</p>	An employee at this level will have intermediate specialist skills and the ability to carry out, to an acceptable standard, a broad range of tasks assisting a surveyor/party leader.	A Survey Staff (Wages) Level 3 employee understands and applies quality control techniques to their own work.	Understands and applies WH&S requirements so as to not injure themselves or other workers.	<p>An employee at this level works under supervision. The employee is able to exercise discretion and solve problems within their level of skills and training.</p> <p>is a competent operative who works individually or as part of a team.</p>

Level	Definition	Scope of Work	Level of Skill	Quality	Safety	Responsibility
4 (100%)	Position(s) at Survey Staff (Wages) Level 4 will be filled after a merit selection process, by an employee who is able to perform duties at this level.	<p>An employee at this level has advanced specialised skills within a specific area and works individually, as a party leader or part of a specialised team.</p> <p>In addition to the 'Scope of Work' defined in Survey Staff (Wages) Level 3, the employee performs duties which include the following:</p> <p>effectively operates specialised survey data capture systems and survey instruments.</p> <p>downloads and processes digital and analogue data captured by specialised systems and performs relevant quality checks.</p> <p>given adequate instructions, plans work and reports progress against objectives.</p> <p>provides informal on the job guidance to other employees.</p> <p>any other tasks as directed in accordance with the employee's level of training.</p> <p>A Survey Staff (Wages) employee travels and lives away from home as required in performance of duties of their employment.</p>	An employee at this level will have advanced specialised skills OR has completed three Stages of the Surveying Associate Diploma or equivalent and can demonstrate specialised skills.	An employee at this level is able to be responsible for the quality of their own work and be capable of performing quality checks on the work of Survey Staff (Wages) Level 1, 2 and 3 employees performing tasks within their sphere of work.	An employee is able to perform tasks safely and is able to identify hazards within the employee's sphere of work to avoid injury to themselves and others.	An employee at this level, having been given adequate written, spoken or diagrammatic instructions, is able to control their own schedule and meet objectives as set. The employee is able to make decisions and solve problems within the sphere of work allocated, and within their level of skill and training. The employee is responsible to a supervisor for all outputs.

11. Delete Appendix Three, Apprentices, and insert in lieu thereof the following:

APPENDIX THREE

APPRENTICES

Apprentices employed pursuant to the terms of the Crown Employees (Skilled Trades) Award shall be employed under the terms of this Award and the Crown Employees (Skilled Trades) Award with the following exceptions.

1. Leave

Clause 15. - Leave of this Award shall have effect to the extent that it is inconsistent with Clause 30 - General Leave Conditions and Accident Pay of the Crown Employees (Skilled Trades) Award and the Uniform (Ministerial) Leave Conditions.

2. Wages - Refer to Part B Table 3

3. Fortnightly Payment

Wages staff shall be paid fortnightly.

The Department shall not keep more than five days pay in hand.

4. Electrical Trade Apprentices

Apprentices to the electrical/electronic trades shall be paid Excess Fares and Travelling Time according to the provisions generally applying to building tradespersons under subclause 13.1 of this Award.

Apprentices to the electrical/electronic trades shall be paid Tool Allowance at the rate of \$44.20 per fortnight in lieu of the Crown Employees (Skilled Trades) Award provision.

5. Building Trade Apprentices

Building trade apprentices will be paid Excess Fares and Travelling Time according to the provisions of Part B - Allowances of this Award.

6. All Purpose Payment in Lieu of Certain Allowances

All allowances set out in clauses 4 and 15, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to apprentices.

At clause 4, Allowances, all sub-clauses except:

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (41) Asbestos
- (44) Asbestos Eradication

In recognition that apprentices will continue to work under circumstances that previously attracted allowance payments pursuant to the above-specified subclauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

2002

\$38.10 per fortnight for all Heritage and Building Services Group apprentices, other than plumbing apprentices.

\$43.30 per fortnight for plumbing apprentices.

1.1.2003

\$39.60 per fortnight for all Heritage and Building Services Group apprentices, other than plumbing apprentices.

\$45.00 per fortnight for plumbing apprentices.

1.7.2003

\$41.60 per fortnight for all Heritage and Building Services Group apprentices, other than plumbing apprentices.

\$47.30 per fortnight for plumbing apprentices.

(Plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

12. Delete Appendix Four, Competency Based Promotion from Wages Staff Level 2, 3, or 4, and insert in lieu thereof the following:

APPENDIX FOUR

COMPETENCY BASED PROMOTION FROM WAGES STAFF LEVEL 2, 3 OR 4

Further to the memorandum of agreement between various Public Sector employers and Unions with respect to the second tier wage increase in the Crown Employees (Skilled Tradesmen) Award from 1988, competency development involves multi-skilling.

Competency based promotion will not be offered to duration staff until their reclassification to permanent status or to apprentices within 12 months after completion of their indentures.

BUILDING GROUP TRADES

Should a Building Group tradesman achieve the additional "standard" competencies for Building Group trades staff, competency based promotion to level 5 can occur. The additional "standard" competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. The relevant District Manager shall conduct assessment and certification of the additional "standard" competencies and additional specific competencies for each employee.

ADDITIONAL "STANDARD" COMPETENCIES FOR BUILDING GROUP TRADES:

SCAS (ability to perform field surveys and tabulate data manually. Introduction of any new technologies will be negotiated separately.)

Floor/Wall Tiling

Painting

Gyprock/Ceiling Fixing

Concreting/Brickwork

Fencing

Site Restoration (int/ext)

Glazing or Roof Glazing

First Aid Certificate

HERITAGE SERVICES GROUP TRADES

Should a Heritage Services Group employee employed achieve the additional "standard" competencies for Heritage Services Group Trades staff and the required additional specific competencies set out for that trade, competency based promotion to level 5 can occur. The additional "standard" and "specific" competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. Specific competencies are integral to the work undertaken by Heritage Services and staff must be proficient to tradesman levels with no limit to application of the competency. The Section Managers, Heritage Services, shall conduct assessment and certification of the additional "standard" competencies and additional specific competencies for each employee.

ADDITIONAL "STANDARD" COMPETENCIES FOR HERITAGE SERVICES GROUP

Floor/Wall Tiling

Painting or Forklift Operation

Gyprock/Ceiling Fixing

Concreting/Brickwork

Site Restoration (int/ext)

First Aid Certificate

ADDITIONAL SPECIFIC COMPETENCIES FOR HERITAGE SERVICES GROUP TRADES:

Plumber (2 required)	Painter (2 of 3 required)	Stonemason (2 required)
Slatework Lead/Copper Work	Gold Leaf/Stencil Work Signwriting Glazing (measure, cut & fix)	Operate Factory Machines Work & Fix Complicated Stones
Electrician	Carpenter	Stone Cutters
Data Cabling	Glazing Rendering/Gyprock	Competent on all machines Competent Crane Operation

STONEMASONS

For the above purposes, complicated stones are those that:

Are typified by such properties as having more than one mould/template or having a high degree of marking out or existing in two or more planes.

Examples include:

baluster dies, finials, gothic mould tracery, stones of exceptional size that require a high degree of accuracy, pediment springers, ramp and twists, dentils, columns and capitols, and stones that require letter cutting.

Should there be any disagreement over the classification of the stone the Factory Co-ordinator and Stonemasonry Manager will adjudicate.

LABOURERS

Should an employee employed as a labourer achieve all the additional competencies set out below for that occupation, competency based promotion to level 4 can occur. The additional competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. The relevant District Manager, Building Group or the Section Manager, Heritage Services, shall conduct assessment and certification of the additional specific competencies for each employee.

ADDITIONAL COMPETENCIES FOR LABOURERS:

Floor/Wall Tiling

Rendering

Painting

Gyprock/Ceiling Fixing

Brickwork

Fencing

First Aid certificate

Should a the Department Wages employee Level 3 in receipt of a leading hand allowance achieve competency-based promotion to Level 4, then payment of the leading hand allowance will cease.

A the Department Wages employee level 2 or 3 in receipt of a leading hand allowance who achieves competency based promotion to Level 4 will not suffer a loss of remuneration.

GENERAL

Should a the Department Wages employee Level 4 in receipt of a leading hand allowance achieve competency based promotion to Level 5, then payment of the leading hand allowance will cease.

Should an employee request in writing, and be willing to undertake, the training required to achieve competency based promotion to Wages employee Level 4 or 5 and have that training denied by the Department, then the relevant competency based promotion will be granted 12 months after the original date of the request for training.

The Department of Wages employee Level 2, 3 or 4 denied competency based promotion by the relevant District Manager or the Section Managers, Heritage Services shall have rights of appeal against that decision to a panel consisting of the Heritage and Building Services Group Resource Manager, a Section/District Manager other than the maker of the original decision and a nominee of the relevant union. Should the matter remain unresolved it will be referred to an external assessor. In all other respects, the appeal process will duplicate that used for promotion appeals within the Heritage and Building Services Group.

13. Delete Part B, Rates & Allowances, and insert in lieu thereof the following:

PART B
RATES & ALLOWANCES

Rates

From the first full pay period commencing on or after 3 July 2015 the rates of pay set out under the heading FPPOOA 3.7.2015 shall be payable. These rates represent a 2.50% wage increase from the first full pay period commencing on or after 3 July 2015.

Table 1 - Wages Classification and Salary Schedules

Classification		Rate per fortnight FPPOOA 3.7.2015 \$
L1	(92%)	1,864.89
L2	(95%)	1,927.17
L3	(97.5%)	1,979.76
L4	(100%)	2,026.97
L5	(105%)	2,141.28
L6	(110%)	2,229.82
L7	(115%)	2,331.30
L8	(120%)	2,432.22
L9	(126%)	2,554.31
L10	(133%)	2,687.90
	(135%)	2,745.57
L11	(139%)	2,825.98
		2,886.01
	(147%)	2,991.10
L12	(152%)	3,084.03
	(156%)	3,174.25

Progression from Level 6 to Level 7 and from Level 10 to Level 11 shall be on the basis of satisfactory performance and the demonstration of appropriate competency. Such progression shall be on the determination of the Department.

- (2) Employees required to hold trade certificates, or the equivalent, for the below named trades shall be paid a Special Allowance for all purposes of this Award as follows:

	Rate per fortnight FPPOOA 3.7.2015 \$
Stonemason-carvers	135.62
Electricians	135.62
Plumbers	21.43

- (3) The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each level is detailed in the 12 Level classification structure, set out at Appendix 1.

Table 2 - Survey and Spatial Classification and Salary Schedules

		FPPOOA 3.7.2015 \$
L1	(92%)	1,771.09
L2	(95%)	1,838.43
L3	(97.5%)	1,888.60
L4	(100%)	1,933.63

Table 3 - Apprentice Classification and Safety Schedules

		FPPOOA 3.7.2015 \$
1st year		985.57
2nd year		1,262.71
3rd year		1,586.87
4th year		1,813.12

Allowances**Conditions of Employment - Allowances**

In general, the conditions of the Crown Employees (Skilled Trades) Award shall apply to employees to simplify administration and provide consequent savings.

Specific conditions relating to;

Excess Fares and Travelling Time

Distant Work

Payment for Loss of Tools

Overtime

Tool Allowance

shall operate as provided by this clause.

(1) Fares And Travelling Time

An allowance of \$22.70 per day, comprising of \$13.60 for fares and \$9.10 for travelling time, (including the Rostered Day Off) shall be paid to employees to compensate for fares and travelling time to and from places of work, provided that only the travelling time component of the allowance shall be payable if the Department provides, or offers to provide transport free of charge to the employee and that offer is refused.

An employee, who on any day is required to work at a site away from their accustomed workshop and who shall, at the direction of the Department, present for work at such site at the usual starting time, shall be paid this allowance for each such day.

Where an employee is sent during working hours from a shop to a site, or a site to a shop, or from a shop to a shop, or from a site to a site, the Department shall pay all travelling time and fares incurred in addition to the amounts the Department may be liable to pay under this clause.

Where an employee is required to use their private vehicle to transfer from one work site to another during working hours the employee shall be paid an allowance of \$0.81 per kilometre.

An employee using a motor vehicle for work must have for the vehicle a valid Third Party insurance policy and a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department.

The provisions of Clause 16 - Dispute Resolution of this Award shall be used to resolve any problems concerning the operation of this clause.

The provisions of this subclause do not apply to employees classified as Staff (Wages) Level 8 or above.

(2) Distant Work

The provisions of this clause apply only to employees employed in non-metropolitan Departmental Regions. This clause does not apply to employees employed in the Newcastle, Central Coast, Sydney and Wollongong metropolitan areas.

For the purpose of this clause, Distant Work is that in respect of which the distance or the travelling facilities to and from such places of work make it reasonably necessary that the employee should live and sleep at some place other than their usual place of residence at the time of commencing such work. Provided that if the employee, whilst employed on Distant Work, changes their usual place of residence or any further change thereof (if made whilst employed on Distant Work) shall be the usual place of residence for determination whether the work is Distant Work within the meaning of this clause.

Provided further that after the expiration of four weeks, this clause shall not apply to an employee who is appointed to work as a regular employee at a permanent workshop whilst working at such workshop.

While on Distant Work, a majority of employees concerned and Departmental management may mutually agree that ordinary working hours may be worked up to a maximum of twelve hours per day on any day of the week.

Providing that the employees concerned and Departmental management will mutually agree, in accordance with the Department's convenience, whether additional time worked is taken as time off in-lieu of payment at ordinary rates at either:

the completion of the project; or

within three months of its being worked; or

is paid at ordinary rates.

An employee engaged on Distant Work shall be conveyed with tools to and from at the Department's expense. Such conveyance shall be made only once unless the employee is recalled and sent again to the place of work when it shall be made each time that this happens, provided that the return fares and travelling time need not be paid to an employee:

who leaves of their own free will; or

is dismissed for misconduct

before the completion of the job, before being three months in such employment, whichever first happens, or is dismissed for incompetence within one week of engagement.

Time occupied in travelling to and from Distant Work shall be paid for at ordinary rates, provided that no employee shall be paid more than an ordinary day's wages for any day spent in travelling unless the employee is on the same day occupied in working for the Department. The employee shall be paid also an amount of \$21.00 to cover the expenses, if any, of reaching home and of transporting tools.

On Distant Work the Department shall provide reasonable board and lodging or pay an allowance of \$64.00 per day for each day residing away from the usual place of residence or \$447.10 per week of seven days but such allowance shall not be wages.

Reasonable board and lodging for the purpose of this clause shall mean lodging in a well-kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting, good heating, hot and cold running water in either a single room or a twin room if a single room is not available.

Where an employee is engaged upon distant jobs and is required to reside elsewhere than on site they shall be paid the fares and travelling time allowance prescribed by this clause.

An employee on Distant Work, after three months continuous service, and thereafter at three monthly intervals, may return home at the weekend and shall be paid the fares reasonably incurred in so travelling home and to the place of work, provided however, that if the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, as hereinbefore mentioned, then the provision of this subclause shall not be applicable.

The employee shall inform the Department in writing of subsequent change to the usual place of residence.

If the Department and an employee engaged on Distant Work agree in writing, the paid Rostered Day Off prescribed in the Award may be taken and paid for at a time mutually agreed. The agreement shall only apply for a paid day or days off work up to maximum accrual of five days.

In general terms, the Department's policy for employees is that the provisions of the Distant Work Clause apply where the work site is situated more than 95 kilometres from the Depot or Post Office of the town in which the employee is based and the employee lives away from home for the period of the job.

The only exceptions to this rule would be in rare cases, such as where road conditions or special circumstances make it unreasonable or uneconomic to apply. In such circumstances local Departmental management has discretion to apply Distant Work provisions on sites situated less than 95 kilometres from the Depot or Post Office, subject to written justification being recorded on the job file and signed by the local Departmental management representative. The employee must live away from home to receive payment under these circumstances.

(3) Payment For Loss of Tools

- (a) An employee shall be reimbursed by the Department to a maximum of \$1628.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the direction of the Department in a room or building on Department premises, job or workshop or in a lock-up or if the tools are lost or stolen while being transported by the employee at the Department's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.

Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

- (b) Where an employee is absent from work because of illness or accident and has advised Department, then the Department shall ensure that the employee's tools are securely stored during the employee's absence.

- (c) Provided that for the purposes of this subclause:

Only tools used by the employee in the course of their employment shall be covered by this subclause.

The employee shall, if requested to do so, furnish the Department with a list of tools so used.

Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.

The employee shall report any theft to the police prior to making a claim on the Department for replacement of stolen tools.

It is assumed that the Department has directed staff to store their tools (as detailed above) unless otherwise directed not to.

(4) Overtime

Overtime provisions, including payment for meals, as provided by clause 9, Overtime of the Crown Employees (Skilled Trades) Award shall apply to all employees.

An employee may opt to take time-off in lieu of paid overtime at the same rate at which the overtime was accrued, subject to management agreement. Any such time-off will be taken within an agreed time and not later than 3 months of the working of the overtime. An employee, subject to management agreement, may take part time-off in lieu and part payment for overtime.

(5) Tool Allowance

Tool Allowances payable to Wages Staff shall be those set out in the following table:

Trade Description	Rate per fortnight \$
Carpenter/Joiner	58.20
Stonemason-carver	58.20
Stonemason	58.20
Plumber	58.20
Electrician	58.20
Plasterer	58.20
Bricklayer	41.60
Slater & Tiler	30.40
Painter	14.20

(6) Thermostatic Mixing Valves Allowance

An employee who is required by the Department to act on their thermostatic mixing valve licence shall be paid \$0.65 per hour, while undertaking inspection and certification of thermostatic mixing valves.

(7) Allowances Review

Increases in Expense Related Allowances payable under the Awards listed in Clause 22 of this Award shall be paid, as appropriate, to employees covered by this Award. Payment of increases shall be made from the same operative date as Award variations.

Expense Related Allowances include:

Tool Allowance

Meal Allowance

Excess Fares and Travelling Time

Distant Work Allowances

Wage Related Allowances shall increase by the same percentage amount, and from the same operative date, as rates of pay increase under this Award.

(8) All Purpose Payment in Lieu of Certain Allowances

The provisions of this subclause do not apply to:

Wages Staff employees Levels 9, 10, 11 and 12.

Wages Staff employees who have no entitlement to allowances payable under the Crown Employees (Skilled Trades) Award.

All allowances set out in clauses 4 and 15, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to Wages Staff employees of any Level.

At clause 4, Allowances, all subclauses except:

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (41) Asbestos
- (44) Asbestos Eradication

In recognition that employees will continue to work under circumstances that previously attracted allowance payments pursuant to the above specified clauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

From 5.7.2013

\$58.20 per fortnight for all Heritage and Building Services Group employees other than slaters, plumbers and plumbing apprentices.

\$65.47 per fortnight for slaters, plumbers and plumbing apprentices.

(Plumbers and plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

Should circumstances arise where the payment of the allowance prescribed by this subclause for plumbers becomes consistently disadvantageous when compared to payment through the claiming of allowances as set out in the Crown Employees (Skilled Trades) Award, then the Department and the Union will review the situation. Any result of such a review that results in the requirement to amend this subclause will be presented as a consent matter by the Department and the Union.

(9) Driving Van Allowance

Department Wages Staff employees allocated and responsible for commercial vehicles containing Departmental plant and equipment, which are parked at the premises of the employee overnight, shall be paid a flat allowance of \$2.69 per day. This allowance is paid daily for each day worked and is not paid for all purposes of this Award. It shall be treated as a wage related allowance for the purpose of future increases.

5. This variation shall take effect from the first full pay period to commence on and from 25 June.

I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (FIRE & RESCUE NSW TRADESPERSONS) AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Fire and Rescue NSW.

(No. IRC 380 of 2015)

Before Commissioner Tabbaa

24 June 2015

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Hours
3.	Payment of Wages
4.	Rates of Pay
5.	Parties Bound
6.	Savings of Rights
7.	Relationship to Acts/Awards for Apprenticeships
8.	Union Subscriptions
9.	Fleet Tradespersons Multi-skilling
10.	Additional Wage Rates
11.	Team Leader Allowance and Higher Duties
12.	Technician Allowance
13.	Authorised Heavy Vehicle Allowance
14.	On Call Allowance
15.	Trade Employees Working Together
16.	Tool Allowance
17.	Apprentice Tool Loan
18.	Fire Equipment Allowance
19.	Apprentice to Tradesperson
20.	Special Rates
21.	Maintenance of Existing Service and Personal Allowances
22.	Overtime and Penalty Rates
23.	Meal Allowance
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26.	Annual Leave
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29.	Rostered Days Off
30.	Long Service Leave
31.	Sick Leave
32.	Bereavement Leave
33.	Clothing
34.	Insurance of Tools
35.	Procedure on Charge
36.	Higher Grade Pay

37. Anti-Discrimination
38. Term of Employment
39. Grievance and Dispute Resolution Procedures
40. Personal/Carer's Leave - August 1996
41. Maternity Leave
42. Parental Leave
43. Adoption Leave
44. Family and Community Service Leave
45. Trade Union Leave
46. Supplementary Labour
47. Salary Packaging Arrangements
48. Workplace Reform Program
49. Calculations
50. No Extra Claims
51. 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 Brigades -
Maintenance, Construction and Miscellaneous Staff)
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 & Rescue NSW (FRNSW) holding office as such under the Government Sector Employment Act 2013.

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

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

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

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

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

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

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

"Resignation" means voluntarily leaving the service of FRNSW.

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

"Union" means the:

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

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

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

having regard for their respective coverage.

2. Hours

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

3. Payment of Wages

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

4. Rates of Pay

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

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

5. Parties Bound

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

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

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

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

6. Savings of Rights

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

7. Relationship to Acts / Awards for Apprenticeships

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

8. Union Subscriptions

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

9. Fleet Tradespersons Multi-Skilling

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

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

10. Additional Wage Rates

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

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

11. Team Leader Allowance and Higher Duties

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

12. Technician Allowance

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

13. Authorised Heavy Vehicle Allowance

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

14. On Call Allowance

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

15. Trade Employees Working Together

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

16. Tool Allowance

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

Classification

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

Apprentices

Motor Mechanic
Automotive Electrician
Fitter
Electronic Technician

17. Apprentice Tool Loan

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

18. Fire Equipment Allowance

- 18.1 This allowance only applies to Tradespersons in the Fleet and Communications Section.

18.1.1 Employees with a minimum of twelve (12) months continuous service covered by this Award shall be paid a fire equipment allowance as set out in Table 3 of this Award, as varied by the provisions of subclause 18.1.2.

18.1.2 Apprentices covered by this Award shall be entitled to be paid at the Non-Trades Staff rate of the allowance as set out in Table 3 of this Award after a minimum of twelve (12) months continuous service.

19. Apprentice to Tradesperson

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

20. Special Rates

20.1 In addition to the wages and allowances prescribed by - clauses 4. Rates of Pay; 10. Additional Wage Rates; 11. Team Leader Allowance; 15. Trade Employees Working Together and 16. Tool Allowance - the following special rates and allowances shall be paid to employees.

20.1.1 Confined Spaces - Working in a place the dimensions or nature of which necessitates working in a stooped or cramped position or without sufficient ventilation; the amount set out in Item 1 of Special Rates in Table 3.

20.1.2 Dirty Work - Work which a Team Leader and tradesperson agree is of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned and for which no other special rates are prescribed shall be paid for by an additional amount at the rate set out in Item 2 of Special Rates in Table 3, above the rate prescribed by this Award.

20.2 In the case of disagreement between the Team Leader and tradesperson the latter shall be entitled within 12 hours to ask for a decision on his/her claim by the employer, his/her industrial officer, manager, superintendent or engineer. In such a case a decision shall be given on the worker's claim within 24 hours of it being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the union is dissatisfied with the decision of the employer, his/her industrial officer, manager or engineer shall have the right to bring such case before the Industrial Relations Commission of New South Wales.

20.3 Height Pay -

20.3.1 Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the amounts set out in Item 3 of Special Rates in Table 3. Height shall be calculated from where it is necessary for the employee to place his hands or tool in order to carry out the work to such ground, deck, floor or water. For the purposes of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to an employee working on a suitable scaffold erected in accordance with the Scaffolding and Lifts Act 1912. An additional amount set in Item 4 of Special Rates in Table 3 shall be paid for every metre beyond that specified in Item 3 of Special Rates in Table 3.

20.3.2 Plasterers required to work on a swing scaffold shall be paid the amount also set out in Item 13 of Special Rates in Table 2.

20.4 Hot Places - Working in the shade in places where the temperature is raised by artificial means to between 46 degree Celsius and 54 degree Celsius and places where the temperature exceeds 54 degree Celsius, the amounts set in Item 14 of Special Rates in Table 2. Where work continues for more than two hours in temperatures exceeding 54 degree Celsius, employees shall also be entitled to 20 minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

- 20.5 Insulation Material - Employees working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material is being used in insulating work shall be paid the amount set in Item 5 of Special Rates in Table 3, or if the insulating materials be silicate, the amount also set in Item 6 of Special Rates in Table 3, whether they are actually handling such materials or not; provided that such insulating material shall include granulated cork but shall not include cork board or materials contained in unbroken packages.
- 20.6 Wet Places -
- 20.6.1 An employee working in a place where water other than rain is falling so that his or her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid the amount set in Item 15 of Special Rates in Table 2, per hour extra; provided that this extra rate shall not be payable in respect of the disabilities provided for in clause 4.1, Industry Allowance, of this Award; nor to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
- 20.6.2 Where a plumber is required to work in the rain, the plumber shall be paid the amount also set in Item 16 of Special Rates in Table 2, per hour extra for time so worked.
- 20.6.3 An employee called upon to work knee deep in mud or water, shall be paid at the rate also set in Item 17 of Special Rates in Table 2, per day in addition to the ordinary rates of pay prescribed for each day or portion thereof so worked; proved that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- 20.7 Swinging Scaffolds - A payment as set out in Item 18 of Special Rates in Table 2, for the first four hours or any portion thereof, and an additional amount also set in Item 18 of Special Rates in Table 2 for each hour thereafter on any day shall be made to any persons employed:
- 20.7.1 On any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
- 20.7.2 On a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.
- 20.8 Provided that solid plasterers when working off a swing scaffold shall receive an additional amount, also set in Item 19 of Special Rates in Table 2, per hour.
- 20.9 Spray Applications - An employee engaged on all spray applications carried out in other than a properly construction booth, approved by the Department of Industrial Relations, shall be paid the amount set in Item 7 of Special Rates in Table 3, per hour extra.
- 20.10 Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid the amount set out in Item 20 of Special Rates in Table 2 per hour extra with a minimum payment also set out in Item 20.
- 20.11 Electric Welding Plumbers - A plumber engaged on electric welding applicable to plumbing shall be paid the amount in Item 21 of Special Rates in Table 2, per hour extra for the time so worked.
- 20.12 Explosive Powered Tools - Employees required to use explosive powered tools shall be paid the amount set in Item 22 of Special Rates in Table 2.
- 20.13 Scaffolding Rigging - An employee who is the holder of a scaffolding or rigging certificate issued by the Office of Industrial relations, Department of Commerce, and is required to act on that certificate whilst engaged on work requiring a certificated employee shall be paid an additional amount set out in Item 23 of Special Rates in Table 2.
- 20.14 Extra Rates not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.

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

20.16 Distant Places -

20.16.1 All employees working in districts west and north of and excluding State Highway No. 17 from Tocumwal to Gilgandra, State highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 63 from Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes shall be paid the amount set out in Item 24 of Special Rates in Table 2, extra per day.

20.16.2 All employees working in the Western Division of the State shall be paid the amount also set in Item 24 of Special Rates in Table 2 extra per day.

20.16.3 All employees working within the area bounded by and inclusive of the Snowy River from the New South Wales border to Dalgety, thence by road directly from Dalgety to Berridale and on to the Snowy Mountains Highway at Adaminaby thence to Blowering, thence by a line drawn from Blowering southwest to Welarewang, and on to the Murray River, thence in a southeasterly direction along the New South Wales border to the point of commencement shall be paid the amount also set in Item 24 of Special Rates in Table 2 extra per day or part thereof.

20.17 Applying Obnoxious Substances -

20.17.1 An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the amount set in Item 8 of Special Rates in Table 3, per hour extra.

20.17.2 In addition, employees applying such materials in buildings which are normally air conditioned shall be paid the amount also set in Item 9 of Special Rates in Table 3, per hour extra for any time worked when the air conditioning plant is not operating.

20.17.3 Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the NSW Department of Health.

20.17.4 Employees working in close proximity to employees so engaged shall be paid the amount also set in Item 10 of Special Rates in Table 3 per hour extra.

20.17.5 For the purposes of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

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

20.19 Asbestos Eradication -

20.19.1 Application - This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.

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

20.19.3 Control - All aspects of asbestos eradication work shall be conducted in accordance with the N.S.W. Occupational Health and Safety Act 2000, the Occupational Health and Safety

(Asbestos Removal Work) Regulation 1996 and the N.S.W. Construction Safety Act 1912 Regulations concerning construction work involving asbestos and asbestos cement.

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

21. Maintenance of Existing Service and Personal Allowances

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

22. Overtime and Penalty Rates

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

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

23. Meal Allowance

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

24. Travelling Time and Fares

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

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

25. Travelling Expenses

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

26. Annual Leave

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

- 26.6 Annual Leave shall be taken in block periods, the shortest of which not being less than five (5) sequential working days in duration. The block periods shall, in any one year, comply with one of the formats outlined as follows:
- 26.6.1 one block period of four weeks duration; or
- 26.6.2 one block period of three weeks duration followed later by one block period of one weeks duration; or
- 26.6.3 one block period of one weeks duration followed later by one block period of three weeks duration; or
- 26.6.4 one block period of two weeks duration followed later by another one block period of two weeks duration; or
- 26.6.5 four block periods of one weeks duration.
- 26.7 Annual Leave shall be taken in accordance with the roster.
- 26.8 The parties agree to jointly work towards reducing each employees accrual of Annual Leave to the accumulation of twenty (20) days plus the current years entitlement. The only exceptions being, in the case of family emergencies, or with prior notification of a planned extended holiday.

27. Annual Leave Loading

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

made. Where payment is made as at 30 November, because no period of two weeks leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.

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

28. Holidays

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

29. Rostered Days Off

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

30. Long Service Leave

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

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

31. Sick Leave

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

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

32. Bereavement Leave

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

33. Clothing

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

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

34. Insurance of Tools

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

35. Procedure on Charge

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

36. Higher Grade Pay

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

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

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

37. Anti-Discrimination

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

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

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

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

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

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

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

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

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

37.5.1 Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.

37.5.2 Section 56(d) of the Anti-Discrimination Act 1977 provides;

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

38. Term of Employment

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

- 38.2 For the purposes of meeting the needs of the industry, FRNSW may require any employee to work reasonable overtime, including work on Saturdays, Sundays and public holidays at the rate prescribed in

this Award, and unless reasonable excuse exists the employee shall work in accordance with such requirements.

38.3 In the event of wet weather, no deduction from wages shall be made subject to the following conditions:

38.3.1 An employee shall continue working until such time as the officer in charge orders the employee to cease work.

38.3.2 An employee shall stand by as directed by the officer in charge.

38.3.3 An employee shall report for duty as directed.

38.4 The absence of an employee from work for a continuous period exceeding five working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned employment.

38.5 Provided that if within a period of 14 days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the FRNSW that the absence was for reasonable cause, the employee shall be deemed to have abandoned employment.

38.6 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

38.6.1 No payment in respect of wages, annual leave or long service leave shall be assigned or charged to any person but shall be paid to the employee entitled thereto, or may be paid to the employee entitled thereto, or may be paid to a person authorised by the employee to receive the same.

38.6.2 FRNSW shall be entitled to deduct out of an employee's wages such sum as the employee requests in writing in respect of contributions or payments for purposes approved by FRNSW.

39. Grievance and Dispute Resolution Procedures

39.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.

39.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute, or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

39.3 The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

39.4 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Commissioner.

39.5 The Commissioner may refer the matter to the Industrial Relations Secretary for consideration.

39.6 If the matter remains unresolved, the Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

39.7 A staff member, at any stage, may request to be represented by their Union.

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

40. Personal/Carer's Leave - August 1996

40.1 Use of Sick Leave -

- 40.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 1.1.3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 21 of the Award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- 40.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 40.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 40.1.3.1 the employee being responsible for the care of the person concerned; and
 - 40.1.3.2 the person concerned being:
 - 40.1.3.2.1 a spouse of the employee; or
 - 40.1.3.2.2 a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - 40.1.3.2.3 a child or an adult child (including and adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or defacto spouse of the employee; or
 - 40.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - 40.1.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.

- 40.1.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 40.2 Unpaid Leave for Family Purpose -
- 40.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 1.1.3(ii) above who is ill.
- 40.3 Annual Leave -
- 40.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- 40.3.2 Access to annual leave, as prescribed in paragraph 1.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- 40.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- 40.3.4 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- 40.4 Time Off in Lieu of Payment for Overtime -
- 40.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- 40.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- 40.4.3 If, having elected to take time as leave in accordance with paragraph 1.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- 40.4.4 Where no election is made in accordance with paragraph 1.4.1, the employee shall be paid overtime rates in accordance with the Award.
- 40.5 Make-up Time -
- 40.5.1 An employee may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award, at the ordinary rate of pay.
- 40.5.2 An employee on shift work may elect, with the consent of the employer to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- 40.6 Rostered Days Off -
- 40.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 40.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

- 40.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- 40.6.4 This subclause is subject to the employer informing each union which is both party to the Award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- 40.7 Personal Carers Entitlement for casual employees -
- 40.7.1 Subject to the evidentiary and notice requirements in 40.1.2 and 40.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 40.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 40.7.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 40.7.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

41. Maternity Leave

- 41.1 A staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
- 41.1.1 for a period up to 9 weeks prior to the expected date of birth; and
- 41.1.2 for a further period of up to 12 months after the actual date of birth.
- 41.2 A staff member who has been granted maternity leave may, with the permission of the Department Head, take leave after the actual date of birth:
- 41.2.1 full-time for a period of up to 12 months; or
- 41.2.2 part-time for a period of up to 2 years; or
- 41.2.3 as a combination of full-time and part-time over a proportionate period of up to 2 years.
- 41.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 41.4 A staff member who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- 41.5 If the position occupied by the staff member immediately prior to maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the Government Sector Employment Act 2013.
- 41.6 A staff member who:

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

42. Parental Leave

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

- 42.8 Right to request - An employee entitled to parental leave may request the employer to allow the employee:
- 42.8.1 to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - 42.8.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - 42.8.3 to return from a period of parental leave on a part-time basis until the child reaches school age;
 - 42.8.4 to assist the employee in reconciling work and parental responsibilities.
 - 42.8.5 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - 42.8.6 Employee's request and the employer's decision to be in writing. The employee's request and the employer's decision made under 42.8.2 and 42.8.4 must be recorded in writing.
 - 42.8.7 Request to return to work part-time - Where an employee wishes to make a request under 42.8.4 such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
 - 42.8.8 Communication during parental leave - Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - 42.8.8.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - 42.8.8.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - 42.8.8.3 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - 42.8.8.4 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

43. Adoption Leave

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

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

44. Family and Community Service Leave

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

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

45. Trade Union Leave

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

46. Supplementary Labour

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

47. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

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

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

48. Workplace Reform Program

- 48.1 The parties agree that this Award, in providing a single classification and rate of pay for all tradespersons in the Fleet Section, including appropriate allowances, provides appropriate compensation

in recognition of multi-skilling and changes made to working arrangements through consultation and cooperation. Workplace reform will continue - but not limited to - the following issues:

Consultation with the parties in relation to the implementation of this Award, and

Ensuring Equal Employment Opportunity and recognition of merit.

49. Calculations

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

50. No Extra Claims

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

51. Area, Incidence and Duration

- 51.1 The Crown Employees (Fire & Rescue NSW Tradespersons) Award 2015 rescinds and replaces the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2014, published 4 July 2014 (376 I.G. 337).
- 51.2 The Crown Employees (Fire & Rescue NSW Tradespersons) Award 2014 rescinded and replaced the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2012.
- 51.3 The Crown Employees (Fire & Rescue NSW Tradespersons) Award 2012 was an 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.
- 51.4 The Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award was made following a review under Section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Fire Brigade (Maintenance, Construction And Miscellaneous Staff) Award, published 8th July 2004 (345. I.G. Part 3) as varied. This Award rescinds and replaces the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) Award published 15 February 2008 (364. I.G. 1276) as varied.
- 51.5 The Award published 9th February 2001 rescinded and replaced the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) Award published 9th March 1977 and reprinted 15th November 1991 (265. I.G. 1518), and all variations thereof and the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) 1994 Expense Related Allowances Award published 5th July 1996 (293. I.G. 853) and all variations thereof.
- 51.6 Changes that were made to the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award were as a result of an Award Review pursuant to Section 19 of the Industrial Relations Act 1996 and the Principles for Review of Awards - State Decision 1998.
- 51.7 Historically rates of pay and wage related allowances expressed in the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award have had a nexus with the Crown Employees Wages Staff (Rates of Pay) Award and its successors. However, after the

date of the making of the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2012 this nexus ceased.

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

51.9 This award shall take effect on and from 1 July 2015 and remain in effect until 30th of June 2016, and thereafter until replaced or rescinded.

PART B MONETARY RATES

Table 1- Wages

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

Clause 4, Rates of pay Classification	From 1/7/2015 2.5% per week \$
(a) Electrical Department - Automotive Electrical	1031.40
Battery Fitter	1031.40
Electrical Fitter	1031.40
Trades Assistant (Electrical Department)	828.10
Labourer-General (Electrical Department)	667.00
(b) Workshops Department - Blacksmith/Welder	977.00
Bodymaker	966.90
Draughtsperson - 1st year	893.10
- 2nd year	933.00
- 3rd year	977.00
- 4th year	1031.40
- thereafter	1080.20
Welder	977.00
Fitter and/or Turner	940.30
Motor Mechanic	966.90
Motor Trimmer	966.90
Painter (Vehicle)	966.90
Panel Beater	966.90
Signwriter (Vehicle)	940.30
Trades assistant (Mechanical Workshops)	799.00
Labourer - General (Mechanical Workshops)	667.00
(c) Boot Factory - Bootmaker	933.00
(d) Building Maintenance Department - Draughtsperson Building services	
- 1st year	1031.40
- 2nd year	1050.40
- 3rd year	1069.50
- 4th year	1088.80
- thereafter	1118.50
Plumber	977.00
Bricklayer	966.90
Carpenter	966.90
Painter	966.90
Plasterer	966.90
Labourer - Builders	949.70
(e) Cleaner -	855.70

Stores Assistant	900.90
Sailmaker	940.30
(h) Hose Repair Department - Hose Assembler and Repairer	893.10

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

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

	1/7/2015 2.5% Per week \$
COMMUNICATION SECTION	
Electronic Technician	
- 1st year	1330.80
- 2nd year	1370.90
- 3rd year	1395.30
- 4th year	1425.00
Instrument Maker	1176.20
Radio Mechanic	1123.00
Telephone Mechanic	1123.00
Electronic Tradesperson	1289.90
Electrical Mechanic	1123.00
Trades Assistant	902.00

	1/7/2015 2.5% per week \$
FLEET SECTION	
Fire Vehicle Repairer	
- 1st Year	1137.80
- Thereafter* (Rate = 1st Year + FEA)	1214.30
Trades Assistant	870.10

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

	1/7/2015 2.5% per week \$
APPRENTICES**	
- 1st year	455.60
- 2nd year (Rate = 2nd Year + NT FEA)	656.10
- 3rd year (Rate = 3rd Year + NT FEA)	824.60
- 4th year (Rate = 4th Year + NT FEA)	942.00
Adult (Rate = Adult + NT FEA)	942.00

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

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

**Table 2 - Other Rates and Allowances
from the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and
Miscellaneous Staff) Award**

Item	Clause 10, Additional Wage Rates	1/7/2015 2.5% \$
1	10.1 Electricians: An electrician who is the holder of A Grade Licence (per week) B Grade Licence (per week)	45.60 24.60
2	10.2 Lead Burner - The ordinary rates for lead shall be calculated by adding to the rate prescribed for journey person Plumbers in this Award (per hour)	0.84
3	10.3 Plumber when required to act on a Plumbers Licence (per hour)	1.19
4	10.3.2 When required to act on a Gasfitters Licence (per hour)	1.19
5	10.3.3 When required to act on a Drainers Licence (per hour)	0.98
6	10.3.4 When required to act on a Plumbers and Gasfitters Licence (per hour)	1.59
7	10.3.5 When required to act on a Plumbers and Drainers Licence (per hour)	1.59
8	10.3.6 When required to act on Gasfitters and Drainers Licence (per hour)	1.59
9	10.3.7 When required to act on a Plumber's, Gasfitter's and Drainer's Licence (per hour)	2.16
10	10.5 Electric Welding Certificate (per hour)	0.67
11	10.6 Computing Quantities (per day)	5.39
12	10.7 Certificate of Registration (per hour)	0.70
Clause 20. Special Rates		
13	20.3.2 Plasterers working on swing scaffold (per hour)	0.79
14	20.4 Hot Places (per hour)	0.71
15	20.6 Wet Places - Water other than rain (per hour)	0.71
16	20.6.2 Plumber in the rain (per hour)	0.71
17	20.6.3 Knee deep water/mud (per day)	5.89
18	20.7 Swinging Scaffolds for the first four hours or any portion thereof, and For each hour thereafter	5.39 1.09
19	20.8 Plasterers working on swing scaffold (per hour)	0.16
20	20.10 Roof work (per hour)	0.90
21	20.11 Electric Welding (per hour)	0.26
22	20.12 Explosive Powered Tools (per day)	2.48
23	20.13 Scaffolding Rigging (per hour)	0.71
24	20.16 Distant Places- 20.16.1 West and North of State Highway 17 etc (per day) 20.16.2 Western Division (per day) 20.16.3 Snowy River to Dalgety etc (per day)	1.11 1.81 1.81
25	20.18 Painters - burning off paint and applying the first coat (per hour)	0.70
Clause 20.22 Chokages		
26	Chokages (per day or part of a day)	7.65

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

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

Item	ALLOWANCES	1/7/2015 2.5% \$
1	Team Leader Allowance (per week)	171.00
2	Technician Allowance (per week)	143.30
3	Heavy Vehicle Inspectors Allowance (per day)	2.10
4	On Call Allowance - Monday to Friday (per day)	20.27
5	On Call Allowance - Saturday, Sunday & Public Holidays (per day)	30.86

Item	Clause 20, SPECIAL RATES	1/7/2015 2.5% \$
1	20.1.1 Confined Spaces	0.96
2	20.1.2 Dirty Work	0.81
3	20.3.1 Height Pay - 7.5 metres	0.86
4	20.3.1 Height Pay - every metre beyond	0.26
5	20.5 Insulation Material	0.81
6	20.5 Insulation Material - if Silicate	0.96
7	20.9 Spray Applications (per hour)	0.80
8	20.17.1 Applying Noxious Substances - Epoxy (per hour)	0.96
9	20.17.2 Applying Noxious Substances - Air Conditioning (per hour)	0.62
10	20.17.4 Applying Noxious Substances - Close Proximity (per hour)	0.78
11	20.20 Asbestos Eradication (per hour)	2.67

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

Clause 16, TOOL ALLOWANCES	1/7/2015 per week \$
Bodymaker	29.10
Motor Mechanic	29.10
Painter(Vehicle)	7.10
Panel Beater	29.10
Automotive Electrician	29.10
Electronic Technician	15.20
Instrument Maker	15.20
Radio Mechanic	15.20
Telephone Mechanic	15.20
Fitter	29.10
Electronic Tradesperson	15.20

Apprentices	
Motor Mechanic	29.10
Automotive Electrician	29.10
Fitter	29.10
Electronic Technician	15.20

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

Clause 18, FIRE EQUIPMENT ALLOWANCE	1/7/2015 2.5% per week \$
Fire Equipment Allowance (FEA) - Trades**	76.50
Fire Equipment Allowance (FEA) - Non Trades	57.20

** 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	1/7/2015 per meal \$
1	After 1 1/2 hour overtime	14.10
2	Each 4 hours thereafter	12.10

Item	Clause 24, TRAVELLING TIME AND OTHER FARES	1/7/2015 per day \$
1	Other than Builders' Labourers	22.70
2	Employer providing transport	9.10

Item	Clause 34, INSURANCE OF TOOLS	1/7/2015 per day \$
1	Maximum claim for loss of tools	1,691.34

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.

I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (INDEPENDENT PRICING AND REGULATORY TRIBUNAL 2015) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 306 of 2015)

Before The Honourable Justice Walton, President

19 June 2015

AWARD

PART A

SECTION 1 - FRAMEWORK

1. Arrangement

Clause No. Subject Matter

PART A

SECTION 1 - FRAMEWORK

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PART B

MONETARY RATES

Table 1 - Salaries

2. Title

- 2.1 This award shall be known as the Crown Employees (Independent Pricing and Regulatory Tribunal 2015) Award.

3. Definitions

- 3.1 "Act" means the Independent Pricing and Regulatory Tribunal Act 1992.

- 3.2 "At the convenience of" means the operational requirements to permit the staff member's release from duty or that satisfactory arrangements can be made for the performance of the staff member's duties during the absence.
- 3.3 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.4 "Chief Executive Officer" means the Chief Executive Officer of the Independent Pricing and Regulatory Tribunal who has been delegated particular power(s) under the Act.
- 3.5 "Public Service Senior Executive" is a person employed in a position by the Tribunal under section 8 (2) of the Act whose terms and conditions of employment are governed by an employment contract.
- 3.6 "Contractor/Consultant" is a person or company engaged by the Tribunal under section 9 (4) of the Act to assist it in the exercise of its functions.
- 3.7 "Employee(s)" or "Staff member(s)" means and includes all persons who are permanently or temporarily employed under section 8(2) of the Independent Pricing and Regulatory Tribunal Act 1992, excluding public service senior executives.
- 3.8 "Employer" or "Tribunal" means the Independent Pricing and Regulatory Tribunal.
- 3.9 "JCC" means the Tribunal's Joint Consultative Committee established by this award.
- 3.10 "Nominee" means a person who has been delegated particular power(s) of the Chief Executive Officer.
- 3.11 "Normal work" means the method of carrying out work functions that were established practice prior to the onset of a dispute or grievance, in terms of the Grievance and Dispute Settling Procedures clause in this Award.
- 3.12 "Position" means a position, either full time or part time, at the Tribunal.
- 3.13 "Salary rates" means the ordinary time rate of pay for the staff member's grading excluding allowances and penalties not regarded as salary.
- 3.14 "Service" means continuous period of employment for salary purposes.
- 3.15 "Staff member(s)" or "Employee(s)" means and includes all persons who are permanently or temporarily employed under section 8(2) of the Independent Pricing and Regulatory Tribunal Act 1992, excluding public service senior executives.
- 3.16 "Supervisor" means the immediate supervisor of the area in which a staff member is employed or any other staff member authorised by the Chief Executive Officer to fulfil the role of a supervisor, other than a person employed as a consultant or contractor.
- 3.17 "Tribunal" or "Employer" means the Independent Pricing and Regulatory Tribunal.
- 3.18 "Workplace" means the whole organisation or, as the case may be, a branch or section of the organisation that staff members are employed in.
- 3.19 Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.

4. Consultative Arrangements

- 4.1 The parties to this award shall through the established Joint Consultative Committee (JCC) encourage and facilitate workplace reform and equitable, innovative and productive workplace relations.

5. Parties

- 5.1 The parties to this award are the Tribunal and the Association.

6. Work Environment

- 6.1 Occupational Health and Safety: Through the JCC, the parties to this award shall develop appropriate strategies to achieve and maintain an accident free and healthy workplace in accordance with the Work Health and Safety Act 2011 and Regulations.
- 6.2 Equity in Employment: Through the JCC, the parties to this award shall review existing and new work practices and policies to achieve and maintain employment equity.
- 6.3 Harassment-Free Workplace: The parties to this award shall refrain from, and not be party to, any form of harassment in the workplace.

7. Grievance and Dispute Settling Procedures

- 7.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority, if required.
- 7.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 7.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act, 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive Officer or delegate.
- 7.4 The immediate manager (or other appropriate officer) shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 7.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable.
- 7.6 This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Chief Executive Officer.
- 7.7 The Chief Executive Officer or the Association may refer the matter to mediation.
- 7.8 If the matter remains unresolved, the Chief Executive Officer shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 7.9 A staff member, at any stage, may request to be represented by their Association.
- 7.10 The staff member or the Association on their behalf or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 7.11 The staff member, the Association and Tribunal shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

- 7.12 Whilst the procedures outlined in subclauses 7.1 to 7.11 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties.
- 7.13 In a case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

8. Hours of Work

- 8.1 The business hours of the Tribunal are from 8.30 a.m. to 5.00 p.m., Monday to Friday.
- 8.2 Standard hours are 35 hours per week between 9.00 a.m. and 5.00 p.m., Monday to Friday.
- 8.3 The ordinary hours of work are 35 hours per week averaged over a 12 week period.
- 8.4 The Tribunal may require a staff member to perform duty beyond the hours determined under this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- 8.4.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
- 8.4.2 any risk to staff member health and safety;
- 8.4.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
- 8.4.4 the notice (if any) given by the Tribunal regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours or;
- 8.4.5 any other relevant matter.

9. Flexible Work Hours

- 9.1 9.1 Ordinary Hours -
- 9.1.1 The business hours of the Tribunal are from 8.30 a.m. to 5.00 p.m., Monday to Friday.
- 9.1.2 Standard hours are 35 hours per week between 9.00 a.m. and 5.00 p.m., Monday to Friday.
- 9.1.3 The daily normal contract hours of work for staff members are seven hours a day.
- 9.2 Settlement Period -
- 9.2.1 The settlement period is 12 weeks with contract hours of 420.
- 9.3 Bandwidth -
- 9.3.1 The standard bandwidth is Monday to Friday between 7.00 a.m. and 7.00 p.m. during which time normal work can be undertaken. This time shall be counted as accrued work time.
- 9.3.2 Subject to agreement between the supervisor and a staff member(s) work undertaken outside the bandwidth is counted as accrued work time. Any work performed outside the bandwidth without prior approval of the supervisor shall not count as accrued work time.
- 9.3.3 Staff members directed to undertake work prior to 7.30 a.m. or after 6.00 p.m., are entitled to overtime.

- 9.3.4 The standard bandwidth may be varied by agreement between the appropriate supervisor and staff member to suit operational needs or to assist with care responsibilities or other needs.
- 9.4 Coretime -
- 9.4.1 Standard core time is between 9.30 a.m. and 3.30 p.m. This is the period of the working day when all staff members are required to be on duty unless on a lunch break or approved leave.
- 9.4.2 In normal circumstances, staff members commencing duty after or ceasing duty before core time, must apply for an appropriate amount of leave in quarter day increments.
- 9.4.3 In exceptional circumstances, staff members may commence work after standard core time, or cease duty before the end of coretime, provided they notify their supervisor as soon as possible.
- 9.5 Lunch and Meal Breaks -
- 9.5.1 Staff members shall be entitled to a meal break of one hour, however, a minimum meal break of 30 minutes shall be taken.
- 9.5.2 A meal break up to a maximum of two and a half hours may be taken between midday and 2.30 p.m. The supervisor's prior approval is required for a meal break in excess of one hour.
- 9.5.3 Staff members shall be required to take a meal break not more than five hours after commencing work, or before 2.00 p.m., whichever is the earlier.
- 9.6 Hours Worked -
- 9.6.1 Staff members may choose their daily starting and finishing times within the bandwidth subject to core time provisions, supervisor's approval and the availability of work.
- 9.6.2 The Chief Executive Officer or nominee may direct staff members to work seven hours on a specified day also nominating starting and finishing times within the bandwidth on that day.
- 9.6.3 Staff members shall not normally work more than ten hours per day.
- 9.7 Conditions for Flexi Leave -
- 9.7.1 Staff members must have the supervisor's approval prior to taking flexi leave. Requests for flexi leave shall not be unreasonably refused. the Tribunal shall ensure that a staff member does not constantly forfeit excess credit hours at the conclusion of settlement periods as a result of reasonable requests for flexi leave being refused or the staff member being directed by the supervisor to work long hours within the bandwidth.
- 9.7.2 The Chief Executive Officer or nominee may direct a staff member to work standard hours where the staff member is not observing work hours arrangements established under this award or any associated administrative instructions.
- 9.7.3 Where staff members give notice of resignation or retirement they, in consultation with the Supervisor, shall take all reasonable steps to eliminate additional flexi leave, credit or debit hours.
- 9.7.4 Where staff members have accumulated debit hours at the completion of the last day of service, any monies owing shall be debited accordingly by the forfeiture of annual leave. If a staff member has no annual leave to credit at the last day of service, their salary shall be adjusted accordingly.
- 9.8 Flexi Leave -

- 9.8.1 Where gainful work is available, staff members can accrue work time in excess of seven hours per day.
- 9.8.2 With the supervisor's approval staff members can take up to six days flexi leave in any settlement period either as full days, half days or combinations thereof. Flexi leave may be taken on consecutive days.
- 9.8.3 A half day flex can only be taken where three and a half hours have been worked by staff members during the bandwidth either immediately before or after the half day.
- 9.8.4 During peak periods where it is not possible to take flexi leave, staff members may carry forward credit hours worked to the next settlement period.
- 9.8.5 Staff members may carry forward up to 42 hours credit to the next settlement period. Hours in excess of this amount are forfeited.
- 9.8.6 In exceptional circumstances the 42 hour limit can be exceeded and the additional time carried forward to the next period on the condition the supervisor and staff members agree to a strategy to ensure staff members reduce their time to less than 462 hours.
- 9.8.7 Staff members may carry forward up to 14 hours debit to the next settlement period.
- 9.8.8 Any hours below 406 hours shall require the submission of an application form for recreation leave to cover the shortfall (where there is no annual leave to credit, leave without pay is to be taken).
- 9.9 Banking Hours -
- 9.9.1 Staff members may bank up to a maximum of six flexi days in each settlement period.
- 9.9.2 This maximum entitlement of six days in each settlement period is to be reduced by the number of flexi days taken during that settlement period. Any remaining credit hours may be added to the normal flexi credit.
- 9.9.3 A maximum of 12 days may be banked over four consecutive settlement periods, with a maximum balance of 12 days at any one time.
- 9.9.4 A banked day is equivalent to seven hours.
- 9.9.5 Banked days may be taken with other forms of leave including flexi leave and by agreement, can be taken in quantities ranging from one half day to 12 days.
- 9.9.6 All banked days to be taken as leave must be agreed to beforehand between supervisor and staff members.
- 9.9.7 Banked flex days shall be payable on termination. Any flex credit at the date of termination is not payable.
- 9.10 Natural Emergencies and Major Transport Disruptions -
- 9.10.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 9.10.1.1 apply to vary the working hours as provided in the flexible work hours clause of this award; and/or
- 9.10.1.2 negotiate an alternative working location with the Tribunal; and/or

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

10. Part Time Work

- 10.1 Staff members engaged on a part-time basis shall be granted leave and other entitlements on a pro-rata basis in accordance with the requirements of the Industrial Relations Act 1996.

11. Part Year Employment

- 11.1 The Chief Executive Officer or nominee may grant staff members part-year employment by approving a number of weeks unpaid leave per year under current LWOP provisions.
- 11.2 This allows staff members to work an agreed number of weeks per year, with an agreed number of weeks unpaid leave and annual leave on a pro-rata basis.

12. Part Time Leave Without Pay

- 12.1 The Chief Executive Officer or nominee may approve part time leave without pay (LWOP) for full-time staff members for a limited period of time.

13. Salaries

- 13.1 The salary ranges prescribed by this award are as set out in Table 1 - Salaries, of Part B, Monetary Rates.

14. Salary Progression

- 14.1 Performance Enhancement System
- 14.1.1 Formal appraisal under the Tribunal's Performance Enhancement System (PES) shall be used to assess incremental progression to the next salary point within each level.
- 14.1.2 The salary and performance of each staff member shall normally be reviewed annually on the anniversary of the appointment to their current position.
- 14.1.3 In special circumstances, additional formal appraisals may be completed within the annual cycle.
- 14.2 Accelerated Progression: A staff member who performs exceptionally (as determined by PES appraisals) may be recommended to the Chief Executive Officer for accelerated progression through the years within the IPART Officer Levels as set out in Table 1 - Salaries of Part B, Monetary Rates.

15. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 15.1 The entitlement to salary package in accordance with this clause is available to:
- 15.1.1 permanent full-time and part-time employees;
- 15.1.2 temporary employees, subject to the Tribunal's convenience; and
- 15.1.3 casual employees, subject to the Tribunal's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 15.7.
- 15.2 For the purposes of this clause:
- 15.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 13, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

- 15.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 15.3 By mutual agreement with the Tribunal, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 15.3.1 a benefit or benefits selected from those approved by the Tribunal; and
- 15.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Tribunal for the benefit provided to or in respect of the employee in accordance with such agreement.
- 15.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 15.5 The agreement shall be known as a Salary Packaging Agreement.
- 15.6 Except in accordance with subclause 15.8, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Tribunal at the time of signing the Salary Packaging Agreement.
- 15.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 15.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
- 15.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 15.7.3 subject to the Tribunal's agreement, paid into another complying superannuation fund.
- 15.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 15.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 15.9.1 Police Regulation (Superannuation) Act 1906;
- 15.9.2 Superannuation Act 1916;
- 15.9.3 State Authorities Superannuation Act 1987; or
- 15.9.4 State Authorities Non-contributory Superannuation Act 1987,
- the Tribunal must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 15.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 15.9 of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

- 15.11 Where the employee makes an election to salary package:
- 15.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 15.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 13, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 15.12 The Tribunal may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 15.13 The Tribunal will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

16. Appointment and Promotion

- 16.1 The Chief Executive Officer or nominee may appoint or engage a person to any salary that is within the salary range.
- 16.2 In determining commencing salary regard shall be given to:
- 16.2.1 The person's skills, experience and qualifications;
 - 16.2.2 The salary rate required to attract the person; and
 - 16.2.3 The remuneration of existing staff members performing similar work.
- 16.3 On appointment or engagement, a staff member shall be advised of their commencing salary rate and of any salary increments to which they may have access.
- 16.4 New staff members appointed to positions at the Tribunal shall be in the first instance appointed on a probationary basis for a period up to 6 months.
- 16.5 The probation period may be varied or waived at the discretion of the Chief Executive Officer or nominee.

17. Allowances

- 17.1 Meal Allowances
- 17.1.1 The meal allowances provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.
- 17.2 Temporary Assignment Allowance
- 17.2.1 Staff members directed to perform the duties of a higher position for at least five (5) consecutive working days shall be paid an allowance.
 - 17.2.2 The Chief Executive Officer or nominee shall determine the amount of the allowance.
- 17.3 Travel Allowances - Conditions

17.3.1 The travel allowances provisions as set out in the clauses in Section 3 - Travel Arrangements of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

17.4 First Aid Allowance

17.4.1 The first aid allowance provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

17.4.2 Adequate first aid outfits shall be provided, maintained and placed under the control of nominated staff members possessing first aid qualifications.

18. Union Consultation, Access and Activities

18.1 The provisions for union consultation, access and activities as set out in Section 5 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, including consultation and technological change and union deductions, shall apply.

19. Extended Leave

19.1 The extended leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award Reviewed 2009 or an award replacing it, shall apply.

20. Family and Community Service Leave

20.1 The Family and Community Service Leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

20.2 The personal carer's leave provisions are contained in this clause and also in the Sick Leave clause of this award.

21. Leave Without Pay

21.1 The leave without pay provisions as set in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

22. Military Leave

22.1 The military leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

23. Religious Or Cultural Observations

23.1 The observance of essential religious or cultural obligations shall be in accordance with provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

24. Parental Leave

24.1 Parental leave provisions include Maternity leave and Adoption Leave. The parental leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

25. Purchased Leave

25.1 The Chief Executive Officer or nominee may approve an application by a staff member for the purchase of additional leave in accordance with the Tribunal's policy.

26. Recreation Leave

- 26.1 The recreation leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

27. Annual Leave Loading

- 27.1 The annual leave loading provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply, however, no restrictions on salary paid to staff members shall apply.

28. Sick Leave

- 28.1 The sick leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply. Further:

28.1.1 Staff members absent from duty because of illness or incapacity shall, where possible, report the absence not later than one hour after their normal commencing time.

28.1.2 In exceptional circumstances and on a case by case basis, the Chief Executive Officer or nominee, may grant staff members paid special sick leave or allow the leave to be taken on a half pay basis, including leave to be taken on half pay during extended periods of absence.

29. Special Leave

- 29.1 Special leave is paid leave which applies to activities not regarded as being on duty and which are not covered by other forms of leave.

- 29.2 The Chief Executive Officer or nominee may grant special leave in accordance with the provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, in the following situations:

29.2.1 Jury service.

29.2.2 Witness at court - official capacity.

29.2.3 Witness at court - other than in official capacity - Crown witness.

29.2.4 Called as a witness in a private capacity.

29.2.5 Examinations.

29.2.6 Association activities.

29.2.7 Return home when temporarily living away from home.

29.2.8 Return home when transferred to new location.

- 29.3 In addition to the provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, special leave may be granted for the following situations:

29.3.1 Volunteers of recognised organisations (five days in any period of 12 months).

29.3.2 First aid training and retraining.

29.3.3 Attend retirement preparation seminars (two days).

- 29.3.4 Meetings for financial members of professional or learned societies (up to five days).
- 29.3.5 Competitors or officials at the Commonwealth or Olympic/Paralympic Games (up to four weeks).
- 29.4 Any other circumstance applied for by staff members as special leave, that is not covered by this clause may be granted by the Chief Executive Officer or nominee on a case by case basis.
- 29.5 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 47 Leave for Matters Arising From Domestic Violence have been exhausted, the Chief Executive shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

30. Study Leave

- 30.1 Study leave for full-time study may be granted to assist staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours.
- 30.2 Study leave may be granted for studies at any level, including undergraduate study.
- 30.3 The grant for study leave is entirely at the discretion of the Chief Executive Officer or nominee in accordance with this clause and is dependent on the availability of Tribunal funds and the relevance and value of the studies to the Tribunal.
- 30.4 Study leave is granted to staff members as leave without pay with financial assistance at the rate of:
- 30.4.1 full pay for studies which are directly relevant to the functions of the Tribunal and can be demonstrated to directly improve the efficiency or effectiveness of the Tribunal; or
- 30.4.2 half pay for studies that are of appreciable benefit to the efficiency or effectiveness of the Tribunal.
- 30.5 Studies are considered directly relevant to the efficiency or effectiveness of the Tribunal when:
- 30.5.1 the studies relate directly to the staff member's functions and are necessary to enable these to be carried out effectively;
- 30.5.2 the studies involve research, the results of which are likely to have a significant impact on the Tribunal's operations;
- 30.5.3 the staff member would gain skills and knowledge, which are required by the Tribunal;
- 30.5.4 the studies would assist the Tribunal to meet EEO objectives or other special purposes, and the skills and knowledge gained would contribute to improvements in effectiveness and efficiency.
- 30.6 Studies are considered to be of appreciable benefit to the efficiency or effectiveness of the Tribunal when:
- 30.6.1 the studies relate to the staff member's likely future duties and are necessary to enable these to be carried out effectively;
- 30.6.2 the studies involve research, the results of which are likely to have an impact on the Tribunal's operations;
- 30.6.3 the staff member would gain skills and knowledge, which are required by the Tribunal;
- 30.6.4 the studies would assist the Tribunal to meet EEO objectives or other special purposes and the skills and knowledge gained would contribute to improvements in effectiveness and efficiency.

- 30.7 An applicant may be granted leave without pay instead of study leave if the Tribunal considers that:
- 30.7.1 the studies proposed are neither directly relevant, nor of appreciable benefit to the effectiveness or efficiency of the Tribunal; or
 - 30.7.2 financial constraints preclude the grant of study leave; or
 - 30.7.3 while the studies proposed are relevant, a scholarship or award won by the applicant provides financial support equivalent to full or half salary.
- 30.8 When study leave is granted a "cost-to-the-State" bond must be undertaken by the staff member. The bond requires after-service of:
- 30.8.1 twice the period of study leave granted where financial assistance is at the level of full pay
 - 30.8.2 the same period of study leave granted where financial assistance is at the level of half pay.
- 30.9 If the after-service is not completed, the bond requires the staff member to reimburse salary paid for the period of study leave as well as the value of any incremental progression or leave accrued during the period.

31. Staff Development

- 31.1 The provisions relating to staff development and training activities as set out in Tribunal's Staff Development Policy shall apply.

32. Study Time

- 32.1 Study time is available to develop the skills and versatility of staff members in accordance with this clause and may be granted at the discretion of Chief Executive Officer or nominee.
- 32.2 It shall not be granted to staff members to attend a course organised essentially for full time students or which, in later stages, requires full time attendance.
- 32.3 Study time may be granted at full pay to staff members who are studying on a part-time basis.
- 32.4 Study time may be used for:
- 32.4.1 attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 32.4.2 necessary travel during working hours to attend lectures, tutorials etc. held during or outside working hours; and/or
 - 32.4.3 private study; and/or
 - 32.4.4 accumulation, as outlined in subclause 32.17 of this clause.
- 32.5 Half an hour is granted for every hour of class attendance required, up to a maximum grant of four hours per week.
- 32.6 Where this grant is insufficient to cover essential absences, the necessary extra time can be granted.
- 32.7 Study time granted in excess of four hours per week must be made up.
- 32.8 Staff members who take study time on any particular day must work the contract hours on that day. For example, a staff member who is entitled to two hours study time on a Wednesday afternoon must ensure that they work five hours before proceeding on study time.

- 32.9 A half-day flexi leave or a half-day annual leave may be combined with a half-day study time to cover a full day's absence from duty.
- 32.10 Where staff members have less than a half-day study time and wish to be absent for a full day, they may take annual leave for the remainder of the day.
- 32.11 Study time is not to be taken in any week when classes are not attended.
- 32.12 If a staff member attends more than one class, the weekly study time should be reduced correspondingly, when one of those classes is not attended.
- 32.13 Study time is an expendable grant, which if not used at the nominated time, is lost.
- 32.14 If an emergency situation occurs, a staff member may have to give up their normal study time. If circumstances allow, however, such time may be granted on another day during the same week.
- 32.15 Study time is not available for repeated subjects unless evidence can be provided that failure to successfully complete the subject at first attempt was caused by circumstances outside the staff member's control.
- 32.16 Staff members attending repeat subjects during working hours, for which study time has not been granted, must make up all time taken off in attending those subjects.
- 32.17 Subject to Tribunal convenience -
- 32.17.1 Staff members may choose to accumulate part or all of their study time.
- 32.17.2 Accumulated study time may be taken in any pattern or at any time.
- 32.18 Correspondence students are granted study time in the manner outlined in subclause 32.8 of this clause, that is, half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of four hours per week.
- 32.19 Where there is no corresponding face-to-face course, the institution will be asked to indicate the attendance requirements if such a course existed.
- 32.20 Correspondence students may accumulate their study time as outlined in subclause 32.17 of this clause, in order to cover any compulsory residential schools.
- 32.21 Block periods of study time may be granted to staff members in relation to the research and thesis component of: higher degrees, qualifying studies for admission to higher degrees; or Honours studies.
- 32.22 These block periods may be granted on the following basis:
- 32.22.1 Where a course at any level involves a thesis or major project as well as coursework, the usual study time would be granted for the coursework, and ten days study time for the thesis/major project component;
- 32.22.2 For qualifying studies entirely by thesis the grant is ten days;
- 32.22.3 For masters degree studies by research and thesis only, the total grant is:
- 32.22.3.1 25 days for courses of two years minimum duration; and
- 32.22.3.2 35 days for courses of three years minimum duration.
- 32.22.4 For doctoral studies, the total grant for the course is 45 days.

- 32.23 Where a staff member is undertaking qualifying or higher degree studies by coursework only, normal study time is granted.

33. Reimbursement of Fees

- 33.1 Staff members undertaking approved part-time study or training shall be eligible for reimbursement of all or part of the fees (including HECS) and/or other compulsory charges.
- 33.2 The decision as to whether or not fees and/or other compulsory charges are approved in part or in full for reimbursement (and the method of reimbursement) is entirely at the discretion of the Chief Executive Officer or nominee.
- 33.3 Staff members applying for study time and/or reimbursement of fees and/or other compulsory charges shall, as soon as possible, be advised of which fees shall be reimbursed, how they shall be reimbursed, and the amount of study time to be approved. This will enable staff members to make a decision as to whether the study can be undertaken.
- 33.4 When determining the amount of reimbursement, the Chief Executive Officer or nominee shall consider:
- 33.4.1 the skill requirements of the Tribunal;
 - 33.4.2 whether or not the expenditure is justified in terms of the Tribunal's objectives and targets; and
 - 33.4.3 the availability of funds.
- 33.5 Reimbursement of approved fees and/or other compulsory charges shall be made on production of evidence of such expenditure, and subject to satisfactory completion of the course or stage.
- 33.6 To be eligible for reimbursement of approved fees and/or other compulsory charges staff members applying must have been employed by the Tribunal for the majority of the academic period in question and be employed at the time of making the application.

34. Overtime

- 34.1 The overtime provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply, however:
- 34.1.1 Staff members directed to work overtime, up to and including IPART Officer G, shall be paid overtime at their current salary, or salary and allowance in the nature of salary.
 - 34.1.2 Such overtime shall be approved in advance by the Chief Executive Officer or nominee.

35. Public Holidays

- 35.1 The public holidays provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

36. Job Sharing

- 36.1 The Chief Executive Officer or nominee may approve implementation of job-sharing arrangements.
- 36.2 Job sharing is a voluntary arrangement in which one job is shared amongst staff members working on a part-time basis.
- 36.3 Job sharers may be employed on a part-time basis or may be full-time staff members on part-time leave without pay.

37. Work from Home

- 37.1 The Chief Executive Officer or nominee may approve applications by staff members to work from home on a temporary, fixed term, or regular basis.
- 37.2 Approval may be granted where a family member requires care or where a project or report requires urgent completion that would be assisted by working from home.
- 37.3 Generally, working from home shall be granted where the Chief Executive Officer or nominee and staff member are in agreement that:
- 37.3.1 appropriate work is available that can be done at home efficiently without supervision and without liaison with other staff members;
- 37.3.2 the absence does not adversely affect the performance of the work group or the provision of necessary support services to others;
- 37.3.3 the home environment or circumstances will not prevent the staff members from completing an amount of work equivalent to what would normally be completed in the office environment; and
- 37.3.4 the staff member is available for telephone consultation and where possible available to return to the office at short notice.
- 37.4 All work from home approvals shall ensure adequate consideration of, and compliance with work health and safety, confidentiality and security provisions.
- 37.5 Where appropriate, facilities and equipment shall be provided to enable staff members to work at home.

38. Unsatisfactory Performance, Misconduct Or Serious Offence

- 38.1 Where situations arise in relation to unsatisfactory performance, misconduct or serious offence they shall be dealt with in accordance with the Tribunal's policy.

39. Termination of Employment

- 39.1 The staff member shall give two (2) weeks notice prior to resignation of employment.
- 39.2 The Tribunal shall give two (2) weeks notice or payment in lieu of notice to staff members prior to termination of employment.
- 39.3 In cases of serious or wilful misconduct the Chief Executive Officer or nominee may waive notice and no payment in lieu shall be due to staff members.

40. Managing Excess Staff

- 40.1 Where changes result in staff members becoming excess, the arrangements for managing such staff members shall be in accordance with the NSW Government public sector "Managing Excess Employees" policy and based on professional management practice, systematic restructuring process as well as merit and equity principles.

41. Secure Employment - Casual Conversion

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

- 41.2.1 A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this clause.
- 41.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this clause if the employer fails to comply with this notice requirement.
- 41.2.3 Any casual employee who has a right to elect under paragraph 41.2.1 upon receiving notice under paragraph 41.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse.
- 41.2.4 Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement.
- 41.2.5 Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 41.2.6 Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 41.2.7 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- 41.2.8 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 41.2.3 the employer and employee shall, in accordance with this paragraph, and subject to paragraph 41.2.3 discuss and agree upon:
- 41.2.8.1 whether the employee will convert to full-time or part-time employment; and
 - 41.2.8.2 if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);
- Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
- 41.2.9 Following an agreement being reached pursuant to paragraph 41.2.8 the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- 41.2.10 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

42. Secure Employment - Work Health & Safety

- 42.1 For the purposes of this clause, the following definitions shall apply:

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

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

- 42.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

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

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

42.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

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

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

- 42.4 Disputes Regarding the Application of this Clause

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

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

43. Anti-Discrimination

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

- 43.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 43.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 43.4 Nothing in this clause is to be taken to affect:
- 43.4.1 any conduct or act which is specifically exempted from anti- discrimination legislation;
- 43.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 43.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- 43.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 43.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 43.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 43.5.2 Section 56(d) of the Anti-Discrimination Act 1977 provides:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

44. No Extra Claims

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

45. Savings of Rights

- 45.1 No staff member covered by this award shall suffer a reduction in the rate of pay or any loss or diminution of any conditions of employment as a consequence of the making of this award.

46. Lactation Breaks

- 46.1 This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 46.2 A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 46.3 A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 46.4 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving

consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.

- 46.5 The Chief Executive Officer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 46.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- 46.7 Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 46.8 Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 28, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 9, Flexible Work Hours of this award, where applicable.

47. Leave for Matters Arising from Domestic Violence

- 47.1 The definition of domestic violence is found in sub clause 3.19, of clause 3 Definitions, of this award;
- 47.2 Leave entitlements provided for in clause 20, Family and Community Service Leave, and clause 28, Sick Leave, may be used by staff members experiencing domestic violence;
- 47.3 Where the leave entitlements referred to in subclause 29A.2 are exhausted, the Chief Executive Officer shall grant Special Leave as per sub clause 29.5;
- 47.4 The Chief Executive Officer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 47.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 47.6 The Chief Executive Officer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

48. Relationship to Other Awards

- 48.1 The Tribunal will, subject to approved parameters within Government wages policy, negotiate with the Association the full quantum of future salary increase or other benefits.
- 48.2 The Tribunal will use the outcomes achieved between the Association and Industrial Relations Secretary, to inform its negotiations with the intent of varying this Award to give effect to those salary increases and other benefits.
- 48.3 The method of achieving salary increases negotiated between the Tribunal and the Association shall be at the local level and not necessarily determined by the same outcomes as the Crown Employees (Public Sector - Salaries 2008 2015) Award or an award replacing it.
- 48.4 Where there may be inconsistencies between this award and the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied, the arrangements in this award shall prevail.

49. Area, Incidence and Duration

- 49.1 This award applies to staff members of the Independent Pricing and Regulatory Tribunal as defined in clause 3, Definitions of this award.
- 49.2 The award shall commence on 1 July 2015 and has a nominal expiry date of 30 June 2016.

PART B
MONETARY RATES

Table 1 - Salaries

Salary rates apply from the first day of July 2015 in the column headings:

		1 July 2015 per annum \$
IPART Officer A	Year 1	51307
	Year 2	54869
	Year 3	58432
IPART Officer B	Year 1	62707
	Year 2	66270
	Year 3	69833
IPART Officer C	Year 1	74822
	Year 2	78386
	Year 3	81949
IPART Officer D	Year 1	87648
	Year 2	91212
	Year 3	94774
IPART Officer E	Year 1	101187
	Year 2	104750
	Year 3	108315
IPART Officer F	Year 1	115440
	Year 2	119001
	Year 3	122564
IPART Officer G	Year 1	130404
	Year 2	133966
	Year 3	140432

M. J. WALTON J , *President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (INDEPENDENT TRANSPORT SAFETY REGULATOR) AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 304 of 2015)

Before The Honourable Justice Walton, President

4 June 2015

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Intent
4.	Work Environment
5.	Salaries and Grades
6.	Performance Development and Evaluation Scheme
7.	Working Hours and Overtime
8.	Overtime
9.	Recreation Leave
10.	Annual Leave Loading
11.	Sick Leave
12.	Family and Community Service Leave
13.	Leave Without Pay
14.	Military Leave
15.	Parental Leave
16.	Religious or Cultural Obligations
17.	Special Leave
18.	Extended Leave
19.	Public Holidays
20.	Workplace Flexibility
21.	Learning and Development
22.	Allowances
23.	Trade Union Activities
24.	Grievance and Dispute Resolution Procedure
25.	Anti-Discrimination
26.	Secure Employment - OHS
27.	No Extra Claims
28.	Lactation Breaks
29.	Leave For Matters Arising From Domestic Violence
30.	Area, Incidence and Duration

PART B**MONETARY RATES**

Schedule 1 - ITSR Salaried Officers
Schedule 2 - ITSR Senior Officers

2. Definitions

- (i) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (ii) "ITSR" means the Independent Transport Safety Regulator established by the Transport Administration Act 1988.
- (iii) "Staff" or "staff members" shall mean person(s) employed by ITSR under Section 21 of the Government Sector Employment Act and covered by this Award.
- (iv) "Transferred staff" mean former State Rail Authority staff, former Rail Infrastructure Corporation staff, former Office of Co-ordinator General of Rail staff or former Ministry of Transport staff who were transferred to ITSR on 1 January 2004 under Schedule 6 of the Transport Administration Act 1988.
- (v) Chief Executive means the Chief Executive of ITSR or their nominee.
- (vi) "Domestic Violence" means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.

3. Intent

This award aims to consolidate, in the one document, the common conditions of employment of staff and to facilitate, as appropriate, greater flexibility in the workplace.

4. Work Environment

ITSR is committed to fostering engagement of staff with the organisation and its values through the provision of:

- (i) interesting work;
- (ii) effective communication that establishes clear performance expectations and feedback on performance;
- (iii) provision of an harassment free, cooperative work environment where staff are treated with dignity and respect;
- (iv) employment conditions that support staff in balancing their work and home commitments;
- (v) support for learning and career development opportunities; and,
- (vi) maintaining accident-free and healthy workplace by:
 - (a) the development of policies and guidelines on occupational health, safety and rehabilitation;
 - (b) pursuing the objectives of the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011 by maintaining agreed consultative arrangements to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies and to determine the level of responsibility to achieve these objectives;
 - (c) identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;

- (d) developing strategies to assist the rehabilitation of injured staff members.

5. Salaries and Grades

- (i) The salaries payable are prescribed in Part B, Monetary Rates, of this Award.
- (ii) No further staff shall be classified as Grade 9 under this Award.
- (iii) ITSR and staff member(s) can agree to salary sacrifice arrangements.

6. Performance Development and Evaluation Scheme (PDES)

- (i) All staff are required to participate in the PDES.
- (ii) Incremental progression in salary is subject to obtaining a satisfactory rating under the PDES at prior 6 monthly or annual performance feedback session.
- (iii) ITSR is committed to ensuring that PDES is implemented for all staff and that reviews are conducted as scheduled, so that staff are not disadvantaged for incremental progression by any delay.
- (iv) ITSR is committed to supporting learning and development opportunities that are aligned to ITSR's Learning and Development strategies and are agreed and documented through the PDES.

7. Working Hours and Overtime

- (i) Ordinary hours of work are currently determined as 35 hours per week.
- (ii) Where staff work under a flexitime arrangement work hours are averaged over a 4 week period.
- (iii) The Chief Executive may require a staff member to perform duty beyond the hours but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
 - (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (b) any risk to staff member's health and safety,
 - (c) 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,
 - (d) the notice (if any) given by the Chief Executive regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - (e) any other relevant matter.

8. Overtime

- (i) The overtime provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.
- (ii) Such overtime shall be approved in advance by the Chief Executive Officer.

9. Recreation Leave

The recreation leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

10. Annual Leave Loading

The annual leave loading provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

11. Sick Leave

The sick leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

12. Family and Community Service Leave

The Family and Community Service Leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

13. Leave Without Pay

The leave without pay provisions as set in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

14. Military Leave

The military leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

15. Parental Leave

Parental leave provisions include Maternity leave and Adoption Leave. The parental leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

16. Religious Or Cultural Obligations

The observance of essential religious or cultural obligations shall be in accordance with provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied.

17. Special Leave

- (i) The Special Leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.
- (ii) When the leave entitlements referred to in clause 29, Leave for Matters Arising From Domestic Violence have been exhausted, the Chief Executive shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

18. Extended Leave

- (i) General

Extended leave for employees is provided for by the Government Sector Employment Act and the Government Sector Employment Regulation 2014.

- (ii) Extended Leave Entitlements

- (a) A staff member who has completed 10 years of continuous service with ITSR or as recognised in accordance with paragraph (e) of this subclause is entitled to extended leave of:

- (1) 44 working days at full pay, or
 - (2) 88 working days at half pay, or
 - (3) 22 working days at double pay.
- (b) For each additional calendar year of service completed in excess of 10 years, employees accrue 11 working days extended leave.
 - (c) Staff members who have completed at least 7 years of continuous service are entitled to access the extended leave accrual indicated in paragraph (a) of this subclause on a pro rata basis of 4.4 working days per completed year of service.
 - (d) Staff members who are employed part-time are entitled to extended leave on the same basis as that applying to a full-time employee but payment for the leave is calculated on a pro rata basis.
 - (e) Continuous service with other NSW government bodies will be recognised by ITSR in accordance with Government Sector Regulation 2014 (NSW).
 - (f) Nothing in paragraph (e) of this subclause entitles a staff member to payment for previous service recognised where the accrual for that service has previously been taken as leave or paid out on termination.
- (iii) Payment and Taking of Extended Leave
- (a) Subject to ITSR approval, extended leave may be taken:
 - (1) at a time convenient to ITSR;
 - (2) for a minimum period of one hour;
 - (3) at full pay, half pay or double pay.
 - (b) Payments will be increased to reflect any increment action a staff member becomes eligible for while absent on extended leave.
- (iv) Payment or Transfer of Extended Leave on Termination
- (a) A staff member who is entitled to extended leave on termination of service, including retirement, is paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
 - (b) Staff members who have at least five years' service but less than seven years' service are paid a pro-rata of the extended leave entitlement if employment is terminated:
 - (1) by ITSR for any reason other than serious and intentional misconduct;
 - (2) by the staff member in writing on account of illness, incapacity or domestic or other pressing necessity; or
 - (c) on retirement.

19. Public Holidays

The public holidays provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

20. Workplace Flexibility

- (i) ITSR is committed to providing flexibility in regard to work hours.

- (ii) Approval can be given by the Chief Executive for staff to change to part-time work hours on a permanent or temporary basis.
- (iii) Approval can be given by the Chief Executive for staff to work from home on a temporary, fixed term or regular basis. Such approval is subject to:
 - (a) appropriate work is available that can be done at home efficiently without supervision and without liaison with other staff;
 - (b) the absence does not adversely affect the performance of the work group or the provision of necessary support services to others;
 - (c) the home environment or circumstances will not prevent staff from completing an amount of work equivalent to what would normally be completed in the office environment; and
 - (d) staff are available for telephone consultation and where possible available to return to the office at short notice.
- (iv) All work from home approvals shall ensure adequate consideration of, and compliance with occupational health and safety, confidentiality and security provisions.
- (v) Where appropriate, facilities and equipment shall be provided to enable staff to work at home.
- (vi) Approval can be given by the Chief Executive for staff to take recreation leave at half pay.
- (vii) Approval can be given by the Chief Executive to staff member requests to purchase additional leave. The purchased leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.
- (viii) Approval can be given for staff to use leave without pay to phase-in their retirement.

21. Learning and Development

Learning and development, including study leave, provisions as set out clause 85, Staff Development and Training Activities and clause 86, Study Assistance of the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

22. Allowances

Allowances as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

23. Trade Union Activities

The provisions for trade union activities as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, including consultation and technological change and union deductions, shall apply.

24. Grievance and Dispute Resolution Procedure

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority, if required.
- (ii) 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.

- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management or the Executive Director Corporate Services and Planning.
- (iv) This 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.
- (v) 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 Chief Executive Officer.
- (vi) The Chief Executive Officer or the Association may refer the matter to mediation.
- (vii) If the matter remains unresolved, the Chief Executive Officer shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A staff member, at any stage, may request to be represented by the Association.
- (ix) The staff member or the Association on their behalf or the Chief Executive may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The staff member, the Association and ITSR shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties. In a case involving 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.

25. Anti-Discrimination

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

- (d) A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

26. Secure Employment - WHS

- (i) Work Health and Safety
 - (a) 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 which might otherwise have been carried out by that other employer's own employees.
 - (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises 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 work health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
 - (c) Nothing in this subclause (i) 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.
- (ii) Disputes Regarding the Application of this Clause

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

- (iii) 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.

27. 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 2016 by a party to this Award.

28. Lactation Breaks

- (i) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (ii) A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (iii) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- (v) The Chief Executive shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (vi) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (vii) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (viii) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 11, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 7, Hours of Work and Overtime of this award, where applicable.

29. Leave for Matters Arising from Domestic Violence

- (i) The definition of domestic violence is found in subclause (vi) of clause 2 Definitions, of this award.
- (ii) Leave entitlements provided for in clause 12, Family and Community Service Leave, clause 11 Sick leave may be used by staff members experiencing domestic violence;
- (iii) Where the leave entitlements referred to in subclause 29(ii) are exhausted, the Chief Executive shall grant Special Leave as per the second paragraph of clause 17.

- (iv) The Chief Executive 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;
- (v) Personal information concerning domestic violence will be kept confidential by the agency;
- (vi) The Chief Executive 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.

30. Area, Incidence and Duration

- (i) This Award shall apply to staff of ITSR employed in the classifications set out in Part B, Monetary Rates of this Award.
- (ii) This Award shall apply to the total exclusion of any other industrial instrument, except where specified in this Award.
- (iii) The Award varies all terms and conditions of employment of transferred staff so that the terms and conditions, save and except for any entitlement to travel passes, are limited to those terms and conditions of employment provided in this Award.
- (iv) The award rescinds and replaces the Crown Employees (Independent Transport Safety Regulator) Award 2011 published 29 June 2012 (372 I.G. 959). The Award shall commence on 1 July 2015 and has a nominal expiry date of 30 June 2016.

PART B

MONETARY RATES

Schedule 1 - ITSR Salaried Officers

GRADE		Rate 01.07.15 \$
1	1st Year	44,618
1	2nd Year	46,176
1	3rd Year	47,791
1	4th Year	49,462
2	1st Year	51,198
2	2nd Year	52,989
2	3rd Year	54,842
2	4th Year	56,770
3	1st Year	58,750
3	2nd Year	60,807
3	3rd Year	62,934
3	4th Year	65,139
4	1st Year	67,421
4	2nd Year	69,776
4	3rd Year	72,222
4	4th Year	74,750
5	1st Year	77,461
5	2nd Year	80,071
5	3rd Year	83,039
5	4th Year	85,777
6	1st Year	88,780

6	2nd Year	91,890
6	3rd Year	95,100
6	4th Year	98,428
7	1st Year	101,874
7	2nd Year	105,440
7	3rd Year	109,131
7	4th Year	112,947
8	1st Year	116,904
8	2nd Year	120,995
8	3rd Year	128,562
8	4th Year	134,223
9*	1st Year	138,923
9*	2nd Year	146,384
9*	3rd Year	153,949
9*	4th Year	159,613

* Grade 9 is only applied to staff members classified in that grade as at 1 July 2008.

Schedule 2 - ITSR Senior Officers

GRADE		Rate 01.07.15 \$
1	1st Year	150,161
1	2nd Year	161,800
2	1st Year	164,537
2	2nd Year	176,141
3	1st Year	182,034
3	2nd Year	199,820

M. J. WALTON J , *President*

Printed by the authority of the Industrial Registrar.

(1120)

SERIAL C8369

**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND
HERITAGE - PARKS AND WILDLIFE GROUP) FIELD OFFICERS
AND SKILLED TRADES SALARIES AND CONDITIONS 2012 AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Environment and Heritage.

(No. IRC 342 of 2015)

Before Commissioner Tabbaa

30 June 2015

VARIATION

1. Delete subclause 5.2 of clause 5, Salaries of the award published 10 August 2012 (373 I.G. 1534), and insert in lieu thereof the following:
- 5.2 The salaries prescribed in Part B Monetary Rates, Table 1 reflect increases to the salaries of Skilled Trades Officers and Apprentices and Table 2 reflect increases to the salaries of Field Officer classifications and provide for:

2.27% increase from the first full pay period on or after 1 July 2013.

The increase referred to above, insofar as they apply from the first full pay period on or after 1 July 2013, shall be paid to employees as at the date of the making of this Award

Any wage related allowances will be adjusted in line with the increases to the rates of pay.

2. Delete the clause 7, Allowances and insert in lieu thereof the following:

7. Allowances

- 7.1 Allowances payable in terms of clauses 7.2, 7.3 and 7.4 listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

- 7.2 Boot Allowance

A boot allowance is payable to any officer who works in the field where suitable boots are not provided by the Department. The allowance is to be a maximum of \$148 per pair of boots, on condemnation of the previous pair, endorsed by the Area Manager, Regional Manager or Branch Director of PWG.

- 7.3 Field Allowance

7.3.1 This allowance replaces camping allowance contained in the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

7.3.2 This allowance is payable when an officer is required to stay overnight at a place other than their place of abode or commercial accommodation.

7.3.3 The amounts payable per day of 24 hours, or part thereof (which must involve an overnight stay), are:

- (i) where meals are provided by the Department, \$64.95 or \$2.70 per hour
- (ii) where meals are not provided by the Department, \$103.95 or \$4.33 per hour

7.3.4 The Department will provide the necessary equipment.

7.3.5 In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.

7.4 Remote Area Allowance

7.4.1 The remote area allowance seeks to compensate officers for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance to partners and family.

7.4.2 Remote area means the area of the State of N.S.W. situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely, Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town. It also includes Nadgee, Montague Island and Lord Howe Island.

7.4.3 The allowances specified in subclause 7.4.5 Table 1 of this clause, will be paid to those officers who meet the criteria set out in the Personnel Handbook and who live in a remote area as defined in subclause 7.4.5 Table 2 of this clause.

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

7.4.5 The rates of the allowances will be:

Table 1

Grade	With Dependents	Without Dependents
A	\$3,898	\$2,728
B	\$5,198	\$3,638
C	\$6,497	\$4,548

To be paid from the first full pay period to commence on or after 1 July 2013.

Table 2

Grade "A" All locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.

For the purpose of this Award the following locations will be included in Grades "B" and "C".

Grade "B" is payable to officers living in the following locations:
Angledook, Barrigun, Bourke, Brewarrina, Clare, Engonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Willandra, and including Menindee, Kinchega, Macquarie Marshes and Gunderbooka

Grade "C" is payable to officers living in the following locations:
Fort Grey, Mutawintji, Mount Wood, Nocolleche, Olive Downs, Tiboburra, Yathong and including Witta Brinna, Tarawi, Irymple, Lord Howe Island and Montague Island

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

7.5 On Call Allowance for Skilled Tradespersons in Kosciusko National Park Municipal Services Managed by Resorts Group

- 7.5.1 A weekly allowance of \$190 per week (of 7 days) shall be paid to skilled tradespersons who are directed to be on call.
- 7.5.2 The payment shall cover all time outside the normal working hours that the skilled tradesperson is required to be available for contact and immediate response to a call.
- 7.5.3 Only in exceptional circumstances would the Department require a skilled tradesperson to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the officer is required to be on call. The daily allowance will equate to \$27.14 per day
- 7.5.4 Where the call results in the skilled tradesperson returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the skilled tradesperson shall be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.
- 7.5.5 The allowance shall compensate the skilled tradesperson for minor follow up work that may result from the call.
- 7.5.6 Where a skilled tradesperson is required to return to work again after the initial call out, the skilled tradesperson shall be paid for the actual time spent attending the second and subsequent call outs.
3. Delete Table 4 appearing in paragraph 27.5.1 of subclause 27.5 of clause 27, Incident Conditions and insert in lieu thereof the following:

Table 4

	1/7/15
Crew Member	\$59,606
Crew Leader	\$66,969
Sector Commander	\$74,343
Divisional Commander	\$84,196
Operations Officer	\$90,401
Planning Officer	\$90,401
Logistics Officer	\$111,955
Incident Controller	\$124,077
Deputy Incident Controller	
Safety Officer	
Situation Officer	
Situation Unit Leader	
Resource Officer	
Resource Unit Leader	
Air Attack Supervisor	
Air Operations Manager	
Air Observer	
Airbase Manager	

4. Delete the paragraph 27.8.3 of subclause 27.8 of clause 27 and insert in lieu thereof the following:

27.8.3 If no meal is supplied, a payment of \$15.59 per meal is made.

5. Delete paragraph 18.2.1 and subclause 18.1 of clause 18, Temporary, Casual and School Based Apprentices Work Arrangements and insert in lieu thereof the following:
 - 18.1 Temporary officers and casual employees will be employed by the Department in accordance with the provisions of the Government Sector Employment Act 2013.
 - 18.2.1 All temporary employment will be in accordance with the Government Sector Employment Act 2013, or Regulations and Rules arising from this legislation from time to time.
6. Delete Table 1 - Salary Schedule for Skilled Trades Classification of Part B, Monetary Rates and Classifications and insert in lieu thereof the following:

Table 1 - Salary Schedule for Skilled Trades Classification

	RATES EFFECTIVE FIRST PAY PERIOD FOLLOWING ANNUAL SALARY \$ ROUNDED
	1 July 2015
CLASSIFICATION/GRADE/YEAR	
TRADESPERSON	
Tradesperson Level 1	\$60,272
Tradesperson Level 2	\$62,161
Tradesperson Level 3	\$64,340
Tradesperson Level 4	\$67,702
Tradesperson Level 5 yr 1	\$68,568
Tradesperson Level 5 yr 2	\$72,311
Electronics Tradesperson	\$75,926
TRADES APPRENTICE YEAR (PERCENTAGE)	
1st Year (50%)	\$30,138
2nd Year (60%)	\$36,164
3rd Year (75%)	\$45,205
4th Year (85%)	\$51,232

7. Delete Table 2 - Salary Schedule for Field Officer Classification appearing in Part B, Monetary Rates and Classifications and insert in lieu the following:

Table 2 - Salary Schedule For Field Officer Classification

	RATES EFFECTIVE FIRST PAY PERIOD FOLLOWING ANNUAL SALARY \$ ROUNDED
	1 July 2015
CLASSIFICATION/GRADE/YEAR	
AWU classification - Officers employed from 4/8/05	
Field Officer Base Grade 1/2 - AWU	
Field Officer Base Grade 1 yr1- AWU	\$45,178
Field Officer Base Grade 1 yr2- AWU	\$46,319
Field Officer Base Grade 2 yr1- AWU	\$47,387
Field Officer Base Grade 2 yr2- AWU	\$49,597
Field Officer Grade 1/4	
Field Officer Grade 1 yr1	\$45,178
Field Officer Grade 1 yr2	\$46,319

Field Officer Grade 2 yr1	\$47,387
Field Officer Grade 2 yr2	\$49,597
Field Officer Grade 3A yr1	\$56,594
Field Officer Grade 3A yr2	\$57,591
Field Officer Grade 4A yr1	\$59,204
Field Officer Grade 4A yr2	\$60,272
AWU classification - Existing officers employed prior to 4/8/05	
Field Officer Grade 1/4	
Field Officer Grade 1 yr1	\$52,233
Field Officer Grade 1 yr2	\$53,210
Field Officer Grade 2 yr1	\$54,009
Field Officer Grade 2 yr2	\$55,043
Field Officer Grade 3A yr1	\$56,594
Field Officer Grade 3A yr2	\$57,591
Field Officer Grade 4A yr1	\$59,204
Field Officer Grade 4A yr2	\$60,272
Field Officer Grade B3/B4	
Field Officer Grade 3B yr1	\$56,594
Field Officer Grade 3B yr2	\$57,591
Field Officer Grade 4B yr1	\$59,204
Field Officer Grade 4B yr2	\$60,272
Senior Field Officer/Senior Field Officer Plant Grade ½	
Snr Field Off/SFO Plant Gr1 yr1	\$61,612
Snr Field Off/SFO Plant Gr1 yr2	\$62,659
Snr Field Off/SFO Plant Gr2 yr1	\$63,926
Snr Field Off/SFO Plant Gr2 yr2	\$65,264
Field Supervisor Grade ½	
Field Supervisor Gr 1 yr1	\$67,502
Field Supervisor Gr 1 yr2	\$69,050
Field Supervisor Gr 2 yr1	\$70,597
Field Supervisor Gr 2 yr2	\$72,145
Senior Field Supervisor Grade ½	
Snr Field Supervisor Gr 1 yr1	\$78,271
Snr Field Supervisor Gr 1 yr 2	\$80,194
Snr Field Supervisor Gr 2 yr1	\$82,119
Snr Field Supervisor Gr 2 yr 2	\$84,041

8. This variation shall take effect from the first full paid period to commence on or after 1 July 2015.

I. TABBAA, Commissioner

(499)

SERIAL C8358

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 356 of 2015)

Before Commissioner Tabbaa

18 June 2015

VARIATION

1. Delete Table 1 - Salaries of Part B Monetary Rates of the award published 14 September 2012 (374 I.G. 954) as varied, and insert in lieu thereof the following:

Table 1 - Salaries

Classification	From the First Full Pay Period on or after 01/07/2012 \$ 2.5%	From the First Full Pay Period on or after 01/07/2013 \$ 2.27%	From the First Full Pay Period on or after 01/07/2014 \$ 2.27%	From the First Full Pay Period on or after 01/07/2015 \$ 2.5%
Police (Forensic) Medical Officer, Grade 1 - 4 years, less than 5 years post-graduate experience	109,903	112,398	114,949	117,823
5 years, less than 6 years post-graduate experience	115,584	118,208	120,891	123,913
Police (Forensic) Medical Officer, Grade 2 - 1st year	126,959	129,841	132,788	136,108
2nd year	132,638	135,649	138,728	142,196
3rd year and thereafter	138,326	141,466	144,677	148,294
Police (Forensic) Medical Officer, Grade 3 - 1st year	149,696	153,094	156,569	160,483
2nd year	157,271	160,841	164,492	168,604
3rd year and thereafter	164,854	168,596	172,423	176,734
Head, Clinical (Forensic) Medicine Section - 1st year	176,220	180,220	184,311	188,919
2nd year	180,012	184,098	188,277	192,984

2. This variation shall take effect from the first full pay period commencing on or after 1 July 2015.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

(1901)

SERIAL C8362

CROWN EMPLOYEES (SAS TRUSTEE CORPORATION) AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by SAS Trustee Corporation.

(No. IRC 361 of 2015)

Before Commissioner Newall

19 June 2015

AWARD

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1. Arrangement

Clause No.	Subject Matter
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PART A

SECTION 1 - FRAMEWORK

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MONETARY RATES

Table 1 - Allowances

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2. Title

This award shall be known as the Crown Employees (SAS Trustee Corporation) Award 2015.

3. Definitions

- 3.1 Act means the Public Sector Employment and Management Act 2002 (NSW).
- 3.2 Accumulation means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.
- 3.3 Agreement means an agreement referred to in section 131 of the Act or an agreement as defined in the Industrial Relations Act 1996 (NSW).
- 3.3 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.4 At the convenience of means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

- 3.5 Award means an award as defined in the Industrial Relations Act 1996.
- 3.6 Birth means the birth of a child and includes stillbirth.
- 3.7 Capital City means the area set out as the area for the Sydney Telephone District Directory coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.
- 3.8 Casual Employee means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the Act and any guidelines issued thereof or as amended from time to time.
- 3.9 Chief Executive Officer means the Chief Executive of SAS Trustee Corporation as defined in the Superannuation Administration Act 1996 (NSW) or any acting Chief Executive Officer.
- 3.10 Contract hours, for the day for a full time staff member, means one fifth of the full time contract hours, as defined in this award. For a part time staff member, contract hours for the day means the hours usually worked on the day.
- 3.11 Corporation means the SAS Trustee Corporation, a statutory corporation under Section 4B(3) of the Act.
- 3.12 Daily rate or Rate per day means the rate payable for 24 hours, unless otherwise specified.
- 3.13 Day worker means a staff member who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 a.m. and 6.00 p.m. or as negotiated under a local arrangement.
- 3.14 Director of Public Employment or DPE means the position of Director of Public Employment established under Chapter 6 of the Act.
- 3.15 Expected date of birth, in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.
- 3.16 Extended leave means extended (long service) leave to which a staff member is entitled under the provisions of Schedule 3 to the Act, as amended from time to time.
- 3.17 Flexible working hours credit means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.
- 3.18 Flexible working hours debit means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.
- 3.19 Flexible working hours scheme means the scheme outlined in clause 21, Flexible Working Hours of this award which enables staff members, subject to operational requirements, to select their starting and finishing times and which replaces the Flexible Working Hours Agreement No 2275 of 1980.
- 3.20 Flexible Work Practices, Policy and Guidelines means the document negotiated between the Director of Public Employment, Unions NSW and affiliated unions which enables staff members to rearrange their work pattern.
- 3.21 Flex leave means a period of leave available to be taken by a staff member as specified in subclause 21.16 of clause 21, Flexible Working Hours of this award.
- 3.22 Full day means the standard full time contract hours for the day, i.e. seven hours.
- 3.23 Full pay or half pay means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.

- 3.24 Full-time contract hours means the standard weekly hours, that is, 35 hours per week required to be worked.
- 3.25 Full-time staff member means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.
- 3.26 Half day means half the standard contract hours for the day.
- 3.27 Headquarters means the centre(s) to which a staff member is attached or from which a staff member is required to operate on a long-term basis.
- 3.28 Industrial action means industrial action as defined in the Industrial Relations Act 1996 (NSW).
- 3.29 Local Arrangement means an agreement reached at the organisational level between the Chief Executive Officer and the Association.
- 3.30 Local holiday means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.
- 3.31 Normal hours of duty means:
- for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;
- for a staff member working under a flexible working hours scheme or local arrangement - the hours of duty the Chief Executive Officer requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.
- 3.32 Normal work means, for the purposes of subclause 9.10 of clause 9, Grievance and Dispute Settling Procedures of this award, the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.
- 3.33 On duty means the time required to be worked for the Corporation. For the purposes of clause 42, Trade Union Activities Regarded as On Duty of this award, on duty means the time off with pay given by the Corporation to the accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.
- 3.34 On loan means an arrangement between the Corporation and the Association where a staff member is given leave of absence from the workplace to take up employment with the staff member's Association for a specified period of time during which the Association is required to reimburse the Corporation for the staff member's salary and associated on-costs.
- 3.35 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in Table 2 - Salary Rates of Part B Monetary Rates of this award calculated using the formula set out in clause 12, Casual Employment of this award.
- 3.36 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Chief Executive Officer, which, due to its character or special circumstances, cannot be performed during the staff members' ordinary hours of duty.
- 3.37 Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.
- 3.38 Part-time staff member means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.

- 3.39 Prescribed starting time means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours of that staff member. For a staff member working under a flexible working hours scheme, prescribed starting time means the commencement of bandwidth of the scheme applying to that staff member.
- 3.40 Public holiday means a day proclaimed under the Banks and Bank Holidays Act 1912, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.
- 3.41 Relief staff means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.
- 3.42 Residence, in relation to a staff member, means the ordinary and permanent place of abode of the staff member.
- 3.43 Special leave means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.
- 3.44 Staff members means persons employed by the Corporation under Section 4B(3) of the Act whose positions and rates of pay are set out in Table 2 - Salary Rates of Part B Monetary Rates of this award. For the purposes of maternity leave, as set out in clause 64, Parental Leave of this award, staff member means a female staff member.
- 3.45 Standard hours are set and regular hours of operation as determined by the DPE, or by the Chief Executive Officer in accordance with any direction of the DPE. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.
- 3.46 Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Chief Executive Officer, if the activities to be undertaken are considered to be of relevance or value to the Corporation and/or the public service.
- 3.47 Study Time means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course which is of relevance to the Corporation and/or the public service, as defined in the Act.
- 3.48 Supervisor means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Chief Executive Officer to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.
- 3.49 Temporary work location means the place at or from which a staff member temporarily performs official duty if required to work away from headquarters.
- 3.50 Trade Union or Union means a registered trade union, as defined in the Industrial Relations Act 1996.
- 3.51 Trade Union Delegate means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.
- 3.52 Workplace means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the staff member is employed.
- 3.53 Workplace Management means the Chief Executive Officer or any other person authorised by the Chief Executive Officer to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the Corporation or part of the Corporation.

4. Parties to the Award

The parties to this award are:

SAS Trustee Corporation, a statutory corporation under Part 2 of Schedule 1 (Divisions of the Government Service) Public Sector Employment and Management Act 2002, and

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

5. Conditions of Employment

This award contains the current common conditions of employment as negotiated by the SAS Trustee Corporation and the Association.

6. Coverage

The provisions of this Award shall apply to staff members employed by the SAS Trustee Corporation under in positions to which the classification structure and/or salary range contained in table 2 of this Award applies.

7. Statement of Intent

This award aims to consolidate, in the one document, all common conditions of employment of staff employed by the SAS Trustee Corporation, to encourage the consultative processes at the various organisational levels, to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that the excess hours, accumulated as a result of the Corporation's work requirements, are not forfeited.

8. Work Environment

8.1 Work Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces covered by this award by:

8.1.1 the development of policies and guidelines for the Corporation and, as and when appropriate for individual organisations, on Work Health, Safety and Rehabilitation;

8.1.2 assisting to achieve the objectives of the Work Health and Safety Act 2011 and the WorkHealth and Safety Regulation 2011 by establishing agreed Work Health and Safety consultative arrangements; and to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies.

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

8.1.4 developing strategies to assist the rehabilitation of injured staff members;

8.1.5 directly involving the Chief Executive Officer in the provisions of paragraphs 8.1.1 to 8.1.4 inclusive of this subclause.

8.2 Equality in employment - The Corporation is committed to the achievement of equality in employment and the Award has been drafted to reflect this commitment.

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

9. Grievance and Dispute Settling Procedures

9.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority if required.

- 9.2 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.
- 9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive Officer or delegate.
- 9.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 9.5 If the matter remains unresolved with the immediate manager, the 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. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Chief Executive Officer.
- 9.6 If the matter remains unresolved, the Chief Executive Officer shall provide a written response to the 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.
- 9.7 A staff member, at any stage, may request to be represented by the Association.
- 9.8 The staff member or the Association on their behalf or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.9 The staff member, the Association, and the Corporation shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.10 Whilst the procedures outlined in subclauses 9.1 to 9.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

10. Salaries and Grades

- 10.1 The salaries payable to the staff members are prescribed in Table 2 - Salary Rates of Part B, Monetary Rates, of this award.
- 10.2 Positions within SAS Trustee Corporation will be attributed to a classification grade by way of a job evaluation methodology and criteria agreed to by the parties.
- 10.3 The Corporation and staff member(s) can agree to salary sacrifice arrangements consistent with the arrangements under the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.

SECTION 2 - ATTENDANCE/HOURS OF WORK

11. Working Hours

- 11.1 Ordinary hours of work are 35 hours per week.
- 11.2 Where staff members work under a flexitime arrangement work hours are averaged over a 4 week period.

- 11.3 The Chief Executive Officer may require a staff member to perform duty beyond the hours determined under subclause 11.1 of this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- 11.3.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - 11.3.2 any risk to staff member's health and safety,
 - 11.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - 11.3.4 the notice (if any) given by the Chief Executive Officer regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - 11.3.5 any other relevant matter.
- 11.4 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.

12. Casual Employment

- 12.1 This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.
- 12.2 Hours of Work
- 12.2.1 A casual employee is engaged and paid on an hourly basis.
 - 12.2.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
 - 12.2.3 A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under another award or local arrangement covering the particular class of work or are required by the usual work pattern of the position.
- 12.3 Rate of Pay
- 12.3.1 Casual employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual salary divided by 52.17857 divided by the ordinary weekly hours.
 - 12.3.2 Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay of:

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

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.
 - 12.3.3 Casual employees shall also receive a 1/12th loading in lieu of annual leave.

12.3.4 The loadings specified in paragraph 12.3.2 of this subclause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

12.4 Overtime

12.4.1 Casual employees shall be paid overtime for work performed:

- (a) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local arrangement covering the particular class of work or are required by the usual work pattern of the position; or
- (b) In excess of the standard weekly roster of hours for the particular class of work; or
- (c) In accordance with a local arrangement.

12.4.2 Overtime rates will be paid in accordance with the rates set in clause 77, Overtime Worked by Day Workers of this award.

12.4.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 12.3.2 of this clause.

12.4.4 The loading in lieu of annual leave as set out in paragraph 12.3.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

12.5 Leave

12.5.1 Other than as described under subclauses 12.5, 12.6 and 12.7 of this clause, casual employees are not entitled to any other paid or unpaid leave.

12.5.2 As set out in paragraph 12.3.3 of this clause, casual employees will be paid 1/12th in lieu of annual leave.

12.5.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the Long Service Leave Act 1955.

12.5.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the Industrial Relations Act 1996. In addition to the provisions set out in the Industrial Relations Act 1996 (NSW), the Chief Executive Officer must not fail to re-engage a regular casual employee (see section 53(2) of the Industrial Relations Act 1996) because:

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

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

12.6 Personal Carers entitlement for casual employees

12.6.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 70.4.2 of clause 70, Sick Leave to Care for a Family Member of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 12.6.4, and the notice requirements set out in paragraph 12.6.5 of this clause.

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

12.6.3 The Chief Executive Officer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Corporation to engage or not to engage a casual employee are otherwise not affected.

12.6.4 The casual employee shall, if required,

- (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (b) establish by production of documentation acceptable to the Corporation or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

12.7 Bereavement entitlements for casual employees

12.7.1 Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the Chief Executive Officer).

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

12.7.3 The Chief Executive Officer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Corporation to engage or not engage a casual employee are otherwise not affected.

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

12.8 Application of other clauses of this Award to casual employees

12.8.1 The following clauses of this award do not apply to casual employees:

11	Working Hours
16	Variation of Hours
17	Natural Emergencies and Major Transport Disruptions
19	Public Holidays
20	Standard Working Hours
21-23	relating to Flexible Working arrangements

27	Excess Travelling Time
28	Waiting Time
37	Room at Home Used as Office
38	Semi-Official Telephones
42-48	relating to Trade Union activities
52	Travelling and other costs of Trade Union Delegates
56	Leave - General Provisions
58-73	relating to the various Leave provisions
75	Study Assistance
76	relating to Overtime
81	Payment for Overtime or Leave in Lieu

13. Part-Time Employment

13.1 General

13.1.1 This clause shall only apply to part-time staff members whose conditions of employment are not otherwise provided for in another industrial instrument.

13.1.2 Part-time work may be undertaken with the agreement of the Chief Executive Officer. Part-time work may be undertaken in a part-time position or under a part-time arrangement.

13.1.3 A part-time staff member is to work contract hours less than full-time hours.

13.1.4 Unless otherwise specified in the award, part-time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.

13.1.5 Before commencing part-time work, the Chief Executive Officer and the staff member must agree upon:

- (a) the hours to be worked by the staff member, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
- (b) whether flexible working hours provisions or standard hours provisions will apply to the part-time staff member; and
- (c) the classification applying to the work to be performed;

13.1.6 The terms of the agreement must be in writing and may only be varied with the consent of both parties.

13.2 Additional hours

13.2.1 The Chief Executive Officer may request, but not require, a part-time staff member to work additional hours. For the time worked in excess of the staff member's usual hours and up to the normal full-time hours for the classification, part-time staff members may elect to:

- (a) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or
- (b) if working under a Flexible Working Hours scheme under clause 21 of this award, have the time worked credited as flex time.

13.2.2 For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with clause 80, Rate of Payment for Overtime of this award.

14. Morning and Afternoon Breaks

Staff members may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Staff members may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

15. Meal Breaks and Lactation Breaks

15.1 General meal breaks

15.1.1 Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:-

- (a) where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
- (b) where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Chief Executive Officer and the Association to provide for payment of a penalty.

15.2 Lactation Breaks

15.2.1 This clause 15.2 applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.

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

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

15.2.4 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement.....?. When giving consideration to any such requests for flexibility, a manager needs to balance the operation requirements of the organisation with the lactating needs of the staff member.

15.2.5 The Chief Executive Officer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

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

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

15.2.8 Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 70, Sick Leave to care for a Family Member, of this Award, or access to the flexible working hours scheme provided in clause 21, Flexible Working Hours, of this Award, where applicable.

16. Variation of Hours

- 16.1 If the Chief Executive Officer is satisfied that a staff member is unable to comply with the general hours operating in the Corporation because of limited transport facilities, urgent personal reasons, community or family reasons, the Chief Executive Officer may vary the staff member's hours of attendance on a one off, short or long-term basis, subject to the following:
- 16.1.1 the variation does not adversely affect the operational requirements;
 - 16.1.2 there is no reduction in the total number of daily hours to be worked;
 - 16.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
 - 16.1.4 a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
 - 16.1.5 no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
 - 16.1.6 ongoing arrangements are documented; and
 - 16.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

17. Natural Emergencies and Major Transport Disruptions

- 17.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 17.1.1 apply to vary the working hours as provided in clause 16, Variation of Hours of this award; and/or
 - 17.1.2 negotiate an alternative working location with the Corporation; and/or
 - 17.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

18. Notification of Absence from Duty

- 18.1 If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- 18.2 If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the Chief Executive Officer, the amount representing the period of absence shall be deducted from the staff member's pay.

19. Public Holidays

- 19.1 Unless directed to attend for duty by the Chief Executive Officer, a staff member is entitled to be absent from duty without loss of pay on any day which is:
- 19.1.1 a public holiday throughout the State; or
 - 19.1.2 a local holiday in that part of the State at or from which the staff member performs duty; or
 - 19.1.3 a day between Boxing Day and New Year's Day determined by the Chief Executive Officer as a public service holiday.

- 19.2 A staff member required by the Chief Executive Officer to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 19.3 If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

20. Standard Working Hours

- 20.1 Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.
- 20.2 Urgent Personal Business - Where a staff member needs to attend to urgent personal business, appropriate leave or time off may be granted by the Chief Executive Officer. Where time off has been granted, such time shall be made up as set out in subclause 20.4 of this clause.
- 20.3 Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Chief Executive Officer agrees, make the time up in accordance with subclause 20.4 of this clause.
- 20.4 Making up of Time - The time taken off in circumstances outlined in subclauses 20.2 and 20.3 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Chief Executive Officer.

21. Flexible Working Hours

- 21.1 The parties to this award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours arrangement.
- 21.2 A flexible working hours scheme in terms of this subclause may operate in the Corporation or a section of the Corporation, subject to operational requirements, as determined by the Chief Executive Officer.
- 21.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in the Corporation, shall be extended to a staff member working under a part time work arrangement. Except for provisions contained in subclauses 21.11, 21.13 and 21.16 of this clause, all other provisions under this subclause shall be applied pro rata to a staff member working under a part time work arrangement.
- 21.4 Exclusion - Flexible working hours shall not apply to staff members who work permanent standard hours,
- 21.5 Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- 21.6 Bandwidth - The bandwidth shall be between the hours of 7.30 a.m. and 6.00 p.m..
- 21.7 Coretime - The coretime shall be between the hours of 9.30 a.m. and 3.30 p.m., excluding the lunch break, unless other arrangements have been negotiated under a local arrangement.
- 21.8 Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the staff member up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the Chief Executive Officer.
- 21.9 Settlement period - Unless a local arrangement has been negotiated, the settlement period shall be four weeks.

- 21.9.1 For time recording purposes the settlement period and flex leave must coincide.
- 21.9.2 Where exceptional circumstances apply, eg prolonged transport strikes, adverse weather conditions and the like, the Chief Executive Officer may extend the affected settlement period by a further 4 weeks.
- 21.10 Contract hours - The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.
- 21.11 Flexible working hours credit - a staff member may carry a maximum of 10 hours credit into the next settlement period.
- 21.12 Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may exceed an accumulated work time of 150 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period may exceed 150 hours, the supervisor and staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- 21.13 Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits:
- 21.13.1 A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- 21.13.2 Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.
- 21.13.3 Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next NSW public sector organisation under the Public Sector Staff Mobility policy.
- 21.14 Cessation of duty - A staff member may receive payment for a flex day accrued and remaining untaken on the last day of service:
- 21.14.1 Where the staff member's services terminate without a period of notice for reasons other than misconduct; or
- 21.14.2 Where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted or
- 21.14.3 In such other circumstances as have been negotiated between the Chief Executive Officer and the Association.
- 21.14.4 Prior to a staff member's last day of service the staff member and supervisor shall ensure that the staff member does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph 21.16.2 of this clause.
- 21.15 Where a staff member ceases duty in the Corporation in order to take up employment in another public service or public sector organisation, the same provisions as apply to recreation leave under the Public Sector Staff Mobility policy shall apply to the accrued but untaken or not forfeited flex leave.
- 21.16 Flex leave - Subject to operational requirements:
- 21.16.1 A staff member may take off one full day or two half days in a settlement period of 4 weeks.

- 21.16.2 Where it appears a staff member may exceed a 10 hour credit, as per subclause 21.12 of this clause strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days.
- 21.16.3 Flex leave may be taken on consecutive working days.
- 21.16.4 Absences on flex leave may be combined with other periods of authorised leave.
- 21.17 Absence during coretime - Where a staff member needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in clause 57, Absence from Work of this award.
- 21.18 Standard hours - Notwithstanding the provisions of this clause, the Chief Executive Officer may direct the staff member to work standard hours and not flexible hours:
- 21.18.1 where the Chief Executive Officer decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the Corporation or section of the Corporation, the Association shall be consulted, where appropriate; or
- 21.18.2 as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- 21.19 Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of the Corporation, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday or, if directed to work, an additional half day's flex leave on another day within that settlement period.

22. Non-Compliance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Chief Executive Officer shall investigate such non compliance as soon as it comes to notice and shall take appropriate remedial action according to the Commentary and Guidelines on Conduct and Performance Provisions - Part 7 of the Act.

23. Flexible Work Practices

- 23.1 Nothing in this award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement negotiated under the Flexible Work Practices, Policy and Guidelines.
- 23.2 Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after 28 October 1997 shall be subject to the conditions specified in this award and in consultation with the Association.

24. Existing Hours of Work Determinations

Any existing Determinations, pursuant to section 130 (1) of the Act on local arrangements in respect of the hours of work which operated in the Corporation or part of the Corporation as at the effective date of this award, shall continue to apply until renegotiated.

SECTION 3 - TRAVEL ARRANGEMENTS

25. Travelling Compensation

- 25.1 Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by the Corporation.

- 25.2 The Chief Executive Officer shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- 25.3 Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 25.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 25.5 The Corporation will elect whether to pay the accommodation directly or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members shall obtain prior approval when making their own arrangements for overnight accommodation.
- 25.6 Subject to subclause 25.11 of this clause, a staff member who is required by the Chief Executive Officer to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.
- 25.7 If meals are provided by the Corporation at the temporary work location, the staff member shall not be entitled to claim the meal allowance.
- 25.8 The payment shall be:
- 25.8.1 where the Corporation elects to pay the accommodation provider the staff member shall receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 1 - Allowances of Part B Monetary Rates or
 - (b) incidentals as set out in Item 3 of Table 1 - Allowances of Part B Monetary Rates, or
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 25.8.2 where the Corporation elects not to pay the accommodation provider the staff member shall elect to receive either:
- (a) the appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- 25.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Chief Executive Officer that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 25.10 Where a staff member is unable to so satisfy the Chief Executive Officer, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 25.11 This clause does not apply to staff members who are on an employee-initiated secondment in accordance with section 86 of the Act and described in the Commentary and Guidelines on Staff Mobility (temporary staff transfers - section 86 and temporary assignment - section 88) and Cross-Agency Employment (section 100) of the Act.

26. Assistance With Public Transport Tickets for Travel to Work

- 26.1 The Corporation will provide funds for the purchase of yearly rail, bus and ferry tickets (or combinations of these) for staff members who require them.
- 26.2 Staff members will repay the cost of the ticket over 12 months through regular fortnightly deductions from after tax salary.

27. Excess Travelling Time

- 27.1 Excess Travelling Time - A staff member directed by the Chief Executive Officer to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Chief Executive Officer's discretion, be compensated for such time either by:
- 27.1.1 Payment calculated in accordance with the provisions contained in this clause; or
- 27.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's supervisor.
- 27.2 Compensation under paragraphs 27.1.1 and 27.1.2 of this clause shall be subject to the following conditions:
- 27.2.1 On a non-working day - subject to the provisions of paragraphs 27.3.4, 27.3.5, 27.3.6 and 27.3.7 of this clause, all time spent travelling on official business;
- 27.2.2 On a working day - subject to the provisions of subclause 27.3 of this clause, all time spent travelling on official business outside the usual hours of duty,
provided the period for which compensation is being sought is more than a half an hour on any one day.
- 27.3 Compensation for excess travelling time shall exclude the following:
- 27.3.1 Time normally taken for the periodic journey from home to headquarters and return;
- 27.3.2 Any periods of excess travel of less than 30 minutes on any one day;
- 27.3.3 Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
- 27.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.
- 27.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- 27.3.6 Working on board ship where meals and accommodation are provided;
- 27.3.7 Any travel undertaken by a staff member whose salary includes an all incidents of employment component;
- 27.3.8 Time within the flex time bandwidth;
- 27.3.9 Travel overseas.
- 27.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:

Annual salary	X	5	X	1
1		260.89		Normal hours of work

- 27.5 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- 27.6 Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 (as set out in the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement award) shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- 27.7 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

28. Waiting Time

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to clause 27, Excess Travelling Time of this Award

29. Meal Expenses on One-Day Journeys

- 29.1 A staff member who is authorised by the Chief Executive Officer to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be reimbursed actual meal expenses properly and reasonably incurred for:-
- 29.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- 29.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and
- 29.1.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

30. Restrictions on Payment of Travelling Allowances

- 30.1 An allowance under clause 26, Travelling Compensation of this award is not payable in respect of:
- 30.1.1 Any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
- 30.1.2 Any period of leave, except with the approval of the Chief Executive Officer or as otherwise provided by this clause; or
- 30.1.3 Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- 30.2 A staff member who is in receipt of an allowance under clause 25, Travelling Compensation shall be entitled to reimbursement of incidental expenses properly and reasonably incurred in the following circumstances:
- 30.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or

30.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

31. Production of Receipts

Payment of any actual properly and reasonably incurred expenses shall be subject to the production of receipts.

32. Travelling Distance

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

SECTION 4 - ALLOWANCES AND OTHER MATTERS

33. Allowance Payable for Use of Private Motor Vehicle

33.1 The Chief Executive Officer may authorise a staff member to use a private motor vehicle for work where:

33.1.1 Such use will result in greater efficiency or involve the Corporation in less expense than if travel were undertaken by other means; or

33.1.2 Where the staff member is unable to use other means of transport due to a disability.

33.2 A staff member who, with the approval of the Chief Executive Officer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 4 of Table 1 of Part B Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 33.4 of this clause.

33.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.

33.3.1 The casual rate is payable if a staff member elects, with the approval of the Chief Executive Officer, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.

33.3.2 The official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.

33.4 Deduction from allowance

33.4.1 Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.

33.4.2 In this subclause "headquarters" means the administrative headquarters to which the staff member is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 33.4.3 of this subclause.

33.4.3 Designated headquarters

- (a) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- (b) A staff member's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

33.4.4 On days when a staff member uses a private vehicle for official business and travels to and from home, whether or not the staff member 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 staff member's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

33.4.5 Where a headquarters has been designated per paragraph 33.4.3 of this subclause and the staff member is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

33.4.6 Deductions are not to be applied in respect of days characterised as follows.

- (a) When staying away from home overnight, including the day of return from any itinerary.
- (b) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.
- (c) When the employee uses the vehicle for official business after normal working hours.
- (d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.
- (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Corporation is satisfied that:
 - (i) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - (ii) the periodical ticket was in fact purchased; and
 - (iii) in regard to train travellers, no allowance is to be paid in respect of distance between the staff member's home and the railway station or other intermediate transport stopping place.

33.5 The staff member must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the Motor Vehicles (Third Party Insurance) Act, 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Chief Executive Officer.

33.6 Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.

34. Damage to Private Motor Vehicle Used for Work

- 34.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Corporation, provided:
- 34.1.1 The damage is not due to gross negligence by the staff member; and
 - 34.1.2 The charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- 34.2 Provided the damage is not the fault of the staff member, the Corporation shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
- 34.2.1 The damage was sustained on approved work activities; and
 - 34.2.2 The costs cannot be met under the insurance policy due to excess clauses.

35. Overseas Travel

Unless the Chief Executive Officer determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member required by the Corporation to travel overseas on official business shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Premier and Cabinet Circular as issued from time to time.

36. Exchanges

- 36.1 The Chief Executive Officer may arrange two way or one way exchanges with other organisations both public and private, if the Corporation or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the Corporation's business.
- 36.2 The conditions applicable to those staff members who participate in exchanges will be determined by the Chief Executive Officer according to the individual circumstances in each case (Item 5 of Table 1 - Allowances of Part B Monetary Rates).
- 36.3 The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 45, Conditions Applying to On Loan Arrangements of this award apply to staff members who are loaned to the Association.

37. Room at Home Used as Office

- 37.1 Where no Corporation office is provided in a particular location - Where it is impractical to provide an office in a particular location, staff members stationed in such a location may be required to use a spare room at their home as an office. In such cases, the Corporation will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 6 of Table 1 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.
- 37.2 Where an office exists in a particular location - Where a Corporation office or offices already exist in a particular location but the staff member and the Chief Executive Officer agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of the Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause 37.1 of this clause shall not apply in these circumstances.
- 37.3 Requirements - Arrangements under subclauses 37.1 or 37.2 of this clause shall be subject to:
- 37.3.1 A formal agreement being reached in respect of the hours to be worked; and
 - 37.3.2 The occupational health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

38. Semi-Official Telephones

- 38.1 Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this clause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in the Corporation, as and when required.
- 38.2 The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- 38.3 The semi-official telephone allowance applies to staff members who are required, as part of their duties to:
- 38.3.1 Give decisions, supply information or provide emergency services; and/or
- 38.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 38.4 Unless Better Provisions Already Apply to a Staff Member Or a Staff Member Has Been Provided With an Official Telephone, Reimbursement of Expenses under This Clause Shall be Limited to the Following:
- 38.4.1 The connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
- 38.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
- 38.4.3 The full cost of official local, STD and ISD calls.
- 38.5 To be eligible for reimbursement, a staff member must submit their telephone account and a statement showing details of all official calls, including:
- 38.5.1 Date, time, length of call and estimated cost;
- 38.5.2 Name and phone number of the person to whom call was made; and
- 38.5.3 Reason for the call.

39. Compensation for Damage to Or Loss of Staff Member's Personal Property

- 39.1 Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the Workers Compensation Act 1987 and/or under any insurance policy of the Corporation covering the damage to or loss of the personal property of the staff member.
- 39.2 If a claim under subclause 39.1 of this clause is rejected by the insurer, the Chief Executive Officer may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
- 39.2.1 Is due to the negligence of the Corporation, another staff member, or both, in the performance of their duties; or
- 39.2.2 Is caused by a defect in a staff member's material or equipment; or
- 39.2.3 Results from a staff member's protection of or attempt to protect Corporation property from loss or damage.
- 39.3 Compensation in terms of subclause 39.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Chief Executive Officer may pay the

cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.

- 39.4 For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- 39.5 Compensation for the damage sustained shall be made by the Corporation where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

40. First Aid Allowance

- 40.1 A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate specified in Item 7 of Table 1 - Allowances of Part B Monetary Rates.
- 40.2 The First Aid Allowance will apply to a staff member appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.
- 40.3 The First Aid Allowance shall not be paid during leave of one week or more.
- 40.4 When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 40.5 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and who need to be trained to meet Corporation needs, and the cost of retraining First Aid Officers, are to be met by the Corporation.

41. Review of Allowances Payable in Terms of This Award

- 41.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:
- 41.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
- (a) Clause 25, Travelling Compensation;
 - (b) Clause 29, Meal Expenses on One Day Journeys;
 - (c) Clause 79, Overtime Meal Allowances, for breakfast, lunch and dinner.
- 41.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):
- (a) Clause 33, Allowances Payable for the Use of Private Motor Vehicle.
- 41.1.3 Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):
- (a) Clause 37, Room at Home Used as Office;
 - (b) Clause 79, Overtime Meal Allowances, for supper.

41.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:

Clause 40, First-Aid Allowance;

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

42. Trade Union Activities Regarded as on Duty

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

42.1.1 Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011.

42.1.2 Attendance at meetings with workplace management or workplace management representatives;

42.1.3 A reasonable period of preparation time, before-

- (a) meetings with management;
- (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
- (c) any other meeting with management,

by agreement with management, where operational requirements allow the taking of such time;

42.1.4 Giving evidence in court on behalf of the Corporation;

42.1.5 Appearing as a witness before the Government and Related Employees Appeal Tribunal;

42.1.6 Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;

42.1.7 Presenting information on the Association and Association activities at induction sessions for new staff of the Corporation; and

42.1.8 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

43. Trade Union Activities Regarded as Special Leave

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

43.1.1 Attendance at annual or biennial conferences of the Association;

43.1.2 Attendance at meetings of the Association's Executive, Committee of Management or Councils;

- 43.1.3 Attendance at annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 43.1.4 Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- 43.1.5 Attendance at meetings called by the DPE, as the employer for industrial purposes, as and when required;
- 43.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
- 43.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 42, 43 and 44 apply.

44. Trade Union Training Courses

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

45. Conditions Applying to on Loan Arrangements

- 45.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
 - 45.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:-
 - (a) As an Executive Member; or
 - (b) A member of a Federal Council; or
 - (c) to a vocational or industry committee.
 - 45.1.2 Briefing counsel on behalf of the Association;
 - 45.1.3 Assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
 - 45.1.4 Country tours undertaken by a member of the executive or Council of the Association;

- 45.1.5 Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.
- 45.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:-
- (a) The Corporation will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
 - (b) The Corporation will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
 - (c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive Officer and the Association.
- 45.1.7 Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.
- 45.1.8 Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Chief Executive Officer in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- 45.1.9 Where the Chief Executive Officer and the Association cannot agree on the on loan arrangement, the matter is to be referred to the DPE for determination after consultation with the Chief Executive Officer and the Association.

46. Period of Notice for Trade Union Activities

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

47. Access to Facilities By Trade Union Delegates

- 47.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:
- 47.1.1 Telephone, facsimile and, where available, E-mail facilities;
 - 47.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
 - 47.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

48. Responsibilities of the Trade Union Delegate

- 48.1 Responsibilities of the Association delegate are to:
- 48.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
 - 48.1.2 Participate in the workplace consultative processes, as appropriate;
 - 48.1.3 Follow the dispute settling procedure applicable in the workplace;

- 48.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- 48.1.5 Account for all time spent on authorised Association business;
- 48.1.6 When special leave is required, to apply for special leave in advance;
- 48.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Chief Executive Officer and the Association; and
- 48.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

49. Responsibilities of the Trade Union

- 49.1 Responsibilities of the Association are to:
 - 49.1.1 Provide written advice to the Chief Executive Officer about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
 - 49.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 50.1.3 of clause 50, Responsibilities of Workplace Management of this award;
 - 49.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
 - 49.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
 - 49.1.5 Apply to the Chief Executive Officer well in advance of any proposed extension to the "on loan" arrangement;
 - 49.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the Corporation are used reasonably and properly; and
 - 49.1.7 Advise Corporation of any leave taken by the Association delegate during the on loan arrangement.

50. Responsibilities of Workplace Management

- 50.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:
 - 50.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, allow for sufficient travelling time during the ordinary working hours;
 - 50.1.2 Advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
 - 50.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
 - 50.1.4 Where possible, provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;

- 50.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 50.1.6 Where an Association activity provided under this clause needs to be undertaken during an approved period of flexi leave, apply the provisions of paragraph 61.1.5 of this clause;
- 50.1.7 Continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- 50.1.8 Verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 50.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, consult with the Association before taking any remedial action.

51. Right of Entry Provisions

The right of entry provisions shall be as prescribed under the Occupational Health and Safety Act 2000 (NSW) and the Industrial Relations Act 1996 (NSW).

52. Travelling and Other Costs of Trade Union Delegates

- 52.1 Except as specified in paragraph 50.1.3 of clause 50, Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- 52.2 In respect of meetings called by the workplace management in terms of paragraph 50.1.3 of clause 50, Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 25, Travelling Compensation, 29, Meal Expenses on One-Day Journeys, or 30, Restrictions on Payment of Travelling Allowances of this award.
- 52.3 No overtime, leave in lieu or any other additional costs will be claimable by a staff member from the Corporation or the DPE, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 52.4 The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the Corporation by the Association or the staff member.

53. Industrial Action

- 53.1 Provisions of the Industrial Relations Act 1996 shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under clause 9, Grievance and Dispute Settling Procedures).
- 53.2 There will be no victimisation of staff members prior to, during or following such industrial action.

54. Consultation and Technological Change

- 54.1 There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between the Corporation and Association.
- 54.2 The Corporation's management shall consult with the Association prior to the introduction of any technological change.

55. Deduction of Trade Union Membership Fees

- 55.1 The Association shall provide the Corporation with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 55.2 The Association shall advise the Corporation of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the Corporation at least one month in advance of the variation taking effect.
- 55.3 Subject to 55.1 and 55.2 of this clause, the Corporation shall arrange for the deduction of Association fortnightly membership fees from the pay of any staff member who is a member of the Association in accordance with the Association's rules, provided that the staff member has authorised the Corporation to make such deductions.
- 55.4 Monies so deducted from a staff member's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to staff members' Association membership accounts.
- 55.5 Unless other arrangements are agreed to by the Corporation and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 55.6 Where a staff member has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the staff member to make a fresh authorisation in order for such deduction to continue.

SECTION 6 - LEAVE**56. Leave - General Provisions**

- 56.1 The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Chief Executive Officer and the Association.
- 56.2 Unless otherwise specified, part-time staff members will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- 56.3 Unless otherwise specified in this award a temporary employee employed under Section 27 of the Act is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the Public Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- 56.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

57. Absence from Work

- 57.1 A staff member must not be absent from work unless reasonable cause is shown.
- 57.2 If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- 57.3 If a satisfactory explanation for the absence, is not provided, the staff member will be regarded as absent from duty without authorised leave and the Chief Executive Officer shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- 57.4 The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.

- 57.5 Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

58. Applying for Leave

- 58.1 An application by a staff member for leave under this award shall be made to and dealt with by the Chief Executive Officer.
- 58.2 The Chief Executive Officer shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of the Corporation permit this to be done.

59. Extended Leave

Extended leave shall accrue and shall be granted to staff members in accordance with the provisions of Schedule 3 of the Act.

60. Family and Community Service Leave

- 60.1 The Chief Executive Officer shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 60.2 of this clause. The Chief Executive Officer may also grant leave for the purposes in subclause 60.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 60.2 Such unplanned and emergency situations may include, but not be limited to, the following:-
- 60.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - 60.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - 60.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - 60.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 60.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the Chief Executive Officer considers the granting of family and community service leave to be appropriate in a particular case.
- 60.3 Family and community service leave may also be granted for:
- 60.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for 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
 - 60.3.2 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.
- 60.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 70.4.2 of clause 70, Sick Leave to Care for a Family Member of this award.
- 60.5 Family and community service leave shall accrue as follows:

- 60.5.1 two and a half days in the staff member's first year of service;
- 60.5.2 two and a half days in the staff member's second year of service; and
- 60.5.3 one day per year thereafter.
- 60.6 If available family and community service leave is exhausted as a result of natural disasters, the Chief Executive Officer shall consider applications for additional family and community service leave, if some other emergency arises.
- 60.7 If available family and community service leave is exhausted on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- 60.8 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 70, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 60.9 A Chief Executive Officer may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

61. Leave Without Pay

- 61.1 The Chief Executive Officer may grant leave without pay to a staff member if good and sufficient reason is shown.
- 61.2 Leave without pay may be granted on a full-time or a part-time basis.
- 61.3 Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- 61.4 Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 61.5 A staff member who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Chief Executive Officer.
- 61.6 A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 61.7 No paid leave shall be granted during a period of leave without pay.
- 61.8 A permanent appointment may be made to the staff member's position if:
- 61.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
- 61.8.2 the staff member is advised of the Corporation's proposal to permanently backfill their position; and
- 61.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and

- 61.8.4 the Corporation advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 61.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 61.10 The staff member does not cease to be employed by the Corporation if their position is permanently backfilled.
- 61.11 Subclause 61.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 64.9.1(a) of clause 64, Parental Leave or to military leave.

62. Military Leave

- 62.1 During the period of 12 months commencing on 1 July each year, the Chief Executive Officer may grant to a staff member who is a volunteer part-time member of the Defence Force, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the staff member's unit.
- 62.2 In accordance with the Defence Reserve Service (Protection) Act 2001 (Cth), it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary Defence Reserve Service.
- 62.3 Up to 24 working days military leave per financial year may be granted by the Chief Executive Officer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 62.1 of this clause.
- 62.4 The Chief Executive Officer may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Force.
- 62.5 A staff member who is requested by the Australian Defence Force to provide additional military services requiring leave in excess of the entitlement specified in subclause 62.3 of this clause may be granted Military Leave Top up Pay by the Chief Executive Officer.
- 62.6 Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 62.7 During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and Corporations are to continue to make superannuation contributions at the normal rate.
- 62.8 At the expiration of military leave in accordance with subclause 62.3 or 62.4 of this clause, the staff member shall furnish to the Chief Executive Officer a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

63. Observance of Essential Religious Or Cultural Obligations

- 63.1 A staff member of:
- 63.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 63.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- 63.2 Provided adequate notice as to the need for leave is given by the staff member to the Corporation and it is operationally convenient to release the staff member from duty, the Chief Executive Officer must grant the leave applied for by the staff member in terms of this clause.

- 63.3 A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Chief Executive Officer, subject to:
- 63.3.1 Adequate notice being given by the staff member;
 - 63.3.2 Prior approval being obtained by the staff member; and
 - 63.3.3 The time off being made up in the manner approved by the Chief Executive Officer.
- 63.4 Notwithstanding the provisions of subclauses 63.1, 63.2 and 63.3 of this clause, arrangements may be negotiated between the Corporation and the Association to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

64. Parental Leave

- 64.1 Parental leave includes maternity, adoption and "other parent" leave.
- 64.2 Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
- 64.2.1 For a period up to 9 weeks prior to the expected date of birth; and
 - 64.2.2 For a further period of up to 12 months after the actual date of birth.
 - 64.2.3 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.
- 64.3 Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
- 64.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 64.3.2 For such period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer may determine, if the child has commenced school at the date of the taking of custody.
 - 64.3.3 Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- 64.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 64.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - 64.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 64.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 64.5 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks. A staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:

- 64.5.1 applied for parental leave within the time and in the manner determined set out in subclause 64.10 of this clause; and
- 64.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 64.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.
- 64.6 Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 64.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 64.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
- 64.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 64.7 A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 64.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 64.7.2 at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
- 64.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 64.8 Except as provided in subclauses 64.5, 64.6 and 64.7 of this clause parental leave shall be granted without pay.
- 64.9 Right to request
- 64.9.1 A staff member who has been granted parental leave in accordance with subclause 64.2, 64.3 or 64.4 of this clause may make a request to the Chief Executive Officer to:
- (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);
- to assist the staff member in reconciling work and parental responsibilities.
- 64.9.2 The Chief Executive Officer shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental

responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Chief Executive Officer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

64.10 Notification Requirements

- 64.10.1 When the Corporation is made aware that a staff member or their spouse is pregnant or is adopting a child, the Corporation must inform the staff member of their entitlements and their obligations under the award.
- 64.10.2 A staff member who wishes to take parental leave must notify the Chief Executive Officer in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- (a) that she/he intends to take parental leave, and
 - (b) the expected date of birth or the expected date of placement, and
 - (c) if she/he is likely to make a request under subclause 64.9 of this clause.
- 64.10.3 At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
- (a) the date on which the parental leave is intended to start, and
 - (b) the period of leave to be taken.
- 64.10.4 The staff member's request and the Chief Executive Officer's decision are to be in writing.
- The staff member's request under paragraph 64.9.1 and the Chief Executive Officer's decision made under paragraph 64.9.2 must be recorded in writing.
- 64.10.5 A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Chief Executive Officer in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Chief Executive Officer agrees.
- 64.10.6 A staff member on maternity leave is to notify the Corporation of the date on which she gave birth as soon as she can conveniently do so.
- 64.10.7 A staff member must notify the Corporation as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 64.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Corporation and any number of times with the consent of the Corporation. In each case she/he must give the Corporation at least 14 days notice of the change unless the Chief Executive Officer decides otherwise.
- 64.11 A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 64.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 64.12 If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.

- 64.13 a Staff Member Does Not Have a Right to Her/His Former Position During a Period of Return to Work on a Part Time Basis. If the Chief Executive Officer Approves a Return to Work on a Part Time Basis then the Position Occupied is to be at the Same Classification and Grade as the Former Position.
- 64.14 A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Corporation) must be given.
- 64.15 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 64.16 A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 64.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 64.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 64.17.2 the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - 64.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 64.18 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Chief Executive Officer, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 64.19 If such adjustments cannot reasonably be made, the Chief Executive Officer must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- 64.20 Communication during parental leave
- 64.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Corporation shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
 - (b) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
 - 64.20.2 The staff member shall take reasonable steps to inform the Chief Executive Officer about any significant matter that will affect the staff member's decision regarding the duration

of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.

- 64.20.3 The staff member shall also notify the Chief Executive Officer of changes of address or other contact details which might affect the Corporation's capacity to comply with paragraph 64.20.1 of this subclause.

65. Purchased Leave

- 65.1 A staff member may apply to enter into an agreement with the Chief Executive Officer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 65.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account Corporation business needs and work demands.
- 65.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 65.1.3 The leave will count as service for all purposes.
- 65.2 The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.
- 65.2.1 Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- 65.2.2 To calculate the purchased leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 65.3 Purchased leave is subject to the following provisions:
- 65.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- 65.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
- 65.3.3 Sick leave cannot be taken during a period of purchased leave.
- 65.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 65.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay.
- 65.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 65.4 Specific conditions governing purchased leave may be amended from time to time by the DPE in consultation with the Association. The Corporation may make adjustments relating to their salary administration arrangements.

66. Recreation Leave

- 66.1 Accrual
- 66.1.1 Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.

66.1.2 Recreation leave accrues from day to day.

66.2 Limits on Accumulation and Direction to Take Leave

66.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Chief Executive Officer in special circumstances.

66.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Chief Executive Officer according to the wishes of the staff member.

66.2.3 The Chief Executive Officer shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Corporation.

66.2.4 The Chief Executive Officer shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Corporation.

66.2.5 A staff member must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Corporation must cooperate in this process. The Corporation may direct a staff member with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by the beginning of February of the following year.

66.3 Conservation of Leave - If the Chief Executive Officer is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Chief Executive Officer shall:-

66.3.1 Specify in writing the period of time during which the excess leave shall be conserved; and

66.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.

66.3.3 The Chief Executive Officer will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.

66.4 Miscellaneous

66.4.1 Unless a local arrangement has been negotiated between the Chief Executive Officer and the Association, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.

66.4.2 Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).

66.4.3 Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 66.4.4 of this subclause.

66.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the Workers Compensation Act 1987; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.

- 66.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 66.4.4 of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 66.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 66.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 64, Parental Leave of this award.
- 66.4.8 On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave which remains untaken.
- 66.4.9 A staff member to whom paragraph 66.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 66.5 Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary.
- 66.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
- 66.6.1 To the widow or widower of the staff member; or
- 66.6.2 If there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- 66.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Chief Executive Officer was, at the time of the staff member's death, a dependent relative of the staff member; or
- 66.6.4 If there is no person entitled under paragraphs 66.6.1, 66.6.2 or 66.6.3 of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.
- 66.7 Recreation leave does not accrue during leave without pay other than
- 66.7.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 66.7.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 66.7.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 66.7.4 incapacity for which compensation has been authorised under the Workplace Injury Management and Workers Compensation Act 1998; or
- 66.7.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.

67. Annual Leave Loading

- 67.1 General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 67.2 to 67.4 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.

- 67.2 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- 67.3 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 67.4 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- 67.4.1 Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two (2) consecutive weeks recreation leave. Where a staff member does not have at least 2 weeks recreation leave available, the staff member may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
- 67.4.2 If at least two weeks leave, as set out in paragraph 67.4.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year.
- 67.4.3 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 67.4.1 of this subclause, is taken.
- 67.4.4 A staff member who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the Corporation for any reason other than the staff member's serious and intentional misconduct.
- 67.4.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

68. Sick Leave

- 68.1 Illness in this clause and in clauses 69 and 70 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 68.2 Payment for sick leave is subject to the staff member:
- 68.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and
- 68.2.2 Providing evidence of illness as soon as practicable if required by clause 69, Sick Leave - Requirements for Evidence of Illness of this award.
- 68.3 If the Chief Executive Officer is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Chief Executive Officer:
- 68.3.1 Shall grant to the staff member sick leave on full pay; and
- 68.3.2 May grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this award to sick leave on full pay.
- 68.4 The Chief Executive Officer may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
- 68.4.1 is unable to carry out their duties without distress; or

- 68.4.2 risks further impairment of their health by reporting for duty; or
- 68.4.3 is a risk to the health, wellbeing or safety of other staff members, Corporational clients or members of the public.
- 68.5 The Chief Executive Officer may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- 68.6 Entitlements. Existing staff members at 13 November 2008 commenced accruing sick leave in accordance with this clause from 1 January 2009 onwards.
- 68.6.1 At the commencement of employment with the Public Service, a full-time staff member is granted an accrual of 5 days sick leave.
- 68.6.2 After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 68.6.3 After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.
- 68.6.4 All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- 68.6.5 Notwithstanding the provisions of paragraph 68.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
- 68.6.6 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- 68.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 68.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 68.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Chief Executive Officer approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 68.8 Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

69. Sick Leave - Requirements for Evidence of Illness

- 69.1 A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Chief Executive Officer in respect of the absence.
- 69.2 In addition to the requirements under subclause 68.2 of clause 68, Sick Leave of this award, a staff member may absent themselves for a total of 5 working days per annum due to illness without the provision of evidence of illness to the Chief Executive Officer. Staff members who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the Chief Executive Officer for each occasion absent for the balance of the calendar year.

- 69.3 As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Chief Executive Officer is satisfied that the reason for the absence is genuine.
- 69.4 If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Chief Executive Officer will advise them in advance.
- 69.5 If the Chief Executive Officer is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to the Department of Health for advice.
- 69.5.1 The type of leave granted to the staff member will be determined by the Chief Executive Officer based on Department of Health advice.
- 69.5.2 If sick leave is not granted, the Chief Executive Officer will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 69.6 The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Corporation.
- 69.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 69.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Chief Executive Officer's discretion, another registered health services provider, or
- 69.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 69.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 69.7.3 at the Chief Executive Officer's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.
- 69.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the Chief Executive Officer satisfactory evidence of illness in respect of an illness which occurred during the leave, the Chief Executive Officer may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
- 69.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 69.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 69.9 Subclause 69.8 of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

70. Sick Leave to Care for a Family Member

- 70.1 Where family and community service leave provided for in clause 60 of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause 70.4 of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

- 70.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Chief Executive Officer may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- 70.3 If required by the Chief Executive Officer to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 69.6 of clause 69, Sick Leave - Requirements for Evidence of Illness of this award.
- 70.4 The entitlement to use sick leave in accordance with this clause is subject to:
- 70.4.1 The staff member being responsible for the care and support of the person concerned; and
- 70.4.2 The person concerned being:
- (a) a spouse of the staff member; or
 - (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
 - (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or
 - (e) a relative of the staff member who is a member of the same household,

where for the purposes of this definition:

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

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

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

71. Sick Leave - Workers Compensation

- 71.1 The Chief Executive Officer shall advise each staff member of the rights under the Workers Compensation Act 1987, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- 71.2 A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the Workers Compensation Act 1987 shall be required to lodge a claim for any such compensation.
- 71.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Chief Executive Officer shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- 71.4 The Chief Executive Officer will ensure that, once received by the Corporation, a staff member's workers compensation claim is lodged by the Corporation with the workers compensation insurer within the statutory period prescribed in the Workers Compensation Act 1987.
- 71.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Chief Executive Officer shall grant sick leave on full pay for which the staff member is eligible

followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.

- 71.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- 71.7 A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the Workers Compensation Act 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- 71.8 If a staff member notifies the Chief Executive Officer that he or she does not intend to make a claim for any such compensation, the Chief Executive Officer shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 71.9 A staff member may be required to submit to a medical examination under the Workers Compensation Act 1987 in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- 71.10 If the Chief Executive Officer provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the Workers Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998 and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 71.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the Workers Compensation Act 1987.
- 71.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
- 71.12.1 The staff member's claim for workers compensation;
- 71.12.2 The conduct of a medical examination by a Government or other Medical Officer;
- 71.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
- 71.12.4 Action taken by the Chief Executive Officer either under the Workers Compensation Act 1987 or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

72. Sick Leave - Claims Other Than Workers Compensation

- 72.1 If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the Workers Compensation Act 1987, sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:-
- 72.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Corporation to the staff member; and

- 72.1.2 In the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the Corporation the monetary value of any such period of sick leave.
- 72.2 Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Chief Executive Officer is satisfied that the refusal or failure is unavoidable.
- 72.3 On repayment to the Corporation of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

73. Special Leave

73.1 Special Leave - Jury Service

73.1.1 A staff member shall, as soon as possible, notify the Chief Executive Officer of the details of any jury summons served on the staff member.

73.1.2 A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Chief Executive Officer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the Jury Act 1977 in respect of any such period.

73.1.3 When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Chief Executive Officer shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Chief Executive Officer shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.

73.2 Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at court as a witness in an official capacity shall be paid by the Corporation.

73.3 Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

73.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and

73.3.2 Pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

73.3.3 Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the Corporation for the required period.

73.4 Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.

73.5 Special Leave - Examinations -

- 73.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Chief Executive Officer.
- 73.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 73.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- 73.6 Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 43, Trade Union Activities Regarded as Special Leave of this award.
- 73.7 A staff member who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.
- 73.8 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Chief Executive Officer for such other purposes, subject to the conditions specified in the Personnel Handbook at the time the leave is taken.

SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

74. Staff Development and Training Activities

- 74.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
- 74.1.1 All staff development courses conducted by a NSW Public Sector organisation;
- 74.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
- 74.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 74.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:
- 74.2.1 Activities for which study assistance is appropriate;
- 74.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
- 74.2.3 Activities which are of no specific relevance to the NSW Public Sector.
- 74.3 Attendance of a staff member at activities considered by the Chief Executive Officer to be:
- 74.3.1 Essential for the efficient operation of the Corporation; or
- 74.3.2 Developmental and of benefit to the NSW public sector
- shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.

- 74.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Corporation:
- 74.4.1 Recognition that the staff members are performing normal duties during the course;
 - 74.4.2 Adjustment for the hours so worked under flexible working hours;
 - 74.4.3 Payment of course fees;
 - 74.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
 - 74.4.5 Payment of overtime where the activity could not be conducted during the staff member's normal hours and the Chief Executive Officer is satisfied that the approval to attend constitutes a direction to work overtime under clause 76, Overtime - General of this award.
- 74.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Corporation:
- 74.5.1 Recognition of the staff member as being on duty during normal working hours whilst attending the activity;
 - 74.5.2 Payment of course fees;
 - 74.5.3 Reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - 74.5.4 Such other conditions as may be considered appropriate by the Chief Executive Officer given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 74.6 Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the public service, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the Chief Executive Officer is able to release the staff member, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 74.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this clause.

75. Study Assistance

- 75.1 The Chief Executive Officer shall have the power to grant or refuse study time for a staff member.
- 75.2 Where the Chief Executive Officer approves the grant of study time for a staff member, the grant shall be subject to:
- 75.2.1 The course undertaken by the staff member being a course relevant to the Corporation and/or the public service and approved by the Chief Executive Officer;
 - 75.2.2 The time being taken at the convenience of the Corporation; and
 - 75.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 75.3 Study time may be granted to both full and part-time staff members. Part-time staff members however shall be entitled to a pro-rata allocation of study time to that of a full-time staff member.

- 75.4 Study time may be used for:
- 75.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 75.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - 75.4.3 Private study; and/or
 - 75.4.4 Accumulation, subject to the conditions specified in subclauses 75.6 to 75.9 of this clause.
- 75.5 Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- 75.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - 75.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - 75.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 75.6 to 75.9 of this clause.
- 75.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Corporation.
- 75.7 Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 75.8 Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 75.9 Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 75.10 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 75.11 Correspondence Courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 75.12 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 75.13 Repeated subjects - Study time shall not be granted for repeated subjects.
- 75.14 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.

- 75.15 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 75.16 The period granted as examination leave shall include:
- 75.16.1 Time actually involved in the examination;
 - 75.16.2 Necessary travelling time, in addition to examination leave,
but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- 75.17 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 75.18 Study Leave - Study leave for full-time study is granted to assist those staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 75.19 All staff members are eligible to apply and no prior service requirements are necessary.
- 75.20 Study leave shall be granted without pay, except where the Chief Executive Officer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Chief Executive Officer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 75.21 Where financial assistance is approved by the Chief Executive Officer for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.
- 75.22 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the Corporation may choose to identify courses or educational programmes of particular relevance or value and establish a Corporation scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SECTION 8 - OVERTIME

76. Overtime - General

- 76.1 A staff member may be directed by the Chief Executive Officer to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 76.1.1 The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - 76.1.2 Any risk to staff member health and safety,
 - 76.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - 76.1.4 The notice (if any) given by the Chief Executive Officer regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - 76.1.5 Any other relevant matter.

- 76.2 Payment for overtime shall be made only where the staff member works directed overtime.
- 76.3 Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Chief Executive Officer to work more than 7 hours after finishing overtime or before commencing overtime.
- 76.4 Payment for overtime worked shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
- 76.4.1 Compensation specifically provided for overtime; or
- 76.4.2 Be paid an allowance for overtime; or
- 76.4.3 A rate of salary which has been determined as inclusive of overtime.

77. Overtime Worked By Day Workers

- 77.1 The provisions of this clause shall not apply to:
- 77.1.1 Staff members covered by formal local arrangements in respect of overtime negotiated between the Chief Executive Officer and the Association;
- 77.1.2 Staff members to whom overtime provisions apply under another industrial instrument;
- 77.1.3 Staff members whose salary includes compensation for overtime; and
- 77.1.4 Staff members who receive an allowance in lieu of overtime.
- 77.2 Rates - Overtime shall be paid at the following rates:
- 77.2.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements apply;
- 77.2.2 Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- 77.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
- 77.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- 77.3 If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- 77.4 A staff member who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- 77.5 Rest Periods
- 77.5.1 A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.

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

78. Overtime Meal Breaks

- 78.1 Staff members not working flexible hours - A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 78.2 Staff member working flexible hours - A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 78.3 Staff Members Generally - A staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

79. Overtime Meal Allowances

- 79.1 If an adequate meal is not provided by the Corporation, a meal allowance shall be paid by the Corporation at the appropriate rate specified in Item 8 of Table 1 - Allowances of Part B, Monetary Rates, provided the Chief Executive Officer is satisfied that:
- 79.1.1 the time worked is directed overtime;
- 79.1.2 the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 79.1.3 where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
- 79.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 79.2 Where an allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Chief Executive Officer shall approve payment of actual expenses.
- 79.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 79.4 Receipts shall be provided to the Chief Executive Officer or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- 79.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Executive Officer and the Association from negotiating different meal provisions under a local arrangement.

80. Rate of Payment for Overtime

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 (as set out in the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement award), as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Chief Executive Officer approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

81. Payment for Overtime Or Leave in Lieu

- 81.1 The Chief Executive Officer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause 81.2 of this clause.
- 81.2 The following provisions shall apply to the leave in lieu:-
 - 81.2.1 The staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment.
 - 81.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
 - 81.2.3 The leave must be taken at the convenience of the Corporation, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 70, Sick Leave to Care for a Sick Family Member of this award apply.
 - 81.2.4 The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member's Corporation or section;
 - 81.2.5 Leave in lieu accrued in respect of overtime shall be given by the Corporation and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Chief Executive Officer and the Association.
 - 81.2.6 A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

82. Calculation of Overtime

- 82.1 Unless a minimum payment in terms of subclause 77.4 of clause 77, Overtime Worked by Day Workers of this award applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- 82.2 The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

Annual salary	X	5	X	1
1		260.89		No of ordinary hours of work per week
- 82.3 To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- 82.4 Overtime is not payable for time spent travelling.

83. Provision of Transport in Conjunction With Working of Overtime

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

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

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above rests with administrative units of Corporations where knowledge of each particular situation will enable appropriate judgements to be made.

83.2 Arrangement of Overtime

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the staff member can use public transport or other normal means of transport to and from work.

83.3 Provision of Taxis

Where a staff member ceases overtime duty after 8.00 p.m. and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

SECTION 9 - MISCELLANEOUS

84. Anti-Discrimination

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

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

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

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

84.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;

84.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

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

84.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

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

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

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

85. Secure Employment

85.1 Objective of this Clause

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

85.2 Casual Conversion

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

85.2.2 Where the Corporation employs such a casual employee, the Corporation shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the Corporation fails to comply with this notice requirement.

85.2.3 Any casual employee who has a right to elect under paragraph 85.2.1, upon receiving notice under paragraph 85.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Chief Executive Officer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the Chief Executive Officer shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Chief Executive Officer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

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

85.2.5 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Chief Executive Officer.

85.2.6 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 85.2.3, the Chief Executive Officer and employee shall, in accordance with this paragraph, and subject to paragraph 85.2.3, discuss and agree upon:

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

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

85.2.7 Following an agreement being reached pursuant to paragraph 85.2.6, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

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

85.3 Work Health and Safety

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

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

85.3.2 If the Corporation engages a labour hire business and/or a contract business to perform work wholly or partially on the Corporation's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

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

85.4 Disputes Regarding the Application of this Clause

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

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

86. Existing Entitlements

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

87. Incidence and Duration

87.1 This award removes any doubt that the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 published 31 July 2009 (368 I.G. 884) and all variations thereof do not apply to the staff members who are now covered under this award. For the avoidance of doubt, staff members covered under this award are those persons employed by the Corporation under section 4B(3) of the Act whose positions are identified in Table 2 - Salary Rates of Part B Monetary Rates of this award.

87.2 This award will be operative from 1 July 2015 and will remain in force until 30 June 2016.

88. No Extra Claims

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

PART B

Table 1: Allowances of Part B - Monetary Rates of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

Effective 1 July 2014*

*Note that amounts are to be updated to the 2015 rates for Meals, travelling and other allowances after the Australian Taxation Office has published the reasonable travel and overtime meal allowance amounts.

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys	
		Capital cities and high cost country centres	
		(see list in item 2)	
	29.1.1	Breakfast	\$25.35
	29.1.2	Dinner	\$48.65
	29.1.3	Lunch	\$28.55
		Tier 2 and other country centres (see list in item 2)	
	29.1.1	Breakfast	\$22.70
	29.1.2	Dinner	\$44.75
	29.1.3	Lunch	\$25.95
2		Travelling allowances	
	26.8.2	Capital cities	Per day
		Adelaide	\$278.25
		Brisbane	\$322.25
		Canberra	\$289.25
		Darwin	\$337.25
		Hobart	\$253.25
		Melbourne	\$294.25
		Perth	\$354.25
		Sydney	\$306.25

26.8.2	High cost country centres	Per day
	Albany (WA)	\$300.25
	Alice Springs (NT)	\$271.25
	Bordertown (SA)	\$256.25
	Bourke (NSW)	\$286.25
	Bright (VIC)	\$273.25
	Broome (WA)	\$354.25
	Bunbury (WA)	\$276.25
	Burnie (TAS)	\$270.25
	Cairns (QLD)	\$261.25
	Carnarvon (WA)	\$272.25
	Castlemaine (VIC)	\$254.25
	Chinchilla (QLD)	\$264.25
	Christmas Island (WA)	\$271.25
	Cocos (Keeling) Islands (WA)	\$406.25
	Colac (VIC)	\$259.25
	Dalby (QLD)	\$265.25
	Dampier (WA)	\$296.25
	Derby (WA)	\$311.25
	Devonport (TAS)	\$256.25
	Emerald (QLD)	\$277.25
	Exmouth (WA)	\$376.25
	Geraldton (WA)	\$296.25
	Gladstone (QLD)	\$308.25
	Gold Coast (QLD)	\$270.25
	Gosford (NSW)	\$261.25
	Halls Creek (WA)	\$320.25
	Hervey Bay (QLD)	\$278.25
	Horn Island (QLD)	\$301.25
	Jabiru (NT)	\$313.25
	Kalgoorlie (WA)	\$280.25
	Karratha (WA)	\$468.25
	Katherine (NT)	\$255.25
	Kingaroy (QLD)	\$255.25
	Kununurra (WA)	\$323.25
	Mackay (QLD)	\$282.25
	Maitland (NSW)	\$273.25
	Mount Isa (QLD)	\$281.25
	Mudgee (NSW)	\$256.25
	Newcastle (NSW)	\$273.25
	Newman (WA)	\$316.25
	Norfolk Island	\$450.25
	Northam (WA)	\$284.25
	Orange (NSW)	\$270.25
	Port Hedland (WA)	\$416.25
	Port Pirie (SA)	\$261.25
	Queanbeyan (NSW)	\$254.25
	Roma (QLD)	\$260.25
	Thursday Island (QLD)	\$321.25
	Wagga Wagga (NSW)	\$262.25
	Weipa (QLD)	\$259.25
	Whyalla (SA)	\$266.25
	Wilpena-Pound (SA)	\$288.25
	Wollongong (NSW)	\$257.25
	Wonthaggi (VIC)	\$259.25
	Yulara (NT)	\$365.25

	26.8.2	Tier 2 country centres	Per day
		Albury (NSW)	\$244.10
		Ararat (VIC)	\$244.10
		Armidale (NSW)	\$244.10
		Ayr (QLD)	\$244.10
		Bairnsdale (VIC)	\$244.10
		Ballarat (VIC)	\$244.10
		Bathurst (NSW)	\$244.10
		Benalla (VIC)	\$244.10
		Bendigo (VIC)	\$244.10
		Broken Hill (NSW)	\$244.10
		Bundaberg (QLD)	\$244.10
		Ceduna (SA)	\$244.10
		Charters Towers (QLD)	\$244.10
		Coffs Harbour (NSW)	\$244.10
		Cooma (NSW)	\$244.10
		Dubbo (NSW)	\$244.10
		Echuca (VIC)	\$244.10
		Esperance (WA)	\$244.10
		Geelong (VIC)	\$244.10
		Goulburn (NSW)	\$244.10
		Gunnedah (NSW)	\$244.10
		Hamilton (VIC)	\$244.10
		Horsham (VIC)	\$244.10
		Innisfail (QLD)	\$244.10
		Kadina (SA)	\$244.10
		Launceston (TAS)	\$244.10
		Mildura (VIC)	\$244.10
		Mount Gambier (SA)	\$244.10
		Muswellbrook (NSW)	\$244.10
		Naracoorte (SA)	\$244.10
		Nowra (NSW)	\$244.10
		Port Augusta (SA)	\$244.10
		Portland (VIC)	\$244.10
		Port Lincoln (SA)	\$244.10
		Port Macquarie (NSW)	\$244.10
		Queenstown (TAS)	\$244.10
		Renmark (SA)	\$244.10
		Rockhampton (QLD)	\$244.10
		Sale (VIC)	\$244.10
		Seymour (VIC)	\$244.10
		Shepparton (VIC)	\$244.10
		Swan Hill (VIC)	\$244.10
		Tamworth (NSW)	\$244.10
		Tennant Creek (NT)	\$244.10
		Toowoomba (QLD)	\$244.10
		Townsville (QLD)	\$244.10
		Tumut (NSW)	\$244.10
		Warrnambool (VIC)	\$244.10
	26.8.2	Other country centres	\$222.10
	26.8.2	Incidental expenses when claiming actual expenses - all locations	\$18.70
	26.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate

3	26.8.1	Incidental expenses	\$18.70
4		Camping allowance	Per night
	34.2.1	Established camp	\$30.65
	34.2.2	Non established camp	\$40.50
		Additional allowance for staff who camp in excess of 40 nights per year	\$9.65
5	35.2	Composite allowance (per day)	\$146.15
6		Use of private motor vehicle	Cents per kilometre
	36.3	Official business	
		Engine capacity-	
		2601cc and over	77.0
		1601cc-2600cc	76.0
		1600cc or less	65.0
	36.3	Casual rate (40% of official business rate)	
		Engine capacity-	
		2601cc and over	30.8
		1601cc-2600cc	30.4
		1600cc or less	26.0
		Motor cycle allowance (50% of the 1600cc or less official business rate)	32.5
	36.7	Towing trailer or horse float (13% of the 2601cc and over official business rate)	10.0
7		Camping equipment allowance	Per night
	38.2	Camping equipment allowance	\$30.35
	38.3	Bedding and sleeping bag	\$5.10
8		Remote areas allowance	Per annum
		With dependants	
	39.2.1	- Grade A	\$1939 pa
	39.2.2	- Grade B	\$2572 pa
	39.2.3	- Grade C	\$3435 pa
		Without dependants	
	39.2.1	- Grade A	\$1353 pa
	39.2.2	- Grade B	\$1803 pa
	39.2.3	- Grade C	\$2406 pa
9	40.1	Assistance to staff members stationed in a remote area when travelling on recreation leave	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$47.80
		Other transport - with dependants	Actual reasonable expenses in excess of \$47.80 and up to \$320.20
		Other transport - without dependants	Actual reasonable expenses in excess of \$47.80 and up to \$158.15
		Rail travel	Actual rail fare less \$47.80
10	41	Insurance cover	Up to \$A 1,173

11	42.2	Exchanges	Actual cost
12	43.1	Room at home used as office	\$883 pa
13	92.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2014)	0.90 per hour
14	45	Flying allowance (effective ffpp on or after 1 July 2014)	\$19.20 per hour
15	46.1	Uniforms, protective clothing and laundry allowance	\$4.65 per week
16	48.1	Garage and carport allowance	Per annum
		- Garage allowance	\$625 pa
		- Carport allowance	\$139 pa
17	50.1	Community language allowance scheme (effective ffpp on or after 1 July 2014)	Per annum
		- Base Level Rate	\$1280 pa
		- Higher Level Rate	\$1924 pa
18	51.1	First aid allowance (effective ffpp on or after 1 July 2014)	Per annum
		- Holders of basic qualifications	\$824 pa
		- Holders of current occupational first aid certificate	\$1238 pa
19	94.1	Overtime meal allowances	Effective 1 July 2014
		Breakfast	\$28.20
		Lunch	\$28.20
		Dinner	\$28.20
		Supper	\$10.55

Table 2 - Salary Rates

Clauses 3.44, 6 and 87.2

Grade	Salary rate from first full pay period on or after 1 July 2015 \$
STC Grade 4	73,958
STC Grade 5	82,135
STC Grade 6	87,147
STC Grade 7	93,319
STC Grade 8	100,298
STC Grade 9	106,192
STC Grade 10	114,913

P. J. NEWALL, Commissioner

INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 303 of 2015)

Before The Honourable Justice Walton, President

4 June 2015

AWARD

Clause No.	Subject Matter
1.	Title of Award
2.	Dictionary of Terms
3.	Aims of the Award
4.	Communication and Consultation
5.	ICAC Officer Classification and Salary Structure
6.	Basis of Employment
7.	Performance Management and Salary Increments
8.	Training and Development
9.	Redundancy and Redeployment
10.	Conditions of Employment
11.	Hours of Employment - Flexible Working Hours Scheme (FWH)
12.	Flexible Work Arrangements (FWA)
13.	Annual Leave
14.	Concessional Leave and Easter Thursday
15.	Long Service Leave (Extended Leave)
16.	Family and Community Service Leave and Carer's Leave
17.	Holy Days and Essential Religious Duties
18.	Leave Without Pay
19.	Military Leave
20.	Parental Leave
21.	Public Holidays
22.	Sick Leave
23.	Special Leave
24.	Study Time and Examination Leave
25.	Travelling Time Compensation
26.	Overtime
27.	Performing Higher Duties
28.	Allowances and Loadings
29.	Investigators, Surveillance Officers and Technical Services Officers
30.	Secure Employment Test Case WHS Obligations
31.	Grievance and Dispute Resolution
32.	Variations to Award and No Further Claims
33.	Anti-Discrimination
34.	Salary Packaging
35.	Lactation Breaks
36.	Area, Incidence and Duration

Schedule 1 - ICAC Officer Classification Salary Rates
Schedule 2 - Allowance Rates
Schedule 3 - Casual Employees Entitlements

1. Title of Award

This Award will be known as the Independent Commission Against Corruption Award 2015.

2. Dictionary of Terms

Commission - the Independent Commission Against Corruption

ICAC - the Independent Commission Against Corruption

PSA - the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

Executive - the ICAC's statutory officers and Executive Directors

Commissioner - the Commissioner of the ICAC

3. Aims of the Award

The Commission is a statutory body set up under the Independent Commission Against Corruption Act 1988 to expose and minimise corruption in the NSW public sector. This Award documents the conditions of employment and the rights and obligations of management and staff that will help to achieve this objective.

This Award was negotiated by the ICAC Award Negotiation Committee comprised three staff, a Public Service Association industrial officer and three management representatives. Staff were consulted throughout the development of the Award and have agreed to this Award.

The Award aims to achieve the following outcomes:

- to improve the efficiency and productivity of the ICAC
- to enhance our culture of consultation
- to provide equitable remuneration and conditions of employment
- to provide information on conditions of employment in plain English
- to improve the development and utilisation of staff

We are committed to certain fundamental values in all our interactions with public sector agencies, other organisations, individuals and our staff. We will:

- advance the public interest at all times
- always act ethically and with integrity
- be fair, impartial and accountable in all our work
- strive for excellence in everything we do
- be tenacious and professional in pursuing our aim

respect each other and work collaboratively

preserve the ICAC's independence.

This Award rescinds and replaces all other industrial instruments except as referred to in this document.

4. Communication and Consultation

The Commission Consultative Group (CCG) is the formal mechanism for consultation and communication between staff and management on matters of policy and procedure.

Purpose - to improve performance through consultation leading to informed decision making.

Role - to consider issues of policy or procedure, with Commission-wide significance to staff, as referred by staff and management. Generally, the CCG provides a consultative forum for developing or reviewing policies, procedures, and/or recommendations as to final policy or procedure to the Commissioner or manager with delegated authority. Delegation to the CCG of decision-making power in suitable matters will also be an option for the Executive.

PSA representation - a PSA industrial staff representative.

Staff representation - there are five staff representatives, at least one of whom is a delegate of the PSA. Representatives are elected by secret ballot and are appointed for a period of two years.

The Executive representation - three Executive representatives are appointed by the Commissioner for a period of two years.

Operation - The CCG determines its own meeting procedure and charter of operation.

Other committees - The Access and Equity Committee, the Occupational Health and Safety Committee and the Classification Committee report to the Commissioner through the CCG. The CCG will ensure that these committees are appropriately structured and operate in accordance with relevant legislation, including that election procedures are appropriate, and that membership is balanced by gender and is representative of the staff.

5. ICAC Officer Classification and Salary Structure

- (1) The ICAC Officer classification Grades 1 - 8 have regard to the following principles:
 - (a) work of equal value attracts equal remuneration a structure reflecting a composite weighting of the markets from which the Commission recruits its employees
 - (b) a structure which supports improved performance.
- (2) The ICAC Officer salary rates appear in Schedule 1 of this Award.
- (3) The salary structure has regard for equivalent work value and salaries in the following markets:

NSW public sector (Administrative & Clerical and Legal), Police/Investigator (NSW, Federal, Australian Crime Commission)

Private sector (Information Technology)
- (4) The CCG will examine the ICAC Officer classification system in order to consider the benefits of reducing the number of grades and salary points, improve opportunities for progression to positions at higher grades through the introduction of "soft barriers" or other measures, and other changes suggested by the Executive or staff.

6. Basis of Employment

- (1) The employment of members of staff of the Commission is subject to s.104 of the Independent Commission Against Corruption Act 1988.
- (2) Members of staff of the Commission are appointed by the Commissioner and are taken to be employed by the Government of New South Wales in the service of the Crown but the Commissioner is, for the purposes of any proceedings relating to staff employed under s.104 held before a competent tribunal having jurisdiction to deal with such matters, taken to be the employer of the staff.
- (3) Persons employed under s.104 are appointed as a member of staff of the Commission at the discretion of the Commissioner and are subject to the control and direction of the Commissioner.
- (4) The basis of employment in the Commission is permanent (either full-time or part-time), that is, continuing employment subject to satisfactory work performance and conduct.
- (5) The Commission may engage employees other than permanent employees. These employees may be part-time, casual, fixed term or secondees and will be engaged when:
 - (a) additional skills, expertise or experience in the current workforce are required and the position will not be required on an ongoing basis.
 - (b) a position is vacant because an employee is on approved leave of absence.
- (6) It is the intention of the parties that the Commission's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Commission prior to the initiation of any external action. Appointment to a position at the ICAC will involve a six months probationary period or such period as the Commissioner directs. The probationary period applies to permanent employees and non permanent employees who are employed for periods of greater than six months.
- (7) Satisfactory performance encompasses, but is not limited to:
 - (a) satisfactory discharge of duties as incorporated in the individual performance agreement
 - (b) participation in corporate activities
 - (c) commitment to and participation in training and development opportunities.
- (8) Satisfactory conduct encompasses, but is not limited to:
 - (a) observing the law
 - (b) observing Commission policies and procedures
 - (c) observing ethical standards of behaviour as set out in the Commission's Code of Conduct.
- (9) Subject to section 104 of Independent Commission Against Corruption Act 1988, the Commission will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW employers.
- (10) Recruits may decide to be seconded to a permanent position or come to the Commission on Leave Without Pay from their substantive employer. Where a recruit decides to do this, the Commission requires a minimum period of employment of two years. Further extensions of no less than one year, provided performance and conduct are satisfactory, will be considered. Staff currently on secondment or leave without pay may apply to resign from their substantive employment and join the Commission as a permanent member of staff in their current job, provided performance and conduct are satisfactory and, where possible, three months' notice is given. This opportunity is not available to temporary employees.

- (11) A temporary employee may be directly appointed to a permanent position if the employee has filled that position for two years on a temporary basis and was initially recruited under merit selection.
- (12) Resignation - 4 weeks notice in writing is required unless the Commission agrees to a lesser period of notice.
- (13) Termination of employment - 4 weeks notice shall be given by staff; or in lieu of notice, the Commission may grant payment in lieu.
- (14) Casual employees shall receive leave entitlements as referred to in Schedule 3 of this Award.

7. Performance Management and Salary Increments

- (1) The aims of the Commission's performance management system are:
 - (a) to establish a climate of continuous improvement within the Commission
 - (b) to match individual staff performance objectives with Commission performance objectives and Corporate and Strategic Plans
 - (c) to provide a process that ensures honest communication between staff and supervisors about the work they do, how it is done and how performance is measured
 - (d) to ensure the identification of training and development needs are in line with requirements of the individual and the Commission.
- (2) The Commission's performance management system is based on an annual performance agreement between staff and their supervisor. The annual performance agreement sets out the agreed outcomes to be measured and how these outcomes will be measured (i.e. performance measures).
- (3) There are stages to be completed each year for the Commission's performance management system, which will occur at a common time for all employees, these stages are outlined in the Commission's policy on performance management.
- (4) Progression through the salary points in the ICAC Officer range is based on performance under the Commission's performance management system. The Annual Review, which occurs in June each year, includes an overall assessment of performance.
- (5) All staff have a common increment date of 1 July and their increment will be eligible for payment in the first full pay period commencing on or after 1 July each year, subject to satisfactory performance under the Commission's performance management system.
- (6) The minimum period of service required before consideration for an increment would be 4 months subject to completion of a Performance Agreement within 6 weeks of appointment or promotion.
- (7) Procedures for managing poor performance will include:
 - (a) the implementation of a 3 month performance improvement plan, with a further extension of 1 month if performance remains unsatisfactory.
 - (b) the deferral of an increment following unsatisfactory performance will create a new increment anniversary date for that year. If performance is maintained at a satisfactory level for at least a 4 month period, prior to the common increment date of 1 July, the staff member, similar to other staff, may be considered for an increment at that time. If the period of satisfactory performance and issuing of a new increment date is less than four months prior to the common increment date then the staff member will only receive an increment on their new increment date and will not be entitled to another increment at the common increment date. If performance is maintained at a satisfactory level, it will not be until the subsequent year that the common increment date will once again become applicable.

8. Training and Development

- (1) The Commission is committed to providing training and development activities that aim to increase the skills, knowledge and experience of staff. The activities provided include:
 - (a) job relevant training
 - (b) refresher courses
 - (c) new skills training
 - (d) participation in corporate activities
 - (e) opportunities to do work at a similar or higher grade within the Commission, or on secondment to other agencies
 - (f) transfer, promotion or secondment opportunities
 - (g) training where performance has been identified as inadequate
 - (h) other career development opportunities relevant to the work of the Commission.
- (2) The CCG will oversee the implementation of the Commission's Training and Development Policy, taking into account:
 - (a) the needs of all employees
 - (b) access is fair and in line with EEO principles
 - (c) corporate or Unit planning or training arising out of the Commission's performance management program
 - (d) the level of resources needed in implementing the program and the most effective way of using those resources.

9. Redundancy and Redeployment

Staff and management are covered by the provisions of the NSW Department of Premier and Cabinet's 'Managing Excess Employees' Policy and directions for redundancy and redeployment.

10. Conditions of Employment

- (1) The conditions of employment are set out in this Award and include compliance with the Commission's General Policies and Procedures. The Commission's General Policies and Procedures are to be read as amended and in force at the date under consideration. To the extent of any inconsistency between the Commission's General Policies and Procedures and the Award, the conditions of the Award shall prevail.
- (2) The ICAC's conditions of employment are based on NSW public service conditions at the date of the making of this Award. Changes in public service Awards and/or conditions of employment that occur after the making of this Award will be referred to the CCG for consideration and possible recommendation to the Commissioner. If it is decided they should apply, this Award will be varied in accordance with the Industrial Relations Act 1996.
- (3) In setting conditions of service for staff of the Commission regard will be given to the provisions of the current Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (4) If conditions of employment for staff of the Commission are not covered by this Award then the provisions of the current Crown Employees (Public Service Conditions of Employment) Reviewed

Award 2009 will be referred to. Any changes to conditions of service will be made in consultation with the CCG. Where they differ, for example in relation to Surveillance Officer conditions, they are defined in policy documents held at the ICAC.

- (5) Staff transferring to the Commission from other NSW public sector agencies may be able to transfer some of their existing entitlements to the Commission consistent with NSW public sector mobility provisions. However, the transfer of annual leave entitlements is restricted to a maximum of 5 days. This restriction of a maximum of 5 days of leave does not apply to the transfer of other types of leave entitlements to the Commission.

11. Hours of Employment - Flexible Working Hours Scheme (Fwh)

- (1) The Commission operates under a Flexible Working Hours Scheme as follows. This clause must be read in conjunction with the Commission's Flexible Working Hours Policy (Policy 31) as is in force at the relevant time. The provisions of this clause prevail to the extent of any inconsistency with the policy.
- (2) Purpose - to improve organisational performance and to provide the Executive and employees with flexibility in arranging working hours.
- (3) Principles - In order that staffing levels are sufficient to meet operational requirements, the Guarantee of Service and performance standards, management and staff are committed to ensuring that:
 - (a) decisions regarding working hours will be made taking into account the requirements of the particular Division, Section or team and the Commission
 - (b) decisions regarding working hours will be made between an employee and their direct supervisor based on consultation and negotiation
 - (c) supervisors will notify staff of the need to change hours as soon as practicable
 - (d) staff will give reasonable notice of request for flex leave.
- (4) The provisions of this clause shall apply to part time staff on a pro rata basis.
- (5) Surveillance Officers - Management recognises the need for greater flexibility in managing the flexible working hours' scheme for Surveillance officers and allows for variations in recognition of the employment situation of surveillance staff, which are referred to in the Flexible Working Hours policy.
- (6) Ordinary hours of work - 7 hours/day, 35 hours/week, Monday to Friday.
- (7) Commission's daily hours of business - 9 am to 5 pm.
- (8) Daily period in which work is to be performed (bandwidth) - 7.30 am to 7.00 pm. This period may be varied with the agreement of staff and their supervisor to meet Commission or staff needs. If the bandwidth is altered, flex is accrued after 7 hours work (excluding meal breaks) and overtime after 11.5 hours from the start of the altered bandwidth.
- (9) Minimum hours to be worked each day - 5 hours. Minimum hours may be varied temporarily by agreement of the staff member and their Executive Director in exceptional circumstances.
- (10) Maximum hours to be worked each day - 10, unless approved otherwise.
- (11) Meal break - Minimum of 30 minutes every 5 hours. Surveillance Officer meal breaks and the payment of meal allowances are defined in a policy document held at the ICAC.
- (12) Flex Period - 140 hours (4 weeks), which are the contract hours for a full time employee.
- (13) Maximum Flex Leave that can be taken in any financial year - 26 days (182 hours). This includes both flex and banked flex leave.

- (14) Carry over credit at end of Flex Period - up to 21 hours.
- (15) Carry over debit at end of Flex Period - up to 10 hours. Debits in excess of 10 hours must be offset by an application for Annual Leave.
- (16) Flex Leave (FL) and Banked Flex Leave (BFL) that can be taken in a Flex Period - 21 hours. Staff are expected to take Flex leave and or banked flex leave as either a half day (3.5 hours) or a full day (7 hours). Part time employees may take a pro rata amount equivalent to the hours worked on a specific day. Flex Leave may be taken at the beginning and/or end of a period of other leave.
- (17) Banked Flex Leave - Working hours in excess of the 21 hour carry over credit may be banked. The maximum hours to be banked is up to 21 hours. The minimum amount of banked flex leave that can be used is 3.5 hours. BFL may be taken in conjunction with Flex leave and at the beginning and/or end of a period of other leave.
- (18) Flex Record - Staff must maintain current and accurate records of their working hours on the Timekeeper system. Data from the Record will be analysed from time to time.
- (19) Where a staff member has accrued 8 weeks recreation leave (over 40 days), unless otherwise authorised by their Director, flex leave, including banked flex leave can only be taken in situations where at least one day of recreation leave has been applied for and approved within the flex period. If, however recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

12. Flexible Work Arrangements (FWA)

- (1) This Award aims to provide assistance to staff in balancing their personal and work commitments. This enables the Commission to be more flexible in the delivery of its services and to improve the satisfaction of staff. FWA will only be available with the agreement of management. All conditions of employment in this Award apply to part time staff on a pro-rata basis.
- (2) The following FWA are available:
 - (a) Permanent Part-time Employment - enables staff to permanently work hours which are less than the full-time weekly hours of their position.
 - (b) Part-time Leave Without Pay - enables staff to work on a part-time basis for a period of time, either by cutting hours in their current position or by doing other duties. At the end of the period they return to full-time work.
 - (c) Part Year Employment - enables staff to work for an agreed number of weeks per year, with an agreed number of unpaid weeks.
 - (d) Job Sharing - enables a job to be shared by two or more staff. They may be employed on a part-time basis or may be full-time employees taking part-time leave without pay.
 - (e) Working at home - Staff may work at home from time to time if it is an efficient and effective way of working and the outcomes to be achieved are agreed to by their supervisor. The documented security policies and procedures relating to this provision must be adhered to at all times.
- (3) A permanent member of staff originally employed on a full-time basis and currently working in a FWA has the right to return to full-time employment. In such a case they will be paid at their substantive salary level but may not be able return to the work carried out before entering the FWA in accordance with the ICAC Policy.

13. Annual Leave

- (1) Staff are entitled to 20 working days/140 hours of annual leave per year. Annual leave accrues at the rate of 1.67 working days/11.62 hours per month and may be taken in periods of not less than $\frac{1}{4}$ day. At least 10 days annual leave must be taken each financial year. To enable better planning of annual leave and flex and banked flex leave, and to ensure better availability of staff throughout the year, staff undertake to manage their annual leave to give the Commission maximum notice of their wishes. The Commission, will, wherever possible, meet the leave requirements of staff; however, the taking of annual leave is subject to Commission convenience.
- (2) An annual leave entitlement does not accrue during any periods of unpaid leave except for periods of sick leave without pay.
- (3) Staff annual leave balances at 30 June each year can accrue to a maximum of 40 working days/280 hours unless an approval to conserve annual leave has been granted by the relevant director. The taking of flex leave can be affected by annual leave balance in excess of 40 days. Refer to clause 11, Hours of Employment - Flexible Working Hours Scheme (FWH).

14. Concessional Leave and Easter Thursday

- (1) Concessional Leave: At Christmas, where the Premier grants concessional leave, the Commissioner may make a similar grant to Commission staff provided that adequate service to the public is maintained. Advice to staff on whether the leave is available, as well as the relevant conditions, will be provided at least two weeks prior to Christmas each year.
- (2) Easter Thursday: The Commissioner may grant access to an additional $\frac{1}{2}$ day flex leave on the afternoon of Easter Thursday in the flex period in which Easter Thursday falls, provided that adequate service to the public is maintained. In order to be able to take the additional $\frac{1}{2}$ day of flex leave the staff member must have enough flex time accrued during the flex period to ensure he/she does not go into debit of more than 10 hours at the end of the flex period.

15. Long Service Leave (Extended Leave)

- (1) The ICAC long service leave entitlements are:
 - (a) Long Service Leave (LSL) entitlement after 10 years service - 2 months (44 working days) on full pay and 11 working days for every year of service thereafter. LSL may be taken at half pay.
 - (b) LSL entitlement after 7 years service - staff with 7 years or more service will be entitled to take (or be paid out on resignation) LSL in the usual manner. The quantum of leave available is that which would have applied if pro rata leave was granted. No repayment will be required if a staff member does not reach 10 years service.
 - (c) LSL entitlement after 5 years service but less than 7 years service - If the ICAC terminates employment for reasons other than serious and intentional misconduct, or, staff leave on account of illness, incapacity or domestic or other pressing necessity, staff are entitled to 1 month's LSL for 5 years service plus a pro-rata rate for service of between 6 and 7 years.
 - (d) LSL on Double Pay - A staff member with an entitlement to LSL may elect to take leave at double pay. The additional payment will be made as a superable, taxable allowance for employees covered by the First State Superannuation Act 1992 and members of another complying fund of their choice. The double payment is not superable for members of the closed NSW Public Sector Superannuation Schemes, which are established by the Police Regulation (Superannuation) Act 1906, the State Authorities Non-Contributory Superannuation Act 1987, the State Authorities Superannuation Act 1987 and the Superannuation Act 1916.

The staff members leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance. Other leave entitlements, eg recreation leave, sick leave and LSL will accrue at the single time rate where a

staff member takes LSL at double time. Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at the single time rate. Where a staff member elects to take LSL at double pay, in most cases a minimum period of absence of one week should be taken, i.e. one week leave utilising two weeks of accrued leave.

- (2) Public holidays that fall whilst a staff member is on a period of LSL will be paid and not debited from a staff member's LSL entitlement. In respect of public holidays that fall during a period of double pay LSL a staff member will not be debited in respect of the leave on a public holiday. The staff member's leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.
- (3) Service for LSL purposes - The following service with public sector agencies may count for LSL purposes, depending on the agency:
 - (a) permanent and temporary work periods of employment with the ICAC under the Independent Commission Against Corruption Act 1988.
 - (b) continuous service with agencies under the Government Sector Employment Act 2013 and as defined by the Department of Finance and Services, NSW Industrial Relations Executive Director. This generally includes service with the NSW public sector, some agencies in the Commonwealth and other states. Where the break in service between a public sector agency and starting work with the ICAC is less than two months, this previous employment may be able to be recognised for LSL purposes providing that the offer of employment with the Commission was accepted with the Commission prior to resignation.

16. Family and Community Service Leave and Carer's Leave

- (1) Family and Community Service Leave (FACSL) - staff may be granted FACSL for reasons relating to unplanned and/or emergency situations associated with:
 - (a) their family responsibilities
 - (b) their performance of community service duties
 - (c) pressing necessity.
- (2) Such unplanned and emergency situations may include, but not be limited to, the following:-
 - (a) Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household including organising and attending to funeral arrangements;
 - (b) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - (e) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Commissioner considers the granting of family and community service leave to be appropriate in a particular case;
 - (f) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State;
 - (g) Absence during normal working hours to attend meetings, conferences or to perform other duties for staff members holding office in Local Government whose duties necessitate absence during

normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.

- (3) Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (4) FACS leave can be used for carer's responsibilities to care for an ill family member as defined below. In this situation, FACS leave does not need to be unplanned or an emergency however, FACS leave needs to be exhausted prior to carer's leave being accessed to care for an ill family member. Refer to carers leave for further explanation.
- (5) A family and relative of a staff member for these purposes is:
 - (a) Your child
 - (b) The child of your current or former husband, wife, de facto opposite or same sex partner
 - (c) Any adult who you are the legal guardian of
 - (d) Any 'immediate family member'. This means any of the following:
 - (i) Your current or former husband, wife, de facto opposite or same sex partner,
 - (ii) Your grandchild or the grandchild of your current or former husband, wife, de facto opposite or same sex partner,
 - (iii) Your parent or the parent of your current or former husband, wife, de facto opposite or same sex partner,
 - (iv) Your grandparent or the grandparent of your current or former husband, wife, de facto opposite or same sex partner,
 - (v) Your brother or sister or the brother or sister of your current or former husband, wife, de facto opposite or same sex partner.
- (6) Family and community service leave shall accrue as follows:
 - (a) 2-1/2 days in the staff member's first year of service;
 - (b) 2-1/2 days in the staff member's second year of service; and
 - (c) 1 day per year thereafter.
- (7) Part time staff will accrue at a pro-rata amount.
- (8) Where FACSL is exhausted, two additional working days FACSL may be granted on a discrete per occasion basis on the death of a person defined above.
- (9) Carer's Leave (CL) - Where FACSL is exhausted, unused sick leave may be granted to staff responsible for the care of an ill family member using the above definition of family member.
- (10) The sick leave that can be accessed is:
 - (a) unused sick leave from the previous 3 years.
 - (b) access to additional sick leave accumulated from eligible service may be granted in special cases.
- (11) When applying for CL staff must supply:

- (a) a medical certificate or Statutory Declaration for periods greater than 2 consecutive working days.
 - (b) details of the name of the person being cared for, their relationship with that person, the reason for that period of leave.
 - (c) the exact nature of the illness does not need to be disclosed.
- (12) The use of CL will be managed in the same way as sick leave, with evidence and medical certificates being required when applying for carers leave for takings in excess of two consecutive days.
- (13) Where FACSL and CL are exhausted, time off in lieu of overtime or travelling compensation or flex time, annual, LSL and leave without pay may be granted.

17. Holy Days and Essential Religious Duties

- (1) Staff of any religious faith who need leave for the purpose of observing holy days of that faith may be granted available paid or unpaid leave provided that adequate notice is given.
- (2) Staff of any religious faith who need time off during daily working hours to attend to essential religious duties of that faith may use the provisions of the Flexible Working Hours Scheme.

18. Leave Without Pay

- (1) Staff may be granted periods of leave without pay in excess of 2 months after 2 years employment with the Commission. The maximum period that may be granted in this case is 12 months. Staff taking 12 months LWOP must return to work for the Commission for a minimum of 2 years before further LWOP is granted.
- (2) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (3) No paid leave shall be granted during a period of leave without pay.

19. Military Leave

- (1) Staff who are volunteer, part-time members of the Defence Forces may be granted military leave on full pay to attend training, education, instruction and compulsory parades. The grant each financial year is:
- (a) Navy Reserve - up to 24 calendar days
 - (b) Army Reserve - up to 24 calendar days
 - (c) Air Force Reserve - up to 28 calendar days
- (2) The Commissioner may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- (3) A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified may be granted Military Leave Top up Pay by the Commissioner. Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.

- (4) During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.

20. Parental Leave

- (1) Parental leave includes maternity, adoption and "other parent" leave.
- (2) Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
- (a) For a period up to 9 weeks prior to the expected date of birth; and
 - (b) For a further period of up to 12 months after the actual date of birth.
 - (c) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (3) Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
- (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.
 - (c) Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- (4) Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- (a) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph (a) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (5) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- (a) Applied for parental leave within the time and in the manner determined set out in subclause (10) of this clause; and
 - (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (i) in advance as a lump sum; or
 - (ii) fortnightly as normal; or

- (iii) fortnightly at half pay; or
 - (iv) a combination of full-pay and half pay.
- (6) Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a full time position who is on part time leave without pay when they start parental leave is paid:
 - (a) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - (b) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - (c) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- (7) A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
 - (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (b) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - (c) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (8) Except as provided in subclauses (5), (6) and (7) of this clause parental leave shall be granted without pay.
- (9) Right to request
 - (a) A staff member who has been granted parental leave in accordance with subclause (2), (3) or (4) of this clause may make a request to the Commissioner to:
 - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the staff member in reconciling work and parental responsibilities.
 - (b) The Commissioner shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Commissioner's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (10) Notification Requirements
 - (a) When the Commission is made aware that a staff member or their spouse is pregnant, or is adopting a child, the Commission must inform the staff member of their entitlements and their obligations under the award.

- (b) A staff member who wishes to take parental leave must notify the Commission in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (i) that she/he intends to take parental leave, and
 - (ii) the expected date of birth or the expected date of placement, and
 - (iii) if she/he is likely to make a request under subclause (9) of this clause.
 - (c) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
 - (i) the date on which the parental leave is intended to start, and
 - (ii) the period of leave to be taken.
 - (d) Staff member's request and the Commissioner's decision to be in writing

The staff member's request under paragraph (9)(a) and the Commissioner's decision made under paragraph (9)(b) must be recorded in writing.
 - (e) A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Commission in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Commissioner agrees.
 - (f) A staff member on maternity leave is to notify the Commission of the date on which she gave birth as soon as she can conveniently do so.
 - (g) A staff member must notify the Commission as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
 - (h) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commission and any number of times with the consent of the Commission. In each case she/he must give the Commission at least 14 days notice of the change unless the Commissioner decides otherwise.
- (11) A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause (9) of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- (12) If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (13) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- (14) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Commission) must be given.
- (15) A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her

- nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- (16) A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- (17) A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - (b) the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - (c) when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- (18) If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commission, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- (19) If such adjustments cannot reasonably be made, the Commissioner must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- (20) Communication during parental leave
- (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Commission shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
 - (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
 - (b) The staff member shall take reasonable steps to inform the Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
 - (c) The staff member shall also notify the Commissioner of changes of address or other contact details which might affect the Commission's capacity to comply with paragraph (a) of this subclause.

21. Public Holidays

The provisions of the Public Holidays Act 2010 apply and provide for the following public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Christmas Day, Boxing Day or such other public holidays that are proclaimed. The August Bank Holiday is replaced by the Public Service Holiday, to be taken on a day determined by the Commissioner between Christmas Day and New Year's Day.

22. Sick Leave

- (1) Staff members at the time of the Award variation will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
 - (a) At the commencement of employment with the Public Sector, a full time staff member is granted an accrual of 5 days sick leave providing this does not exceed the amount that would normally accrue over their period of employment. This also applies to temporary employees.
 - (b) After the first four months of employment, a full time staff member shall accrue sick leave on a daily basis at the rate of 1.25 working days per month for the balance of the first year of service.
 - (c) After the first year of service, the staff member shall accrue sick leave on a daily basis at the rate of 15 working days per year of service.
- (2) Payment during the initial 3 months of employment with the Commission - Paid sick leave which may be granted to a staff member, in the first 3 months of employment shall be limited to 5 days paid sick leave, unless the Executive Director approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of employment shall be supported by a satisfactory medical certificate.
- (3) Paid sick leave shall not be granted during a period of unpaid leave.
- (4) Any leave not taken is accumulated. Once sick leave with pay is exhausted, sick leave without pay may be granted.
- (5) Medical certificates must be provided for periods of sick leave in excess of 2 consecutive working days, taken on a strike day, consecutively with a public holiday and any time after giving notice of resignation or termination. If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Executive Director will advise them in advance.
- (6) A staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness/medical certificate to their Manager. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to their manager for each occasion absent for the balance of the calendar year.
- (7) As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness/medical certificate that only covers the latter part of the absence, they can be granted sick leave for the whole period if the manager is satisfied that the reason for the absence is genuine.
- (8) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or by the Human Resources Section.
- (9) If a staff member who is absent on recreation leave and/or extended leave, furnishes to their manager a satisfactory medical certificate in respect of an illness of five or more than five working days in duration, which occurred during the period of leave, their manager may, subject to the provisions of this clause, grant sick leave to the staff member.
- (10) Normal sick leave conditions, such as the requirement to furnish medical certificates pertain to sick leave without pay. Sick leave without pay will count as service for the accrual of paid sick leave and recreation leave otherwise it is treated similar to LWOP.

23. Special Leave

- (1) Special leave is paid leave, which applies to activities regarded as for Commission purposes and which are not covered by other forms of leave. Examples of when special leave may be granted are:

- (a) for jury service, subject to the provision of a certificate of attendance,
- (b) where staff are subpoenaed or called as a witness by the State, Territory or Commonwealth,
- (c) some trade union activities with the prior approval of the Commissioner,
- (d) other instances determined by the Commissioner.

24. Study Time and Examination Leave

- (1) The Commission encourages staff to undertake further study to enhance their skills and provides assistance in the form of study time and examination leave for approved part-time courses of study. An approved course is one that develops or enhances a staff member's skills and assists them to carry out their duties in the Commission.
- (2) Study Time - Is available for: attendance at lectures, tutorials, residential schools, field days etc, where these are held during working hours; necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and private study.
- (3) 30 minutes study time is granted for each hour of lecture and/or tutorial attendance, up to a maximum of four hours per week (inclusive of travel time). The grant is the same for correspondence courses for which time granted will be calculated on the basis of the equivalent face-to-face course.
- (4) Block periods of study time may be granted for the research and thesis component of higher degrees, qualifying studies for admission to higher degrees, or honours studies on the following basis:
 - (a) where a course at any level involves a thesis or major project as well as course work, the usual study time would be granted for the course work, and ten days study time for the thesis/major project component;
 - (b) for qualifying studies entirely by thesis the grant is 10 days;
 - (c) for masters degree studies by research and thesis only, the total grant is:
 - (i) 25 days for courses of 2 years minimum duration;
 - (ii) 35 days for courses of 3 years minimum duration.
 - (d) for doctoral studies, the total grant for the full duration of the course is 45 days.
- (5) Examination Leave - Up to 5 days per year is available for the time actually involved in attending an examination as well as necessary travelling time during working hours. It is not available where an examination is conducted within normal class timetables during the term/semester and study time has already been granted.

25. Travelling Time Compensation

- (1) Staff, except Surveillance Operatives, who undertake approved travel to a location other than the Commission's head office to perform their work, may be compensated for the travelling time involved if it is additional to their normal travel time to and/or from head office:
 - (a) Travel during bandwidth: is regarded as normal working hours, less normal travelling time.
 - (b) Travel outside bandwidth: is paid at the normal hourly rate, less normal travelling time.
 - (c) Waiting time: will be paid, less one hour, unless overnight accommodation is involved.
- (2) Periods of travelling time of less than 15 minutes; where sleeping facilities are provided; and where staff stop travelling for meal breaks, are not eligible for compensation.

- (3) At the Executive Director's discretion, a staff member may be compensated for such time either by:
- (a) Payment calculated at staff's current rate of pay with a maximum rate of the 1st Year Rate of ICAC Officer Grade 3; or
 - (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- (4) Time in Lieu is Calculated at the Same Rate as Payment.

26. Overtime

- (1) ICAC Officers Grade 1-6 - who are directed to work outside of the Flex Bandwidth shall be paid overtime at the rate of:
- (a) Monday to Saturday
 - 150% (time and a half) for the first 2 hours and
 - 200% every hour thereafter.
 - (b) Sunday
 - 200% (double time)
 - (c) Public Holidays
 - (i) Monday to Friday:
 - 250% (double time and a half - includes normal salary rate) during bandwidth
 - 250% (double time and a half) after bandwidth
 - (ii) Saturday and Sunday:
 - 250% (double time and a half)
- (2) Overtime is paid at staff's current rate of pay up to a maximum rate of Grade 5, Level 5. A minimum of 3 hours payment will be paid for overtime worked on weekends and public holidays or when staff are called back to duty. Time in lieu may be granted instead of payment. Time in lieu is calculated at the same rate as payment.
- (3) A Meal Allowance may be paid when an expense is actually incurred in obtaining a meal and staff ceased work for at least 30 minutes before or during the period of overtime (meal breaks during overtime are not to be counted as overtime). The Meal Allowances rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of overtime meal allowances.
- (a) Breakfast, when required to start work at or before 6 am
 - (b) Lunch, on any Saturday, Sunday or Public Holiday when required to start before or at 8.30 am and until 1.30 pm or later; or, at or after 8.30 am and until 2 pm or later
 - (c) Dinner, when required to work beyond 7.30 pm.
- (4) ICAC Officers Grade 7-8 - are not entitled to the payment of overtime. However, where, in the opinion of the staff member's manager, ICAC Officers Grade 7-8 work excessive additional hours, their manager

may approve compensation of not more than 7 hours leave in lieu to be taken within three months of the leave being granted.

- (5) Investigations Staff Overtime Allowance - Investigators, Financial Investigators, Senior Investigators, Special Investigators (Financial and also Technical), Technical Operative, Surveillance Operatives and Surveillance Team Leader are paid an Overtime Allowance in lieu of overtime payments for overtime worked on weekdays. Overtime will be paid as per this clause for work on weekends and public holidays (including those which fall on weekdays). The allowance forms part of overall remuneration and is:
- (a) Investigators/Financial Investigators/Surveillance Operatives 9.1%
 - (b) Senior Investigators/Special Financial/Technical Investigators/Surveillance Team Leader 8.7%

27. Performing Higher Duties

- (1) Where staff are directed to perform the duties of a higher grade position, in addition to the experience gained performing those duties, an allowance will be paid in the circumstances described here.
- (2) The allowance will be calculated by the difference between staff member's current salary and the nearest salary point of the ICAC Officer Grade of the position being acted in. Payment of the allowance will be as follows:
- (a) 10 working days or less - No payment
 - (b) 11 or more working days - 100% difference for the full period, except if the staff member does not undertake all the duties and responsibilities of the higher position, a percentage of the difference is paid as agreed between the staff member and his/her manager.

28. Allowances and Loadings

- (1) Annual Leave Loading (ALL)
- (a) Each year, in the first pay period in December, staff will be eligible to be paid an ALL of 17.5% of the monetary value of up to four weeks Annual Leave accrued in the prior period of 1 December to 30 November. New staff will be paid a pro-rata allowance based on Annual Leave accrued from their entry on duty to 30 November.
 - (b) The maximum rate at which ALL is calculated is the 5th Year rate of ICAC Officer Grade 7. ALL is not paid on resignation or dismissal but is paid on retirement and redundancy.
- (2) Associate's Allowance
- Staff trained to be Associates will receive the allowance referred to in Schedule 2 of this Award. The allowance will be paid fortnightly to Associates for recognition of annual training and being available to work as an Associate. A daily sitting fee will also be paid for each day of hearings. The allowance will be increased in line with the salary increases prescribed in this Award.
- (3) Community Language Allowance
- Staff appointed as language aides under the Community Language Allowance Scheme (CLAS) will be paid the allowance referred to in Schedule 2 of this Award. An annual review of whether the payment of the allowance is still applicable will occur on the anniversary of receiving the allowance. The allowance will be increased in line with the salary increases prescribed in this Award.
- (4) First Aid Allowance
- (a) Staff appointed as First Aid Officers will be paid the allowances appearing in Schedule 2 of this Award. These allowances will increase in line with the salary increases prescribed in this Award.

The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds one week.

- (b) When the First Aid Officer is absent on leave for more than one week and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff members shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

(5) Incidents Allowance

A 12.2% Incidents Allowance is payable to Surveillance Officers and Surveillance Team Leader in compensation for change of shift; alteration of bandwidth; shift allowance; on-call allowance for days rostered off; and, on-call allowance for days rostered days on.

(6) Travel Allowances - Accommodation, Meals and Incidentals

- (a) The parties agree that the arrangements for travel and meal allowances provided in this clause are to apply to ICAC staff only and do not constitute a precedent for any other department or agency.

- (b) Staff who undertake approved travel to perform their work are entitled to payment of a Travel Allowance to cover costs of accommodation, meals and incidentals, where such expenses are reasonably and necessarily incurred. The Allowance rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of these allowances. The Commission, rather than the staff member, will book and pay for the accommodation in lieu of paying an allowance to the staff member unless it is not conducive to the conduct of a particular investigation.

- (c) When it is necessary for a staff member to make his/her own arrangements for accommodation, where practicable, he/she shall obtain prior approval for such arrangements and the Commission may elect to pay the provider directly. Surveillance Operatives are exempt from this rule and would have their own policy.

- (d) Travel involving an overnight stay when accommodation is provided free of charge, a daily allowance for incidentals as set by the Australian Taxation Office will be paid.

- (e) For travel involving no overnight stay no meal allowance will be paid. Surveillance Operatives are excluded from this clause and have their own policy regarding the payment of meal allowances for one day journeys. If an exception is made by the Commissioner or his/her delegate due to operational considerations, then meals only may be paid at the rate set from time to time by the Australian Taxation Office.

- (i) Breakfast, when required to commence travel at or before 6.00 am

- (ii) Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the Commission's office at the time of taking the normal lunch break

- (iii) Dinner, when required to travel after 7.30 pm.

- (f) Overseas Travel will be at the rate specified from time to time by the Australian Taxation Office as the reasonable limit.

(7) Motor Car allowances

- (a) Where ICAC motor cars are not available, there is no convenient public transport and a car is necessary, approval may be given to staff to use their own motor car for official business. The allowance rates are determined by the Department of Premier and Cabinet. Current allowances appear in Schedule 2 of this Award.

- (b) Where other transport is available but staff elect and the ICAC authorises, staff may use their own car. The specified journey rate applies up to the cost of the public transport alternative.

29. Investigators, Surveillance Officers and Technical Services Officers

- (1) An investigator, financial investigator, senior investigator, special investigator (financial), education, training and project officer, special investigator (technical), surveillance operative, the surveillance team leader and the technical operative employed by the ICAC at the time of making this award shall retain all entitlements under the award.
- (2) The parties agree to consider the role and work of investigators, financial investigators, senior investigators, special investigators (financial) special investigator (technical), surveillance operatives, the surveillance team leader and technical operatives and the manner of their remuneration.

30. Secure Employment Test Case - Whs Obligations

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

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedures of this Award.

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

31. Grievance and Dispute Resolution

- (1) These procedures are separate to the ICAC Grievance Policy for matters not related to this Award.
- (2) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (3) A staff member or persons engaged under clause 30 may notify verbally or in writing their immediate supervisor, manager, grievance officer or union, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (4) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty, within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate manager, the staff member or persons engaged under clause 30 may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Commissioner.
- (6) If the matter remains unresolved, the Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (7) A staff member, at any stage, may request to be represented by their union.
- (8) The staff member, or persons engaged under clause 30 or the union on their behalf, or the Commission may refer the matter to the New South Wales Industrial Relations Commission or another appropriate external agency if the matter is unresolved following the use of these procedures.
- (9) The staff member, union, and the Independent Commission Against Corruption shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

32. Variations to Award and No Further Claims

- (1) This Award may be varied as provided for in the Award and the provisions of the Industrial Relations Act 1996.
- (2) 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 June 2016 by a party to this Award.

33. Anti-Discrimination

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

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

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

34. Salary Packaging

The Commission supports the provision of salary packaging for non-SES staff. The range of items and the terms of salary packaging is in accordance with the Department of Premier and Cabinet's Guidelines and are set out in the ICAC Salary Sacrificing Info page located on the ICAC's Intranet.

35. Lactation Breaks

- (1) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (2) A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (3) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (4) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- (5) The Commission shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

- (6) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (7) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (8) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 22, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 11, Hours of Employment - Flexible Working Hours Scheme (FWH) of this award, where applicable.

36. Area, Incidence and Duration

- (a) This Award applies to all employees permanently, casually or temporarily employed under the ICAC Act. The Award does not apply to the ICAC Executive.
- (b) This award rescinds and replaces the Independent Commission Against Corruption Award published 14 September 2012 (374 I.G. 1017), as varied.
- (c) This award shall commence on 1 July 2015 and has a nominal expiry date of 30 June 2016.

SCHEDULE 1 - ICAC OFFICER CLASSIFICATION SALARY RATES

ICAC GRADE		FFPP 1.7.15 Per annum \$
1A	1st year	50,390
	2nd year	51,498
	3rd year	53,273
	4th year	54,609
	5th year	55,939
1B	1st year	56,829
	2nd year	58,377
	3rd year	60,154
	4th year	61,709
	5th year	63,265
1C	1st year	63,041
	2nd year	64,594
	3rd year	66,370
	4th year	67,923
	5th year	70,142
2	1st year	71,477
	2nd year	73,031
	3rd year	75,028
	4th year	77,467
	5th year	79,248

3	1st year	81,465
	2nd year	83,684
	3rd year	85,461
	4th year	88,123
	5th year	90,344
4	1st year	92,342
	2nd year	94,562
	3rd year	97,451
	4th year	100,112
	5th year	102,780
5	1st year	104,769
	2nd year	107,212
	3rd year	110,322
	4th year	113,873
	5th year	116,538
6	1st year	117,203
	2nd year	120,752
	3rd year	123,201
	4th year	126,305
	5th year	130,304
7	1st year	128,527
	2nd year	130,521
	3rd year	132,743
	4th year	134,740
	5th year	139,845
8	1st year	136,962
	2nd year	140,734
	3rd year	144,285
	4th year	147,835
	5th year	151,606

SCHEDULE 2 - ALLOWANCE RATES

(1) Associate's Allowance, Community Language Allowance Scheme and First Aid Allowance

Allowance	FPP 1.7.15 \$
Associate's Allowance subclause 28(2)	
- Total allowance payable in 12 month financial period not to exceed	6,035 pa
- 50% allowance payable to approved staff members on basis of training and availability	3,018 pa
- Daily Rate	75.45 pd
Community Language Allowance Scheme subclause 28(3)	1,312 pa
Alarm Allowance	4,111 pa
First Aid Allowance (Senior)	1,269 pa
First Aid Officer Allowance subclause 28(4)	845 pa

(2) Overtime Meal Allowances - subclause 26(3)

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(3) Travel Allowances - subclause 28(6)

(a) Involving an overnight stay

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(b) Travel of at least 100 kms from head office and involving no overnight stay and approved for reasons relating to operational necessity.

Meals only may be paid at the rate set by the ATO from time to time and as adopted by the ICAC, provided that if there is no set rate, then payment of actuals as per the current policy will be made.

(4) Motor Car Allowances - subclause 28(7)

(a) Official business rate set in line with ATO rates and in future, will vary in line with ATO rates. Engine capacity:

2601 cc and over	75 cpk
1601 to 2600 cc	74 cpk
1600 cc or less	63 cpk

(b) Specified journey rate will be 40% of official business rate. Engine capacity:

2601 cc and over	30 cpk
1601 to 2600 cc	29.6 cpk
1600 cc or less	25.2 cpk

(5) Casual Employees: Persons employed on a casual basis will receive:

(a) Loadings of

(i) 15% for Mondays to Fridays

(ii) 50% for Saturdays

(iii) 75% for Sundays

(iv) 150% for Public Holidays

(b) An additional payment of 1/12th in lieu of annual leave

(c) Minimum period of engagement of 3 hours

(d) Maximum period of engagement of 9 hours (excluding meal breaks) without the payment of overtime

(e) Overtime is paid at the overtime rates set out in clause 26 and based on the ordinary hourly rate plus 15% loading.

SCHEDULE 3 - CASUAL EMPLOYEES' ENTITLEMENTS

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

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

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

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

(2) Personal Carers entitlement for casual employees

(a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (3) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).

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

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

(d) The casual employee shall, if required,

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

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

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

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

- (a) a spouse of the staff member; or
- (b) a defacto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or

- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or of defacto spouse of the staff member; or
- (d) a same sex partner who lives with the staff member as the defacto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

(4) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (b) The Commissioner and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

M. J. WALTON J , *President*

LANDCOM AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 308 of 2015)

Before The Honourable Justice Walton, President

19 June 2015

AWARD

1. Arrangement

Clause No.	Subject Matter
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2.	Title
3.	Area, Incidence and Duration
4.	Parties and Coverage
5.	Definitions
6.	Local Arrangements
7.	Dispute resolution
8.	Consultation
9.	Salaries
10.	Classifications
11.	No extra claims
12.	Hours of work
13.	Agreed Absences
14.	Standard Hours
15.	Part Time Staff Members
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17.	Casual Employment
18.	Recruitment and selection
19.	Job evaluation
20.	Salary Sacrifice and Packaging
21.	Payment of Expenses
22.	Higher Duties Allowance
23.	Allowances - General
24.	Excess Travelling Time
25.	Meal Allowances
26.	Use of Private Motor Vehicles
27.	Overseas travel
28.	First Aid Allowance
29.	Weekend And Public Holiday Allowance
30.	Uniforms, Protective Clothing and their Maintenance
31.	Compensation for Damage to or Loss of Private Property
32.	Overtime
33.	Rates for payment of Overtime
34.	Rest Periods
35.	Meal Breaks
36.	Compensation for directed overtime
37.	Provision of Transport
38.	Leave
39.	Annual Leave

40. Sick Leave
41. Sick Leave - Workers' Compensation
42. Sick Leave - Other Than Workers' Compensation
43. Sick Leave - Requirements for Medical Certificate
44. Sick leave to Care for a Family Member
45. Maternity Leave
46. Parental Leave
47. Adoption Leave
48. Family and Community Service Leave
49. Observance of Essential Religious or Cultural Obligations
50. Long service Leave
51. Leave Without Pay
52. Military Leave
53. Special Leave
54. Leave for Matters Arising from Domestic Violence
55. Staff Development, Training Activities and Study Assistance
56. Exchanges
57. Relocation Package
58. Termination of Employment
59. Working from Home
60. Private Employment
61. Management of Displaced Staff Members
62. Child Care Arrangements
63. Performance management
64. Unsatisfactory Performance or Misconduct
65. Anti-Discrimination
66. Association Activities
67. Access to Facilities
68. Right of Entry
69. Industrial Action
70. Technological Change
71. Association Deductions
72. Public Holidays
73. Community Language Allowance.
74. Flexible Work Practices
75. Secure Employment
76. Work Health and Safety
77. Lactation Breaks
78. Monetary Rates Table

APPENDIX A

APPENDIX B - SALARY SCHEDULE

2. Title

This award shall be known as the Landcom Award 2015.

3. Area, Incidence and Duration

- (1) This award shall apply to all staff members employed by Landcom in accordance with the Act and replaces in full the following:
 - (a) Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009,
 - (b) Crown Employees (Public Sector Salaries 2015) Award

- (c) Crown Employees (Planning Officers) Award 2008
 - (d) Crown Employees (Senior Officers Salaries) Award 2012
 - (e) Landcom (Conditions of Employment 2004) Award
 - (f) Landcom (Salaries 2004) Award
 - (g) Any other award, agreement or determination that affected Landcom as a Division of the Department Planning within the NSW Public Service.
- (2) Where there may be inconsistencies between this award and conditions of employment affecting staff of Landcom in previous, or other otherwise applicable, awards or agreements, the arrangements in this award shall prevail.
 - (3) This award rescinds and replaces the Landcom Award 2010 published 24 September 2010 (370 I.G. 491), as varied, and shall take effect from 1 July 2015 and shall remain in force until 30 June 2016.
 - (4) This award complies with Section 19 of the Industrial Relations Act 1996.

4. Parties and Coverage

- (1) The parties to this award are Landcom and the Public Service Association and Professional Officer's Association Amalgamated Union of New South Wales.
- (2) The provisions of this award shall apply to staff members employed by Landcom.
- (3) The provisions of this award shall not apply to senior managers above Level 8 salary point 23, employed on written contracts of employment, other than clauses 38 to 53 inclusive, which deal with various leave entitlements.

5. Definitions

"Act" means the Landcom Corporation Act 2001.

"Agreement" means an agreement as defined in the Industrial Relations Act 1996.

"Approved Course" means a course that is relevant to the employment of the staff member and one that has been approved by the Chief Executive Officer.

"Association" means the Public Service Association and the Professional Officer's Association Amalgamated Union of New South Wales (PSA).

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

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

"At the convenience of" means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

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

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

"Corporation" means Landcom as established by the Act.

"Chief Executive Officer" means the Managing Director of Landcom or a person authorised by the Managing Director.

"Daily Spread of Hours" means a 12 hour daily spread of hours for working the 35 hour week, which will normally fall between 7.00 am and 7.00 pm.

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

"Exchange" means an arrangement agreed to by the Chief Executive Officer, the staff member and a public service department, a public sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of exchange.

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

"Full pay" or "half pay" or "double pay" means the staff member's ordinary rate of pay or half the ordinary rate of pay or double the ordinary rate of pay respectively.

"Full-time position" means a position that is occupied, or if not for being vacant, would be occupied, by a full-time staff member.

"Headquarters" means the centre to which a staff member is attached or from which a staff member is required to operate on a long-term basis.

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

"Local holiday" means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.

"Long service leave" means long service (previously "extended") leave to which a staff member is entitled under the provisions of this award.

"Normal work", for the purposes of clause 7 Dispute Resolution of this award, means the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

"Official overseas travel" means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.

"On duty" means the time required to be worked for the Corporation.

"Overtime" means all time worked outside the Daily Spread of Hours applicable to a staff member working pursuant to the provisions of clause 12 Hours of Work, whether before or after the commencing and finishing times of the Daily Spread of Hours, at the direction of the Chief Executive Officer. "Overtime" also means all time worked outside the set hours of work applicable to a staff member working pursuant to the provisions of clause 14 Standard Hours, whether before or after the commencing and finishing times of the set hours, at the direction of the Chief Executive Officer.

"Part-time entitlement", unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time work arrangement.

"Part-time hours" means the hours that are less than the 35 hours per week that constitute full-time work under this award.

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

"Part-time staff member" means a staff member whose ordinary hours of duty are specified as part-time and whose weekly hours of work are less than the 35 hours per week required of full-time staff members.

"Public holiday" means a bank or public holiday under the Banks and Bank Holidays Act 1912, but does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

"Recall to duty" means those occasions when a staff member is directed to return to duty outside the staff member's Daily Spread of Hours in the case of a staff member working pursuant to the provisions of clause 12 Hours of Work, or outside the staff member's set hours in the case of a staff member working pursuant to the provisions of clause 14 Standard Hours.

"Residence", in relation to a staff member, means the ordinary and permanent place of abode of the staff member.

"Short leave" means the leave which was available to be granted to staff members in the case of pressing necessity that was replaced by the family and community service leave from 20 September 1994.

"Staff member" means an employee, including a casual, temporary or term employee, of Landcom and, unless otherwise specified in this award, includes both full-time and part-time staff members.

"Standby" means an instruction given by the Chief Executive Officer to a staff member to be available for immediate contact in case of a recall to duty.

"Study leave" means the justification for courses at any level or for study tours during which financial assistance may be approved by the Chief Executive Officer.

"Study time" means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course, generally to a maximum of four hours per week during semester or term period.

"Supervisor" means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Chief Executive Officer to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

"Temporary work location" means the place at or from which a staff member temporarily performs Landcom work if required to work away from headquarters.

"Use of private motor vehicle casual rate" means the appropriate rate payable in respect of a motor vehicle maintained by the staff member for private purposes but which the staff member may elect to use with the approval of the Chief Executive Officer for occasional travel on official business, subject to the allowance paid for such travel not exceeding the cost of travel by public or other available transport.

"Use of private motor vehicle official business rate" means the appropriate rate of allowance payable for the use of a private motor vehicle where no other transport is available and such use is directed by the Chief Executive Officer and agreed to by the staff member or where the staff member is unable to use other transport due to a disability.

"Workplace" means the whole of Landcom or, as the case may be, a branch or section of the Corporation in which the staff member is employed.

"Workplace management" means the Chief Executive Officer or any other person authorised by the Chief Executive Officer to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of Landcom or part of the Corporation.

6. Local Arrangements

- (1) Local arrangements may be negotiated between the Chief Executive Officer and the Association in respect of the whole, or part(s), of Landcom.
- (2) All local arrangements negotiated between the Chief Executive Officer and the Association shall be contained in a formal document such as, but not limited to, a co-lateral agreement, exchange of letters, or a memorandum of understanding.

7. Dispute Resolution

- (1) Subject to the provisions of the Industrial Relations Act 1996, all grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within Landcom, if required.
- (2) A staff member is required to notify, preferably in writing, their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (3) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, the Chief Executive Officer or delegate.
- (4) The immediate supervisor or other appropriate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate supervisor or manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the appropriate General Manager or their nominated representative.
- (6) If the matter remains unresolved, the General Manager or their nominated representative shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (7) A staff member may, at any stage of these procedures, request to be represented by the Association and Landcom will agree to such request.
- (8) Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The staff member, Association and Landcom shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

Whilst the procedures outlined in subclauses (1) to (8) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Landcom staff member or member of the public.

For the purposes of this clause, a "General Manager" is a Landcom manager reporting directly to the Chief Executive Officer.

8. Consultation

- (1) There shall be effective means of consultation on matters of mutual interest and concern, both formal and informal, between Landcom management and the Association.

- (2) The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of this Award. The Consultative Working Party shall consist of both Landcom and Association representatives, to be nominated by the respective parties, to the following maximum numbers:

Landcom representatives	3
Association representatives	3

Either party may have additional representatives attend on their behalf following reasonable notice being given to the other party of such a requirement.

- (3) The Consultative Working Party shall meet within one month of the making of this Award and thereafter every three months, or as otherwise agreed between the parties.
- (4) The Consultative Working Party may form Working Groups to examine specific issues for report back to the Working Party.

9. Salaries

- (a) All staff members will be paid in accordance with the salary structures and rates set out in this award.
- (b) The Corporation shall pay salaries and other moneys to staff members on a fortnightly basis into a nominated account.
- (c) Salaries shall include annual leave loading.

10. Classifications

- (1) The Salaries Schedule at Appendix B of this award contains a single Landcom Officer classification, divided into the three categories of Officer, Management and Senior Management.
- (2) All staff member shall have titles reflect their functional responsibility as determined from time to time by the Corporation.
- (3) Senior Management Category
- (a) The inclusion of positions in the Senior Management Category shall be at the discretion of the Chief Executive Officer of the Corporation.
- (b) Staff members appointed by the Chief Executive Officer to positions in the Senior Management Category shall require either one or more of the following:
- (i) a degree qualification;
 - (ii) a qualification deemed to be equivalent,
 - (iii) an accredited property related qualification as well as demonstrated expertise and experience developed from a range of property disciplines and backgrounds such as, but not limited to, engineering, surveying, valuing, real estate, land economics, and architecture;
 - (iv) equivalent demonstrated successful work experience;
- (c) Positions identified by the Corporation as having special requirements may not require the staff member appointed to have a degree qualification.
- (d) The Corporation shall from time to time undertake a formal review of positions included in the Senior Management classification to ensure the Corporation's needs are met.

11. No Extra Claims

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

12. Hours of Work

- (1) Notionally, staff members will work a 35 hour week, to be worked over a minimum of 5 days on any of the 7 days of the week.
- (2) The normal working week shall be Monday to Friday, with standard office hours from 9.00 am to 5.00 pm.
- (3) The 12 hour daily spread of hours for working the 35 hour week will normally fall between 7.00 am and 7.00 pm (Daily Spread of Hours), unless otherwise agreed. Where staff members are directed to work outside the Daily Spread of Hours applicable to them, overtime provisions shall apply.
- (4) Staff members must reach agreement with their supervisor regarding hours of work, with such agreement able to include provisions to move the Daily Spread of Hours applicable to each staff member to start or finish outside the usual times of 7.00 am and 7.00 pm respectively.
- (5) Agreements between staff members and supervisors will be aimed at achieving the key results for each position in compliance with the overall Landcom Strategic Plan, Business Plans and the performance criteria agreed upon for each staff member within the Landcom Performance Management System.
- (6) Staff members shall record their times of attendance when working in, or from, a Landcom Office. Landcom Offices include, but are not limited to, Regional, Project, Joint Venture and Sales Offices.
- (7) Staff members shall record the time spent on Landcom work when working under a Working from Home agreement.
- (8) The manner of attendance and/or work recording shall be as decided by Landcom.
- (9) Staff members may take a break of 10 minutes in the morning and afternoon, provided that dealings with the public are not affected, and a meal break of no less than 30 minutes must be taken no later than 5 hours after commencing continuous work.
- (10) A staff member may be required to perform duty beyond the hours determined under this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
 - (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (b) any risk to staff member health and safety,
 - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of Landcom and the effect on client services,
 - (d) the notice (if any) given by Landcom regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - (e) any other relevant matter.

13. Agreed Absences

- (1) All staff members covered by this Award shall be entitled to one paid day off per calendar month (except those staff members working standard hours).
- (2) Each staff member and their supervisor shall agree on the day the staff member is to be absent from work pursuant to this clause.
- (3) To meet Landcom business requirements, a paid day off may be postponed for one or more months. The taking of postponed paid days off is a matter for local arrangement between the staff member and their supervisor.
- (4) Subject to agreement between the staff member and their supervisor, up to five paid days off may be conserved by a staff member each calendar year, subject to the following conditions:
 - (a) the conserved paid days off may be taken during the calendar year, subject to arrangement with the supervisor; or
 - (b) up to five paid days off may be "cashed in" during the calendar year at the staff member's option at the staff member's ordinary salary rate; or
 - (c) any balance of conserved paid days off as at 31 December in each year shall be "cashed in".
- (5) Conserved paid days off in excess of five will be forfeit.
- (6) A staff member may accrue their entitlement to Agreed Absences while they are on leave for a continuous period of up to two calendar months (excluding sick leave). If the period of leave exceeds two calendar months (excluding sick leave), the staff member will cease to accrue their entitlement to Agreed Absences until such time as they return to duty.

14. Standard Hours

- (1) Standard hours are set hours of work commencing at 9.00 am and concluding at 5.00 pm inclusive of one hour set aside for a meal break.
- (2) The Chief Executive Officer may direct that standard hours, or restrictions to the work arrangements set out in clause 12 Hours of Work, be worked in particular circumstances. These circumstances may include, but are not limited to:
 - (a) where the operational requirements of Landcom, or a particular part of the Corporation, cannot accommodate the flexibilities of clause 12 Hours of Work, or
 - (b) remedial action in respect of a staff member is being taken where the staff member has been found to have deliberately and persistently failed to meet the requirement to work 35 hours per week or otherwise abused the work arrangements set out in clause 12 Hours of Work.

15. Part Time Staff Members

- (1) Where appropriate, the provisions of clauses 12 Hours of Work, 13 Agreed Absences and 14 Standard Hours of this award shall apply to part-time staff members on a pro-rata basis.
- (2) Part-time work is permanent, temporary or term employment and part-time employees work less hours than full-time employees and receive all the entitlements of full time employees on a proportional basis.
- (3) Staff members may request to have applications considered to work part-time under this award.
- (4) Staff members working part time must complete a part time work agreement (PTWA) with their supervisor.

- (5) The PTWA must be in writing signed by the staff member and the supervisor and must include:
 - (a) the hours and days to be worked;
 - (b) the starting and finishing times of each work day, if a Standard Hours arrangement is to be worked;
 - (c) the classification of the staff member; and
 - (d) the right (if any) for the staff member to return to full time work.
- (6) The maximum number of weekly hours under the PTWA must be less than the full-time requirement of 35 hours per week in this award.
- (7) The part-time staff member must be paid the same ordinary hourly rate as similarly classified full-time staff member under this award.
- (8) Hours worked that fall outside the ordinary daily hours agreed to, shall be paid at the ordinary time rate, unless such hours would attract payment at overtime rates for a full-time staff member.
- (9) A PTWA can be changed by making a new written agreement between the staff member and supervisor.

16. Filling Positions

- (1) The Chief Executive Officer shall determine the most appropriate method of filling vacant or temporarily created positions in Landcom that best meets the requirements of the Corporation. Positions may be created and filled as:
 - (a) Permanent: a position created on the Landcom staff establishment on a full time or part time basis.
 - (b) Temporary or Term: a position created on the Landcom staff establishment on a full time or part time basis as a temporary position to meet an identified need for a specified period.
 - (i) Temporary positions will be the same as permanent positions in terms of the operation and entitlements of this award. A temporary position may be identical to a permanent position but only required for a specified period of time to meet a Corporation business need or it may be created for the term of a specific project. At the expiration of the period, unless extended beforehand, the period of temporary employment will come to a conclusion.
 - (ii) Term positions will be the same as permanent positions in terms of the operation and entitlements of this award, however they do not need to be the same as a permanent position in terms of work requirements. The positions may specify certain conditions unique to the position such as the requirement to work standard hours, weekend work, complete a specific project, work in a joint venture arrangement, receive special remuneration or any other particular Corporation need. Such positions will normally be created for a specific period of time and at the expiration of the period, unless extended beforehand, the period of term employment arrangement will come to a conclusion.
 - (c) Casual: a position created on the Landcom staff establishment on a full time or part time basis according to the provisions of Clause 17 Casual Employment of this Award. A casual position shall be filled by a staff member employed to undertake work on an hourly basis to carry out work that is irregular, intermittent, short term, urgent or arising from an emergency.
- (2) Landcom may also fill positions by any other arrangement that meets the operational business and commercial needs of Landcom.

17. Casual Employment

- (1) Hours of Work
 - (a) A casual employee is engaged and paid on an hourly basis.
 - (b) A casual employee will be engaged or paid for a minimum of 3 consecutive hours for each day worked.
 - (c) A casual employee shall not work more than 8 (eight) consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 8 hours.
- (2) Rate of Pay
 - (a) Casual employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual salary divided by 26.08929 divided by ordinary fortnightly hours for the classification
 - (b) Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay, of:

15 percent for work performed on Mondays to Fridays (inclusive),

50 percent for work performed on Saturdays,

75 percent for work performed on Sundays,

150 percent for work performed on public holidays.
 - (c) Casual employees shall also receive a 1/12th of the ordinary hourly rate of pay additional payment in lieu of annual leave and annual leave loading.
 - (d) The loadings specified in subclause (2)(b) of this clause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave, and all incidences of employment, except overtime.
- (3) Overtime
 - (a) Casual employees shall be paid overtime for work performed in excess of 8 (eight) consecutive hours (excluding meal breaks).
 - (b) Overtime will be paid in accordance with the rates set in Clause 33, Rates of Payment of Overtime of this Award.
 - (c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15 percent loading set out in subclause (2)(b) of this Clause.
 - (d) The additional payment in lieu of annual leave as set out in subclause (2)(c) of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.
- (4) Leave
 - (a) Except as provided under this clause, Casual employees are not entitled to any other paid or unpaid leave.
 - (b) As set out in subclause (2)(c) of this clause, casual employees will be paid a 1/12th of the ordinary hourly rate of pay additional payment in lieu of annual leave.

- (c) Casual employees will be entitled to Long Service Leave in accordance with the provisions of the Long Service Leave Act 1955.
- (d) Casual employees are entitled to unpaid parental leave in accordance with Appendix A .
- (e) Personal Carers entitlement for casual employees
 - (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in sub clause 44(4) of this Award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (f)(i) or (f)(ii), and the notice requirements set out in (f)(iii).
 - (ii) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Landcom to engage or not to engage a casual employee are otherwise not affected.
- (f) The casual employee shall, if required,
 - (i) Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) Establish by production of documentation acceptable to Landcom or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
 - (iii) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform Landcom of their inability to attend for duty. If it is not reasonably practicable to inform Landcom during the ordinary hours of the first day or shift of such absence, the employee will inform Landcom within 24 hours of the absence.
- (g) Bereavement entitlements for casual employees
 - (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by Landcom).
 - (ii) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Landcom to engage or not engage a casual employee are otherwise not affected.
 - (iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day of shift of such absence, inform Landcom of their inability to attend

for duty. If it is not reasonably practicable to inform Landcom during the ordinary hours of the first day or shift of such absence, the employee will inform Landcom within 24 hours of the absence.

(5) Application of other Clauses of this Award to Casual Employees

The following clauses of this Award do not apply to casual employees:

- 12. Hours of Work
- 13. Agreed Absences
- 14. Standard Hours
- 20. Salary Sacrifice and Packaging for other than superannuation contributions
- 24. Excess Travelling Time
- 27. Overseas Travel
- 32. Overtime
- 34. (3) and (4) Rest Periods concerning Recall to Duty and On call (Standby)
- 36. Compensation for Directed Overtime
- 40 to 44 (inclusively) relating to various leave provisions
- 55. Exchanges
- 56. Relocation Package
- 57. Termination of Employment
- 58. Working from Home
- 60. Management of Displaced Staff Members
- 62. Performance Management
- 63. Unsatisfactory Performance or Misconduct
- 65. Association Activities
- 66. Access to Facilities
- 71. Public Holidays

18. Recruitment and Selection

(1) Filling Vacancies

- (a) Where a position becomes vacant, Landcom will advertise and fill the position through a process of merit selection.
- (b) The Chief Executive Officer may dispense with the requirement to advertise a vacancy if an appointment can be made from eligible staff within the Corporation.
- (c) Unless otherwise determined by the Chief Executive Officer, a selection committee shall be established to assess the merit of applicants for appointment to a vacant position and to make recommendations to the Chief Executive Officer on the most meritorious applicant.
- (d) Nothing in paragraph (c) requires the Chief Executive Officer to adopt any recommendation made by the selection committee in relation to the filling of a vacancy.
- (e) Prior to a staff member commencing duty with Landcom, written certification concerning the state of health of the staff member must be completed, by the staff member, to the satisfaction of the Chief Executive Officer.

(2) Eligibility Lists

- (a) Where interviews have been held for a vacant position, the selection committee will establish an eligibility list of candidates ranked in order of merit, who if it were not for the selected candidate, would be recommended for the position.
- (b) The eligibility list is effective for up to six months from the date of approval in respect of the advertised vacancy and may be used to fill identical or similar vacant positions not mentioned in the original advertisement.

- (c) The Chief Executive Officer may elect to use an eligibility list to fill a position, require a new selection process to be undertaken, or take any other administrative action in relation to a vacancy.
- (3) Appointment and Rates Of Pay
- (a) The Chief Executive Officer may appoint a successful applicant to any salary within a salary Level in Appendix B to this award.
 - (b) In determining commencing salary regard shall be had to:
 - (i) the person's skills, experience and qualifications;
 - (ii) the rate required to attract the person; and
 - (iii) the remuneration of existing staff members performing similar work.
 - (c) A successful applicant shall receive a letter of offer of employment that will form part of the employment contract with Landcom.
 - (d) The letter of offer of employment shall cover such matters as commencing salary rate, any salary increments and, if applicable, probationary period, the term of employment and requirement to work standard hours for specified positions.
- (4) Probation
- (a) All new appointments shall serve a minimum probationary period of six months.
 - (b) The Chief Executive Officer may dispense with the requirement for a probationary period; extend the probation up to a maximum of two years; or annul the appointment of a person during a period of probation.

19. Job Evaluation

The Chief Executive Officer shall classify and grade positions using government accredited job evaluation methodology.

20. Salary Sacrifice and Packaging

(1) Salary Sacrifice - General

The Chief Executive Officer may enter into agreements with staff members for salary sacrifice for superannuation and/or other agreed benefits, including a novated leased motor vehicle, to a maximum of one hundred (100) percent of the salary payable or one hundred (100) percent of the current applicable superannuable salary within NSW Government policy and the Landcom Salary Sacrificing and Motor Vehicle Policy (as amended from time to time) and powers of the State Owned Corporations Act and the Landcom Corporation Act.

(2) Salary Sacrifice - Superannuation

- (a) A staff member may elect, subject to the agreement of the Corporation, to sacrifice a portion of the salary payable to additional superannuation contributions in excess of contributions made by Landcom under relevant legislation. Such election must be made prior to the commencement of the period of service to which the salary payments relate. The amount of salary sacrificed for all purposes must not exceed one hundred (100) percent of the salary payable or one hundred (100) percent of the current applicable superannuable salary, whichever is the lesser. In this clause "superannuable salary" means the staff member's salary as notified from time to time, to the NSW public sector superannuation trustee corporations.

- (b) Where the staff member has elected to sacrifice a portion of salary to additional superannuation contributions:
- (i) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion, and
 - (ii) any allowance, penalty rate, payment for unused entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which a staff member is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to a staff member's salary, shall be calculated by reference to the salary which would have applied to the staff member in the absence of any salary sacrifice to superannuation made under this award.
- (c) The staff member may elect to have the portion of salary which is sacrificed to additional superannuation contributions:
- (i) Paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employee contributions, or
 - (ii) Subject to Landcom's agreement, paid into a private sector complying superannuation scheme as employee superannuation contributions.
- (d) Where a staff member elects to salary sacrifice in terms of subclause (c) above, Landcom will pay the sacrificed amount into the relevant superannuation fund.
- (e) Where the staff member is a member of a superannuation scheme established under:
- The Police Regulation (Superannuation) Act 1906;
- The Superannuation Act 1916;
- The State Authorities (Superannuation) Act 1987;
- The State Authorities Non-contributory Superannuation Act 1987; or
- The First State Superannuation Act 1992.
- Landcom must ensure that the amount of any additional employee superannuation contributions specified in subclause (a) above is included in the staff member's superannuable salary which is notified to the NSW public sector superannuation trustee corporations.
- (f) Where, prior to electing to sacrifice a portion of their salary to superannuation, a staff member had entered into an agreement with Landcom to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (e) above, Landcom will continue to base contributions to that fund on the salary payable to the same extent as applied before the staff member sacrificed portion of that salary to superannuation. This subclause applies even though the superannuation contributions made by Landcom may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

21. Payment of Expenses

- (1) Landcom shall meet any expenses, including those relating to official travel and associated expenses, actually and necessarily incurred by a staff member within the guidelines set by management when undertaking approved official business (either in advance or as a reimbursement).

- (2) Payment of any actual expenses shall be subject to the production of receipts, unless the Chief Executive Officer is prepared to accept other evidence from the staff member. As applicable, receipts shall be produced in accordance with Australian Tax Office requirements

22. Higher Duties Allowance

Staff members directed to perform the duties of a higher position shall be paid an allowance as determined by the Chief Executive Officer in accordance with the Landcom Higher Duties Allowance Policy.

23. Allowances - General

The allowances payable under this award shall be reviewed as follows:

- (1) Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
- (a) Clause 35(4) Overtime meal allowances; and
 - (b) Clause 26(3) Use of private motor vehicles during work related duties.
- (2) Allowances payable in terms of clauses listed in this paragraph shall be subject to a percentage increase pursuant to clause 11 Salary Increases:
- (a) Clause 28(1) First Aid Allowance
 - (b) Clause 34(4) Rest Periods (On call (Standby) Allowance);
 - (c) Clause 73 Community Language Allowance; and
 - (d) Clause 29(1) & 29(2) Weekend and Public Holiday Allowance.

24. Excess Travelling Time

- (1) A staff member directed by the Chief Executive Officer to travel on official business outside the usual hours of duty is entitled to be compensated for such time either by:
- (a) payment calculated in accordance with the provisions contained in this clause; or
 - (b) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
- (2) Compensation under paragraphs (a) or (b) of subclause (1) of this clause, shall be made, subject to the following conditions:
- (a) excess travelling time on a non-working day shall be all time spent travelling on official business;
 - (b) excess travelling time on a working day shall be, subject to the provisions of subclause (5) of this subclause, all additional time spent travelling before or after the staff member's usual hours of duty.
 - (c) the period for which compensation is being sought is more than a half an hour on any one day.
- (3) No compensation for travelling time shall be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day, where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.

- (4) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.
- (5) Travelling time shall not include the time:
- normally taken for the periodic journey from home to headquarters and return;
 - on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - on board a ship or aircraft.
 - spent travelling overseas on official business.

(6) **Waiting Time**

When a staff member is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the usual hours of duty, such waiting time shall be treated and compensated in the same manner as excess travelling time.

(7) **Payment**

- (a) Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \quad \times \quad \frac{5}{260.89} \quad \times \quad \frac{1}{\text{Usual hours of work}}$$

- (b) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (c) Staff members whose salary, pursuant to Appendix B to this award, is in excess of the rate for Landcom Officer, Level 4 Salary Point 12 shall be paid travelling time or waiting time calculated at the rate for Landcom Officer, Level 4 Salary Point 12 plus \$1.00 per annum, as adjusted from time to time.
- (d) Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

25. Meal Allowances

- (1) A staff member who is required to travel to perform duty at a location other than their normal headquarters shall be paid for actual expenses properly and reasonably incurred in accordance with Landcom guidelines for:

breakfast when required to commence travel at or before 6.00 am; and/or

an evening meal when required to travel until or beyond 6.30 pm.

In such instances, the staff member shall be paid the amount equivalent to the expense incurred or the allowance specified for breakfast or an evening meal at Item 1 of the Monetary Rates Table of this award, whichever is the lesser.

- (2) A staff member who is required to travel to perform duty at a location other than their normal headquarters shall be paid for actual additional expenses properly and reasonably incurred in accordance with Landcom guidelines for:

lunch, when unable to take lunch at the place at which, or the manner in which, the staff member ordinarily takes lunch and, as a result, incurs additional expense for lunch.

In such instances, the staff member shall be paid the amount equivalent to the additional expense incurred or the allowance specified for lunch at Item 1 of the Monetary Rates Table of this award, whichever is the lesser.

26. Use of Private Motor Vehicles

- (1) The Chief Executive Officer may authorise a staff member to use a private motor vehicle for work where:
 - (a) such use will result in greater efficiency or involve the Corporation in less expense than if travel were undertaken by other means; or
 - (b) where the staff member is unable to use other means of transport due to a disability.

As defined in clause 5 Definitions of this award, there shall be two classes of allowance payable for the use of a private motor vehicle for work. The appropriate rate of allowance shall be paid depending on the circumstances and the purpose for which the vehicle is used.

- (2) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the Motor Vehicles (Third Party Insurance) Act, 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Chief Executive Officer.
- (3) A staff member who, with the approval of the Chief Executive Officer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified at Item 2 of the Monetary Rates Table of this award for the use of such private motor vehicle.
- (4) Where a private vehicle is damaged while being used for work any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Corporation, provided:
 - (a) the damage is not due to gross negligence by the staff member; and
 - (b) the charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- (5) Provided the damage is not the fault of the staff member, the Corporation shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
 - (a) the damage was sustained on approved work activities; and
 - (b) the costs cannot be met under the insurance policy due to excess clauses.
- (6) Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters.

27. Overseas Travel

Unless the Chief Executive Officer determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member who is required by the Corporation to travel overseas on official business, shall be paid the travelling rates determined by the Australian Public Service and published by the Australian Government Publishing Service from time to time.

28. First Aid Allowance

- (1) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified at Item 3 of the Monetary Rates Table of this award.

- (2) The First Aid Allowance shall not be paid during long service leave or any other continuous period of leave that exceeds four weeks.
- (3) When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a first aid allowance for assuming the duties of a First Aid Officer.

29. Weekend and Public Holiday Allowance

- (1) The Sales Representatives working three out of four weekends, on average, shall be entitled to an allowance as specified at Item 7 of the Monetary Rates Table of this award as compensation for weekend work, public holidays, out of hours duty, being on call, and duty undertaken after being "called" for duty.
- (2) The Sales Information Officers working two out of four weekends, on average, shall be entitled to an allowance as specified at Item 7 of the Monetary Rates Table of this award as compensation for weekend work, public holidays, out of hours duty, being on call, and duty undertaken after being "called" for duty.
- (3) The annual allowance is an all inclusive addition to salary which represents compensation for all incidences of employment.
- (4) Notwithstanding provisions contained elsewhere in this Award, the Sales Representatives shall be paid at the appropriate "casual rate" when using private motor vehicles for work.

30. Uniforms, Protective Clothing and Their Maintenance

- (1) A staff member who is required and authorised by the Chief Executive Officer to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the Corporation with such clothing.
- (2) Where the approved uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing in accordance with Landcom guidelines.
 - (a) Staff members shall be paid for actual expenses properly and reasonably incurred in accordance with Landcom guidelines for laundering and maintaining uniforms or protective clothing.

31. Compensation for Damage to Or Loss of Private Property

- (1) Where damage to, or loss of, a staff member's private property occurs in the course of employment, a claim may be lodged under the Workers Compensation Act, 1987 and/or under any insurance policy of the Corporation covering the damage to or loss of the personal property of the staff member.
- (2) If a claim under subclause (1) of this clause is rejected by the insurer, the Chief Executive Officer may compensate a staff member for the damage to, or loss of, private property, if such damage or loss:
 - (a) is due to the negligence of the Corporation, another staff member, or both, in the performance of their duties; or
 - (b) is caused by a defect in a staff member's material or equipment; or
 - (c) results from a staff member's protection of or attempt to protect the Corporation's property from loss or damage.
- (3) Compensation in terms of subclause (2) of this clause shall be limited to the amount necessary to repair the damaged item.

- (4) Where the item cannot be repaired or is lost, the Chief Executive Officer may pay the cost of a replacement item, provided the item is identical to, or only marginally different from, the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- (5) For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing aid, tools of trade or similar items that are ordinarily required for the performance of the staff member's duties.
- (6) Compensation for the damage sustained shall be made by the Corporation where, in the course of work, clothing or items such as spectacles and hearing aids are damaged or destroyed by natural disasters or by theft or vandalism.

32. Overtime

(1) General

- (a) A staff member may be directed to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (i) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (ii) any risk to staff member health and safety,
 - (iii) the urgency of the work required to be performed during overtime, the impact on the operational commitments of Landcom and the effect on client services,
 - (iv) the notice (if any) given by Landcom regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - (v) any other relevant matter.
- (b) Payment for overtime shall be made only where the staff member works directed overtime.
- (c) Directed overtime is all time worked, at the direction of the Chief Executive Officer:
 - (i) Outside the Daily Spread of Hours applicable to a staff member working pursuant to the provisions of clause 12 Hours of Work, whether before or after the commencing and finishing times of the Daily Spread of Hours; and/or
 - (ii) Outside the set hours of work applicable to a staff member working pursuant to the provisions of clause 14 Standard Hours, whether before or after the commencing and finishing times of the set hours; and/oron a Saturday, Sunday or Public Holiday.

(2) Application

The provisions of this clause shall not apply to:

- (a) staff members covered by formal local arrangements in respect of overtime negotiated between the Chief Executive Officer and the Association; or
- (b) staff members whose salary includes compensation for overtime; or
- (c) staff members who receive an allowance in lieu of overtime.

33. Rates for Payment of Overtime

- (1) On weekdays (Monday to Friday inclusive) directed overtime is paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter, unless local arrangements negotiated in terms of clause 6 the Local Arrangements apply.
- (2) On Saturdays directed overtime is paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- (3) On Sundays directed overtime is paid at the rate of double time.
- (4) On Public holidays directed overtime is paid at the rate of double time and one half.
- (5) If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- (6) A staff member who works directed overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (7) Limit on amount of overtime paid to staff members

A staff member whose salary, pursuant to Appendix B to this award, or salary and allowance in the nature of salary, exceeds the annual salary for a Landcom Officer Level 5, Salary Point 15, as varied from time to time, plus \$1.00, shall be paid for working directed overtime at the rate for Landcom Officer Level 5, Salary Point 15, as varied from time to time, plus \$1.00.

- (8) Calculation of Overtime
 - (a) Overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
 - (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

$$\frac{\text{Annual salary}}{1} \quad \times \quad \frac{5}{260.89} \quad \times \quad \frac{1}{\text{No of ordinary hours of work per week}}$$
 - (c) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 1.5, 2 or 2.5, respectively, calculated to the nearest cent.
 - (d) Overtime is not payable for time spent travelling.

34. Rest Periods

- (1) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- (2) Where a staff member, at the direction of Landcom, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (3) Recall to Duty
 - (a) A staff member recalled to work overtime after leaving the premises of Landcom shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.

- (b) The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- (c) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- (d) When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- (e) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (f) A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (g) This subclause shall not apply in cases where it is customary for a staff member to return to the Corporation's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

(4) On call (Standby)

A staff member shall be paid the on call allowance as specified at Item 4 of the Monetary Rates Table of this award when directed by the Corporation to be on call outside the staff member's working hours pursuant to the provisions of clauses 12 Hours of Work and 14 Standard Hours of this award.

35. Meal Breaks

- (1) Staff members working pursuant to the provisions of clause 14 Standard Hours of this award and who are required to work overtime on weekdays for an hour and a half or more after the staff member's standard hours of duty, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every further five hours of overtime worked.
- (2) Staff members working pursuant to the provisions of clause 12 Hours of Work of this award and who are required to work overtime on weekdays beyond the conclusion of the daily bandwidth applicable to them, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every further five hours of overtime worked.
- (3) Any staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.
- (4) Meal Allowances
 - (a) If an adequate meal was not provided by the Corporation, a meal allowance shall be paid by the Corporation for meals taken during the meal breaks available pursuant to this award, provided the Chief Executive Officer is satisfied that:
 - (i) the time worked is directed overtime;

- (ii) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (iii) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
 - (iv) overtime is not being paid in respect of the time taken for a meal break.
- (b) The amount of the meal allowance shall be at the rate specified at Item 5 of the Monetary Rates Table of this award.
 - (c) Where a meal was not purchased, payment of a meal allowance shall not be made.
 - (d) Where a meal allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Chief Executive Officer shall approve payment of the actual expenses incurred.
 - (e) Receipts shall be provided to the Chief Executive Officer in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
 - (f) Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Executive Officer and the Association from negotiating different meal provisions under a local arrangement.

36. Compensation for Directed Overtime

- (1) The Chief Executive Officer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance this clause.
- (2) Leave in Lieu of Payment
 - (a) A staff member who works directed overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of directed overtime worked.
 - (b) The following conditions shall apply to the leave in lieu:
 - (i) the staff member shall advise the supervisor before the overtime is worked, or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
 - (ii) the leave in lieu shall be calculated at the same rate as would have applied to the payment of overtime in terms of clause 33 Rates of Pay of Overtime of this award.
 - (iii) the leave in lieu must be taken at the convenience of the Corporation, except when leave in lieu is being taken to look after a sick family member;
 - (iv) the leave in lieu shall be taken in hours;
 - (v) leave in lieu accrued in respect of overtime worked on days other than public holidays, shall be given by the Corporation and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Chief Executive Officer and the Association;
 - (vi) at the staff member's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the staff member's annual leave credits and may be taken in conjunction with annual leave; and

- (vii) a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.
- (3) Landcom has the right to determine the form of compensation granted where a staff member has accrued an annual leave balance of more than 30 days at the time of the staff member's claim for compensation for directed overtime.

37. Provision of Transport

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that staff members can use public transport or other normal means of transport to and from work.

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

Departure or arrival after 8.00 pm of a staff member on overtime or a regular or rotating shift roster, does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk. Where it is so demonstrated, arrangements may be made for transport home of the staff member to be provided by way of a taxi.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with the local management of the Corporation where knowledge of each particular situation will enable appropriate judgements to be made.

38. Leave

(1) General

- (a) The provisions contained in this clause apply to all staff members other than those to whom a local arrangement negotiated between the Chief Executive Officer and the Association in terms of the Local Arrangements provisions of this award.
- (b) Unless otherwise specified, part-time staff members will receive the conditions of this clause on a pro rata basis, calculated according to the number of hours worked per week.
- (c) A temporary or term staff member employed by the Corporation is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment with the Corporation, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- (d) Where paid and unpaid leave available to be granted under this award are combined, paid leave shall be taken before unpaid leave.

(2) Absence from Work

- (a) A staff member must not be absent from work unless reasonable cause is shown.
- (b) If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify, or arrange for another person to notify, the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- (c) If a satisfactory explanation for the absence is not provided, the staff member will be regarded as absent from duty without authorised leave and the Chief Executive Officer shall cause to be deducted from the pay of the staff member the amount equivalent to the period of the absence.
- (d) The minimum period of leave available to be granted shall be one hour in a 24 hour period, and it will be calculated based on actual period of leave hours taken.

- (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

(3) Application for Leave

- (a) An application by a staff member for leave under this award shall be made to, and dealt with by, the Chief Executive Officer.
- (b) Where the operational requirements of the Corporation permit, an application for leave shall be dealt with by the Chief Executive Officer according to the wishes of the staff member.

39. Annual Leave

- (1) Paid annual leave for full time staff members accrues at the rate of 20 working days per year and accrues from day to day.

- (2) Staff members working part time shall accrue paid annual leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.

- (3) The Chief Executive Officer will inform a staff member in writing on a regular basis of the staff member's annual leave accrual.

(4) Limits on Accumulation and Direction to Take Leave

- (a) At least two (2) consecutive weeks of annual leave (or a combination of annual leave and public holidays, agreed absences, long service leave or, if the staff member elects, leave without pay) shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Chief Executive Officer in special circumstances.
- (b) After taking into account the wishes of the staff member, the Chief Executive Officer may direct such staff member to take accrued annual leave at a time convenient to the Corporation.
- (c) The Chief Executive Officer shall notify the staff member in writing when accrued annual leave reaches 6 weeks, or its hourly equivalent, and at the same time, may direct a staff member to take at least 2 weeks annual leave within 3 months of the notification. Such leave is to be taken at a time convenient to the Corporation.
- (d) The Chief Executive Officer shall notify the staff member in writing when accrued annual leave reaches 8 weeks, or its hourly equivalent, and direct the staff member to take at least 2 weeks annual leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Corporation.

(5) Conservation of Leave

If the Chief Executive Officer is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks, or its hourly equivalent, the Chief Executive Officer shall:

- (a) specify in writing the period of time during which the annual leave in excess of 6 weeks shall be conserved; and
- (b) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 6 weeks limit.

(6) Miscellaneous

- (a) Annual leave for which a staff member is eligible on cessation of employment is to be calculated to quarter day (fractions less than a quarter being rounded up).
 - (b) Annual leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (c) of this subclause.
 - (c) Annual leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the Workers' Compensation Act 1987; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
 - (d) The proportionate deduction to be made in respect of the accrual of annual leave on account of any period of absence referred to in paragraph (c) of this subclause shall be calculated to the hour.
 - (e) Annual leave accrues at half the normal accrual rate during periods of long service leave on half pay.
 - (f) On cessation of employment, a staff member is entitled to be paid the money value of accrued annual leave which remains untaken.
 - (g) A staff member to whom paragraph (f) of this subclause applies may elect to take all or part of accrued annual leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- (7) Death

Where a staff member dies, the monetary value of annual leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary. Where no beneficiary has been nominated, the monetary value of annual leave is to be paid as follows:

- (a) to the widow or widower of the staff member; or
- (b) if there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- (c) if there is no such widow, widower or children, to the person who, in the opinion of the Chief Executive Officer was, at the time of the staff member's death, a dependent relative of the staff member; or
- (d) if there is no person entitled under paragraphs (a) or (b) or (c) of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.

40. Sick Leave

(1) General

If the Chief Executive Officer is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Chief Executive Officer:

- (a) shall grant to the staff member sick leave on full pay; and
- (b) may grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this clause to sick leave on full pay.

(2) Entitlements

- (a) Sick leave on full pay accrues to a staff member at the rate of 15 days each year. Any leave accrued and not utilised accumulates.
 - (b) From 1 January 2011, paid sick leave entitlement will accrue progressively from day to day. Prior to 1 January 2011, sick leave on full pay accrues at the beginning of the calendar year. Staff members appointed after 1 January 2011 will be granted an accrual of 5 days sick leave upon commencement. After the first four months of employment sick will accrue progressively at the rate of 10 days per year for the balance of the first year of service. After the first year of service, sick leave will accrue at the rate of 15 days per year of service.
 - (c) All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - (d) Notwithstanding the provisions of paragraph (c) of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
 - (e) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
 - (f) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
 - (g) Paid sick leave shall not be granted during a period of unpaid leave.
- (3) Payment During the Initial 3 Months of Service

Paid sick leave which may be granted to a staff member, other than a relief staff member, in the first 3 months of service shall be limited to 5 days' paid sick leave, unless the Chief Executive Officer approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.

From 1 January 2011, this clause 40(3) ceases to operate.

- (4) Seasonal or Relief Staff

No paid sick leave shall be granted to temporary staff members who are employed as relief staff for a period of less than 3 months.

41. Sick Leave - Workers' Compensation

- (1) The Chief Executive Officer shall advise each staff member of the rights under the Workers' Compensation Act 1987, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (2) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the Workers' Compensation Act 1987, shall be required to lodge a claim for any such compensation.
- (3) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Chief Executive Officer shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.

- (4) The Chief Executive Officer will ensure that, once received by the Corporation, a staff member's worker's compensation claim is lodged by the Corporation with the workers' compensation insurer within the statutory period prescribed in the Workers' Compensation Act 1987.
- (5) Pending the determination of that claim, and on production of an acceptable medical certificate, the Chief Executive Officer shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election, by accrued recreation leave or extended leave.
- (6) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (7) A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the Workers Compensation Act 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- (8) If a staff member notifies the Chief Executive Officer that he or she does not intend to make a claim for any such compensation, the Chief Executive Officer shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (9) A staff member may be required to submit to a medical examination under the Workers Compensation Act 1987 in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (10) If the Chief Executive Officer provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the Workers Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998 and, without good reason, the staff member fails to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (11) No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the Workers Compensation Act 1987.
- (12) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
 - (a) the staff member's claim for workers' compensation;
 - (b) the conduct of a medical examination by a Government or other Medical Officer;
 - (c) a medical certificate issued by the examining Government or other Medical Officer; or
 - (d) action taken by the Chief Executive Officer either under the Workers' Compensation Act 1987 or any other relevant legislation in relation to a claim for workers' compensation, medical examination or medical certificate.

42. Sick Leave - Other Than Workers' Compensation

- (1) If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the Workers Compensation Act 1987, sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:

- (a) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Corporation to the staff member; and
 - (b) in the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the Corporation the monetary value of any such period of sick leave.
- (2) Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Chief Executive Officer is satisfied that the refusal or failure is unavoidable.
 - (3) On repayment to the Corporation of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

43. Sick Leave - Requirements for Medical Certificate

- (1) A staff member absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Chief Executive Officer in respect of the absence.
- (2) A staff member shall be put on notice in advance if required by the Chief Executive Officer to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (3) If there is any concern about the reason shown on the medical certificate, the Chief Executive Officer, after discussion with the staff member, may refer the medical certificate and the staff member's application for leave to an independent medical practitioner for advice.
- (4) The nature of the leave to be granted to a staff member shall be determined by the Chief Executive Officer on the advice of the independent medical practitioner.
- (5) If sick leave applied for is not granted, the Chief Executive Officer must, as far as practicable, take into account the wishes of the staff member when determining the nature of the leave to be granted.
- (6) If a staff member who is absent on annual leave or long service leave, furnishes to the Chief Executive Officer a satisfactory medical certificate in respect of an illness which occurred during the leave, the Chief Executive Officer may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
 - (a) in respect of annual leave, the period set out in the medical certificate;
 - (b) in respect of long service leave, the period set out in the medical certificate if such period is 5 working days or more.
- (7) Subclause (6) above applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (8) The reference in this clause to a medical certificate shall apply, as appropriate, to the certificates for the absence of up to one week provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Chief Executive Officer's discretion, another registered health services provider. Where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

44. Sick Leave to Care for a Family Member

- (1) When family and community service leave provided for in clause 48 of this award is exhausted, a staff member with responsibilities in relation to a category of person set out in subclause (4) of this clause

who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

- (2) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the Chief Executive Officer may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (3) If required by the Chief Executive Officer, the staff member must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (4) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the staff member being responsible for the care and support of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the staff member; or
 - (ii) a defacto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of defacto spouse of the staff member; or
 - (iv) a same sex partner who lives with the staff member as the defacto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

45. Maternity Leave

- (1) A staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
 - (a) for a period up to 14 weeks prior to the expected date of birth; and
 - (b) for a further period of up to 12 months after the actual date of birth.
- (2) A staff member who has been granted maternity leave may, with the permission of the Chief Executive Officer, take leave after the actual date of birth:
 - (a) full-time for a period of up to 12 months; or
 - (b) part-time for a period of up to 2 years; or
 - (c) as a combination of full-time and part-time over a proportionate period of up to 2 years.

- (3) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (4) A staff member who resumes duty from maternity leave as approved by the Chief Executive Officer shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- (5) If the position occupied by the staff member immediately prior to maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (6) A staff member who:
 - (a) applied for maternity leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) prior to the expected date of birth, completed not less than 40 weeks' continuous service,

shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks at full pay or 28 weeks at half pay.
- (7) A staff member who:
 - (a) becomes pregnant and wishes to take maternity leave; and
 - (b) within the past 24 months has taken maternity leave for an earlier pregnancy; and
 - (c) applies for maternity leave within the time and in the manner determined by the Chief Executive Officer; and
 - (d) prior to the expected date of birth, has completed not less than 40 weeks' continuous service,

shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks at full pay or 28 weeks at half pay.

Under this clause, payment of maternity leave shall be calculated on the hours worked by the staff member prior to the earlier period of maternity leave taken, even if the staff member has reduced her hours of work upon returning to work after the earlier pregnancy.
- (8) Except as provided in this clause, maternity leave shall be granted without pay.
- (9) Employees entitled to maternity leave shall also have an additional entitlement as set out in Appendix A.

46. Parental Leave

- (1) Parental leave is available to a staff member who applies for leave to look after their child or children. Parental leave applies as follows:
 - (a) short parental leave is an unbroken period of up to one week on full pay or two weeks on half pay at the time of the birth of the child or other termination of the spouse's or partner's pregnancy, or in the case of adoption, from the date of taking custody of the child or children;
 - (b) extended parental leave is for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in this subclause.
- (2) Extended parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

- (3) A staff member who has been granted parental leave may, with the permission of the Chief Executive Officer, take such leave:
 - (a) full-time for a period not exceeding 12 months; or
 - (b) part-time over a period not exceeding 2 years; or
 - (c) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (4) A staff member who resumes duty immediately on the expiration of parental leave shall:
 - (a) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - (b) if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.
- (5) Parental leave shall be granted without pay other than in the circumstances set out at subclauses (1)(a) and (6) of this clause, unless the staff member elects to take accrued recreation or extended leave in respect of some or all of the period of parental leave.
- (6) A staff member who:
 - (a) applied for parental leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) prior to the expected date of birth or taking of custody, completed not less than 40 weeks' continuous service, shall be paid the ordinary rate of pay for a period not exceeding 1 week at full pay or 2 weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (7) Employees entitled to parental leave shall also have an additional entitlement as set out in Appendix A.

47. Adoption Leave

- (1) A staff member adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:
 - (a) for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) for such period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer may determine, if the child has commenced school at the date of the taking of custody.
- (2) A staff member who has been granted adoption leave may, with the permission of the Chief Executive Officer, take leave:
 - (a) full-time for a period not exceeding 12 months; or
 - (b) part-time over a period not exceeding 2 years; or
 - (c) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (3) Adoption leave shall commence on the date that the staff member takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the staff member.
- (4) A staff member who resumes duty immediately on the expiration of adoption leave shall:

- (a) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - (b) if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.
- (5) A staff member who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at full pay for a period of 14 weeks of adoption leave or at half pay for 28 weeks of adoption leave or the period of adoption leave taken, whichever is the lesser period if the staff member:
- (a) applied for adoption leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- (6) Except as provided in subclause (5) of this clause, adoption leave shall be granted without pay.
- (7) Special Adoption Leave
- A staff member shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against annual leave, long service leave, agreed absences or family and community service leave.
- (8) Employees entitled to adoption leave shall also have an additional entitlement as set out in Appendix A .

48. Family and Community Service Leave

- (1) The Chief Executive Officer shall, in the case of emergencies or in unexpected personal or domestic circumstances, grant to a staff member some or all of the available family and community service leave on full pay.
- (2) Such cases or circumstances may include but not be limited to the following:
- (a) compassionate grounds such as the death or illness of a close member of the family or a member of the staff member's household;
 - (b) accommodation matters: up to one day such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) emergency or weather conditions such as when flood, fire or snow threaten property and/or prevent a staff member from reporting for duty; and
 - (d) other personal circumstances such as citizenship ceremonies or parent/teacher interviews.
- (3) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be.
- 2.5 working days in the staff member's first and second years of service and 1 working day for each subsequent year of service.
- (4) If available family and community service leave is exhausted, the Chief Executive Officer shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person defined in subclause (4) of clause 44 Sick Leave to Care for a Family Member,

additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.

- (5) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with subclause (2) of clause 44 Sick Leave to Care for a Family Member shall be granted when paid family and community service leave has been exhausted.

49. Observance of Essential Religious Or Cultural Obligations

- (1) A staff member of:
- (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- may be granted recreation/extended leave to credit, agreed absences or leave without pay to do so.
- (2) Provided adequate notice as to the need for leave is given by the staff member to Landcom and it is operationally convenient to release the staff member from duty, the Chief Executive Officer must grant the leave applied for by the staff member in terms of this clause.
- (3) A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Chief Executive Officer, subject to:
- (a) adequate notice being given by the staff member; and
 - (b) prior approval being obtained by the staff member; and
 - (c) the time off being made up in the manner approved by the Chief Executive Officer.
- (4) Notwithstanding the provisions of subclauses (1), (2) and (3) of this clause, arrangements may be negotiated between Landcom and the Association in terms the Local Arrangements clause of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

50. Long Service Leave

- (1) Entitlement to Long Service Leave
- (a) A staff member shall be entitled to long service leave after a certain period of service. Subject to this clause, a staff member is entitled:
 - (i) after service for 10 years, to leave for 2 months on full pay or 4 months on half pay or 1 month on double pay, and
 - (ii) after service in excess of 10 years, to:
 - 1. leave as provided by subparagraph (i), and
 - 2. in addition, an amount of leave proportionate to the staff member's length of service after 10 years, calculated on the basis of 5 months on full pay or 10 months on half pay or 2 and one half months on double pay, for 10 years served after service for 10 years.

- (b) A staff member shall be entitled to pro rata long service leave at the accrual rates set out in subclause (1)(a)(i) of this clause after service for 7 years.
- (c) From 1 January 2005, a period of long service leave shall be exclusive of public holidays that fall during the period and such holidays shall be paid pursuant to the provisions of Clause 72, Public Holidays of this award and shall not be debited from a staff member's long service leave entitlement.
- (d) Long service leave taken at double pay shall be paid at full pay plus an equivalent taxable allowance, with the allowance not counting for the purposes of superannuation payments, and with 2 days of long service leave debited from a staff member's long service leave entitlement for each day of double pay leave taken.
- (e) Should a public holiday fall during a period of double pay long service leave, a day of long service leave shall be debited from a staff member's long service leave entitlement for each such public holiday.
- (f) All leave entitlements that accrue whilst a staff member takes long service leave shall accrue at the full time rate whilst a staff member takes long service leave at double pay.
- (g) For the purpose of calculating the entitlement of a person to long service leave under this clause at any time:
 - (i) service referred to in this clause includes service before the commencement of this award, and
 - (ii) there must be deducted from the amount of long service leave to which, but for this subparagraph, that person would be entitled:
 - 1. any long service leave, or leave in the nature of long service leave, and
 - 2. the equivalent, in long service leave, of any benefit instead of long service leave or leave in the nature of long service leave, taken or received by that person before that time, including any such leave taken, or benefit received, by that person in accordance with the Public Service (Amendment) Act 1919 as in force at any time, and
 - (iii) the provisions of the Transferred Officers Extended Leave Act 1961 have effect.
- (h) Nothing in paragraph (g) shall be regarded as authorising, in respect of the same period of leave taken or the same benefit received, a deduction under both paragraph (g)(ii) and section 3(7) of the Transferred Officers Extended Leave Act 1961.
- (i) If the services of a staff member with at least 5 years' service as an adult and less than 10 years' service are terminated:
 - (i) by the Chief Executive Officer for any reason other than the staff member's serious and intentional misconduct, or
 - (ii) by the staff member on account of illness, incapacity or domestic or other pressing necessity, the staff member is entitled:
 - (iii) for 5 years' service, to 1 month's leave on full pay, and
 - (iv) for service after 5 years, to a proportionate amount of leave on full pay calculated on the basis of 3 months' leave for 15 years' service (that service to include service as an adult and otherwise than as an adult).

- (j) For the purposes of paragraph (i), "service as an adult", in the case of a staff member employed to do any work for which the remuneration:
- (i) has been fixed by an award of the Commonwealth:
 - 1. made under the Conciliation and Arbitration Act 1904 of the Commonwealth, or
 - 2. made under the Industrial Relations Act 1996, or
 - (ii) has been fixed by an industrial agreement or enterprise agreement made in accordance with or registered under either of those Acts or an agreement or determination made in accordance with the Public Sector Employment and Management Act 2002,

means the period of service during which the remuneration applicable to the staff member was at a rate not lower than the lowest rate fixed under the award, industrial agreement, agreement or determination for an adult male or adult female in the same trade, classification, calling, group or grade as the staff member.
- (k) For the purposes of paragraph (a), service includes:
- (i) service under the Teaching Services Act 1980, and
 - (ii) service as an administrative officer under the Police Service Act 1990, and
 - (iii) any period of leave without pay taken before the commencement of the Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963, and
 - (iv) in the case of a staff member who has completed at least 10 years' service - any period of leave without pay, not exceeding 6 months, taken after that commencement.
- (l) For the purpose of determining whether or not a staff member has completed at least 10 years' service, the staff member's period of service shall be taken:
- (i) to include any period of leave without pay taken before the commencement of the Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963, and
 - (ii) to exclude any period of leave without pay taken after that commencement.
- (m) For the purposes of paragraph (i), "service" does not include any period of leave without pay whether taken before or after the commencement of the Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963.
- (2) Gratuity Payment
- (a) A staff member who has acquired a right to long service leave with pay under this award is entitled, immediately on the termination of the staff members' services, to be paid instead of that leave the money value of the long service leave as a gratuity in addition to any gratuity to which the staff member may be otherwise entitled.
 - (b) Any pension to which any such staff member is entitled under the Superannuation Act 1916 commences from and including the date on which the staff members' long service leave, if taken, would have commenced.
 - (c) Any staff member may elect, on termination of the staff members' services, to be paid the money value of long service leave under this clause or may elect to have the Transferred Officers Extended Leave Act 1961 apply to the periods of service for which the leave has accrued.
- (3) Payment Where Eligible Staff Members have Died

- (a) If an staff member has acquired a right under this award to long service leave with pay and dies before starting it, or after starting it dies before completing it:
- (i) the widow or widower of the staff member, or
 - (ii) if there is no such widow or widower, the children of the staff member, or
 - (iii) if there is no such widow, widower or children, the person who, in the opinion of the Chief Executive Officer, was, at the time of the staff member's death, a dependent relative of the staff member,

is entitled to receive the money value of the leave not taken, or not completed, computed at the rate of salary that the staff member received at the time of his or her death, less any amount paid to the staff member in respect of the leave not taken, or not completed.

- (b) If a staff member with at least 5 years' service as an adult and less than 10years' service as referred to in this clause dies:
- (i) the widow or widower of the staff member, or
 - (ii) if there is no such widow or widower, the children of the staff member, or
 - (iii) if there is no such widow, widower or children, the person who, in the opinion of the Chief Executive Officer, was, at the time of the death of the staff member, a dependent relative of the staff member,

is entitled to receive the money value of the leave which would have accrued to the staff member had his or her services terminated as referred to in this clause, computed at the rate of salary that the staff member was receiving at the time of his or her death.

- (c) If there is a guardian of any children entitled under this clause, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- (d) If there is no person entitled under this clause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to a staff member, payment in respect of that leave must be made to the staff member's personal representatives.
- (e) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.
- (f) If payment of the money value of leave has been made under this award, the Landcom ceases to be liable for payment of any amount in respect of that leave.

(4) Long Service Leave for Temporary Employees

- (a) In this clause, a reference to a staff member includes a reference to a temporary staff member.
- (b) If the period of leave to which a temporary staff member is entitled under this clause exceeds the period for which the temporary staff member is employed under this award, the balance of that period of leave may be granted during subsequent periods of employment with Landcom if each subsequent period of employment commences on the termination of a previous period of employment with Landcom.

51. Leave Without Pay

- (1) The Chief Executive Officer may grant leave without pay to a staff member if good and sufficient reason is shown.

- (2) Leave without pay may be granted on a full-time or a part-time basis.
- (3) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay .
- (4) Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- (5) A staff member who has been granted leave without pay, shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Chief Executive Officer.
- (6) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (7) No paid leave shall be granted during a period of leave without pay.

52. Military Leave

- (1) During the period of 12 months commencing on 1 July each year, the Chief Executive Officer may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the staff member's unit.
- (2) Up to 24 working days military leave per year may be granted by the Chief Executive Officer to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified in subclause (1) of this clause.
- (3) At the expiration of military leave, the staff member shall furnish to the Chief Executive Officer a certificate of attendance signed by the commanding officer or other responsible officer.

53. Special Leave

The Chief Executive Officer shall consider applications for special leave, and where appropriate, shall approve such leave as determined on a case by case basis.

- (1) Special Leave for Jury Service
 - (a) A staff member shall, as soon as possible, notify the Chief Executive Officer of the details of any jury summons served on the staff member.
 - (b) A staff member who, during any period when required to be on duty, attends a from jury service, furnish to the Chief Executive Officer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the Jury Act 1977 in respect of any such period.
 - (c) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Chief Executive Officer shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Chief Executive Officer shall grant, at the sole election of the staff member, available recreation leave on full pay, agreed absences or leave without pay.
- (2) Witness at Court in an Official Capacity

- (a) When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty.
- (b) Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the Corporation.

(3) Witness at Court in Other than an Official Capacity as a Crown Witness

A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

- (a) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (b) pay to Landcom all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

(4) Called as a Witness in a Private Capacity

A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.

(5) Examinations

- (a) Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Chief Executive Officer.
- (b) Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.

(6) Return Home When Temporarily Living Away from Home

- (a) Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month, before or after a weekend or a long weekend, to return home to spend two days and two nights with the family.
- (b) If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or agreed absence to credit or leave without pay, if the operational requirements allow.

(7) Return Home When Transferred to New Location

Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Officers Compensation) Award.

(8) National Aborigines and Islander Day of Commemoration Celebrations

A staff member who identifies as an Aborigine or a Torres Strait Islander may be granted up to one day's special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations.

(9) Other Purposes

Special leave on full pay for other purposes may be granted to staff members at the discretion of the Chief Executive Officer.

(10) Matters Arising from Domestic Violence Situations

When the leave entitlements referred to in clause 54, Leave for Matters Arising From Domestic Violence, have been exhausted, the Chief Executive Officer shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

54. Leave for Matters Arising from Domestic Violence

- (1) The definition of domestic violence is found in clause 5 of this award.
- (2) Leave entitlements provided for in clause 48, Family and Community Service Leave, clause 40, Sick Leave and clause 44, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- (3) Where the leave entitlements referred to in subclause (2) are exhausted, the Chief Executive Officer shall grant Special Leave as per clause 53(10).
- (4) The Chief Executive Officer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (5) Personal information concerning domestic violence will be kept confidential by Landcom.
- (6) The Chief Executive Officer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

55. Staff Development, Training Activities and Study Assistance

The Chief Executive Officer shall grant or refuse applications for staff development and training and/or study time and/or any reimbursement of fees in accordance with arrangements and criteria established in the Landcom Training and Development Policy.

56. Exchanges

- (1) The Chief Executive Officer may arrange staff member exchanges with other organisations both public and private, if the Corporation or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the Corporation's business.
- (2) The conditions applicable to staff members who participate in exchanges will be determined by the Chief Executive Officer according to the individual circumstances in each case.

57. Relocation Package

Negotiated benefits for staff members required by Landcom to relocate will be agreed with individual staff members prior to relocation. The benefits will be equal to, or better than, the current provisions of the Crown Employees (Transferred Officers' Compensation) Award.

The package of variable individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by staff members as a result of relocating from one residential location to another residential location as a necessary consequence of promotion, transfer (for other than disciplinary reasons) or staff exchange to a new work location.

The scope of the package must be defined in broad terms at the time of acceptance of the new position.

58. Termination of Employment

A full time staff member shall give Landcom 10 working days notice prior to resigning from employment. A period of notice is inclusive of Public Holidays.

Notwithstanding the provisions of this clause, the Chief Executive Officer may accept a shorter period of notice or waive the requirement for a period of notice or pay out a period of notice.

The provisions of this clause apply to part time staff members on a pro-rata basis.

59. Working from Home

The Chief Executive Officer may approve applications by staff members to work from home on a temporary, fixed term, or regular basis in accordance with arrangements and criteria as established in the Landcom Working from Home Policy.

60. Private Employment

The Chief Executive Officer may approve applications by staff members to undertake private employment on a temporary, fixed term, or regular basis in accordance with arrangements and criteria as established in Landcom's Private Employment policy.

61. Management of Displaced Staff Members

- (1) Where changes in the workplace result in staff members becoming displaced, Landcom will endeavour to find a permanent placement for such staff members at Landcom.
- (2) Staff members who are declared to be displaced as a result of workplace change shall be entitled, as a minimum, to the entitlements set out in the relevant NSW Government Policy as amended from time to time.
- (3) The Chief Executive Officer may approve applications by staff members for assistance under the Landcom Job Assist Scheme in accordance with arrangements and criteria as established in Landcom's Job Assist Scheme policy.

62. Child Care Arrangements

Landcom shall consult with the Association during the life of the award on the development of child care arrangements based on the Family Day Care Scheme.

63. Performance Management

- (1) Performance Management System
 - (a) The Landcom Performance Management System and associated policy shall be used to identify, develop and evaluate each staff member's work performance and development needs in relation to achieving the key results for each position in compliance with the overall Landcom Strategic Plan, Business Plans and the performance criteria agreed upon for each staff member.
 - (b) Formal appraisals under the Performance Management System shall also be used to assess incremental progression to the next salary point within each salary level.
 - (c) Incremental progression is not an automatic annual entitlement. It is subject to satisfactory performance as recommended and documented by the supervisor in accordance with the Landcom Performance Management System.
 - (d) The salary and performance of each staff member shall normally be reviewed annually.
 - (e) Supervisors may complete additional formal appraisals within this annual cycle.

- (f) Where the result of the annual review shows the result of "unsatisfactory" performance, the supervisor shall take the necessary steps to address the performance problems in consultation with the staff member.
- (g) If performance problems cannot be satisfactorily resolved through undertaking reasonable measures then, as a last resort, commencement of disciplinary action shall begin in accordance with clause 63, Unsatisfactory Performance or Misconduct of this award.

(2) Accelerated Progression

The Chief Executive Officer may decide on accelerated progression through the salary points within the relevant Level shown in the salaries schedule at Appendix B of this award for staff members who are formally assessed to perform at the highest of the five levels available under the Landcom Performance Management System.

64. Unsatisfactory Performance Or Misconduct

- (1) The Chief Executive Officer shall deal with cases of unsatisfactory performance or misconduct in accordance with arrangements and procedures as established in the Landcom Unsatisfactory Performance or Misconduct policy.
- (2) If criminal charges have been laid or a complaint made to a body such as the Independent Commission Against Corruption or the Anti-Discrimination Board, the Chief Executive Officer shall consider whether the matter should be pursued through other means.
- (3) Remedies available to the Chief Executive Officer include summary dismissal for proven serious and wilful misconduct.

65. Anti-Discrimination

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

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

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

66. Association Activities

(1) "On duty" Activities

An Association delegate will be released from the performance of normal Landcom duty in respect of activities specified below and will not be required to apply for leave:

- (a) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the Work Health and Safety Act 2011 and the Regulations;
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before-
 - (i) meetings with management;
 - (ii) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (iii) any other meeting with management.by agreement with management, where operational requirements allow the taking of such time;
- (d) Giving evidence in court on behalf of the employer;

(2) Special Leave Activities

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

- (a) annual or biennial conferences of the Association;
- (b) meetings of the Association's Executive, Committee of Management or Councils;
- (c) annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (d) attendance at meetings called by the Unions NSW involving the Association, which require attendance of a delegate;
- (e) giving evidence before an Industrial Tribunal as a witness for the Association;
- (f) reasonable travelling time to and from conferences or meetings to which the provisions of subclauses (a), (b) and (c) of this clause apply.

(3) Training Courses

- (a) Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members will attract the grant of special leave. The provider(s) of accredited WH&S training courses, and the conditions on which special leave for such courses will be granted, shall be negotiated between the Chief Executive Officer and the Association under a local arrangement pursuant to clause 6 Local Arrangements.
 - (b) Special leave will be granted Association members for attendance at courses organised and conducted by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (c) the operating requirements of Landcom permitting the grant of leave and the absence not requiring employment of relief staff members;
 - (i) payment being at the ordinary time rate, ie excluding extraneous payments such as shift allowances, penalty rates or overtime;
 - (ii) all travelling and associated expenses being met by the staff member or the Association;
 - (iii) attendance at the relevant training course being confirmed, in writing, by the Association or a nominated training provider.
- (4) Period of Notice

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

67. Access to Facilities

Landcom shall provide accredited Association delegates with reasonable access to the following facilities for authorised Association activities:

- (1) telephone, facsimile and, where available, E-mail facilities;
- (2) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (3) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

68. Right of Entry

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

69. Industrial Action

- (1) Provisions of the Industrial Relations Act 1996 shall apply to the right of union members to take lawful industrial action.
- (2) There will be no victimisation of staff members prior to, during or following such industrial action.

70. Technological Change

Landcom shall consult with the Association prior to the introduction of significant technological change(s).

71. Association Deductions

- (1) At the election of the staff member, the Chief Executive Officer shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the Association at fortnightly intervals by Electronic Funds Transfer (EFT).
- (2) The Association shall advise Landcom of any change to the amount of fortnightly membership fees made under its rules at least one month before such changes are to take effect.

72. Public Holidays

- (1) Unless directed to attend for duty by the Chief executive Officer, a staff member is entitled to be absent from duty on any day which is:
 - (a) a public holiday throughout the State; or
 - (b) a local holiday in that part of the State at or from which the staff member performs duty; or
 - (c) a day in the same fortnight in which Christmas Day and New Year's Day occur, determined by the Chief Executive Officer as a public holiday for Landcom staff members.
- (2) A staff member, who is required by the Chief Executive Officer to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- (3) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

73. Community Language Allowance

Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not employed as interpreters and translators or employed in positions where particular language skills are an integral part of the essential requirements of the position shall be paid an allowance as specified at Item 6 of the Monetary Rates Table of this award.

74. Flexible Work Practices

Staff members and Landcom may make use of the flexible work practices outlined in the Public Employment Office document "Flexible Work Practices - Policy and Guidelines".

The flexible work practices include:

Title	Brief Description
1. Part time work	Part time work is work that involves less than the weekly hours for the job.
2. Job sharing	Job sharing is an arrangement whereby one job is shared between part-time staff members.
3. Part time leave without pay	Part-time leave without pay allows staff members currently working full-time to work part-time, with leave without pay for the balance of full-time hours.
4. Career break scheme	This scheme is available for purposes such as extending parental leave, study, travel, personal and professional development, alternative employment and voluntary work.
5. Part year employment	This option allows staff members to take a number of weeks unpaid

- leave in addition to their annual entitlement to recreation leave. Salary is paid for weeks worked, and for recreation leave accrued, and the remaining weeks are unpaid.
6. Variable year employment This option allows staff members to take a period of unpaid leave after working for a pre-arranged period of time. Salary is paid for the time worked, and for recreation leave accrued, and the remaining time is unpaid.
7. Working from home This option allows staff members to work at home for any or all of their usual hours of work, subject to the signing of an individual agreement to do so.

The use of these options will be in accordance with the relevant provisions outlined in the Public Employment Office document, "Flexible Work Practices - Policy and Guidelines". However, the use of these options requires agreement between the staff member, or potential staff member, and the relevant General Manager or their delegate.

For the purposes of this Clause the provisions of Clause 12, Hours of Work of this Award will apply, subject to the following exception:

By agreement between staff member(s) and their manager, the ordinary hours of work may extend beyond the span of 7.30 am to 6.00 pm, Monday to Friday.

The provisions of Clause 7, Dispute Resolution are available to resolve any disputes arising under the terms of this Clause.

75. Secure Employment

(1) Objective of this Clause

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

(2) Casual Conversion

- (a) A casual employee engaged by Landcom on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Landcom shall give a casual employee notice in writing of the provision of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if Landcom fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (2)(a), upon receiving notice under paragraph (2)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to Landcom that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, Landcom shall consent to or refuse the election, but shall not unreasonably so refuse. Where Landcom refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (d) Any casual employee who does not, within four weeks of receiving written notice from Landcom, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with Landcom.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (2)(c), Landcom and the employee shall, in accordance with this paragraph, and subject to paragraph (2)(c), discuss and agree upon:
 - (i) Whether the employee will convert to full-time or part-time employment; and
 - (ii) If it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangement to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

76. Work Health and Safety

- (a) For the purpose of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and /or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A "contact business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and /or person) which is contracted by another employer to provide a specific service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Landcom when engaging a labour hire business and/or a contract business to perform work wholly or partially on Landcom's premises shall do the following (either directly, or 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.
- (c) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

Disputes Regarding the Application of this Clause

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

77. Lactation Breaks

- (a) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (b) A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (c) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (d) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operation requirements of the organisation with the lactating needs of the staff member.
- (e) Landcom shall provide access at the head office to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (f) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (g) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (h) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 40, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 74 Flexible Work Practices of this award, where applicable.

78. Monetary Rates Table

Item No.	Clause No.	Summary Description of Allowances	1 July 2015
1	21	<p>Capital cities and high cost country centres (see list below)</p> <p>Breakfast Allowance Evening Meal Allowance Lunch Allowance</p> <p>Capital Cities</p> <p>Adelaide Brisbane Canberra Darwin Hobart Melbourne Perth Sydney</p> <p>High Cost country centres</p> <p>Alice Springs (NT) Ballarat (Vic) Broken Hill (NSW) Broome (WA) Burnie (Tas) Cairns (Qld) Christmas Island Cocos (Keeling) Islands Dampier (WA) Derby (WA) Devonport (Tas) Exmouth (WA) Gold Coast (Qld) Geelong (Vic) Halls Creek (WA) Horn Island Jabiru (NT) Kalgoorlie (WA) Karratha (WA) Katherine (NT) Kununurra (WA) Launceston (Tas) Maria (SA) Newcastle (NSW) Newman (WA) Nhulunbuy (SA) Norfolk Island Paraburdoo (WA) Pt Hedland (WA) Roebourne (WA) Thursday Island Tom Price (WA)</p>	(ATO rates for 2015-2016)

		Wagga Wagga (NSW) Weipa (Qld) Wilpena (SA) Wollongong (NSW) Wyndham (WA) Yulara (NT) Other country centres Breakfast Allowance Evening Meal Allowance Lunch Allowance	(ATO rates for 2015-2016)
2	26	Use of private motor vehicle during work related duties Official business rate: Engine Capacity over 2600cc 1600-2600cc under 1600cc Casual rate: Engine Capacity over 2600cc 1600-2600cc under 1600cc	77cents 76cents 65cents 30.8cents 30.4cents 26.0 cents
3	28	First Aid allowance: (a) Holder of a current First Aid Certificate and designated First Aid Officer (b) Holder of a Current Occupational First Aid Certificate and designated First Aid Officer	Per Annum \$ 852.00 1,282
4	34(4)	On call allowance	93 cents per hour
5	35(4)	Overtime meal allowance: Breakfast Allowance Lunch Allowance Dinner Allowance	(ATO rates for 2015-2016)
6	73	Community Language Allowance	1,325.00 per annum
7	29	Weekend and Public Holiday Allowance Work on 3 of 4 weekends Work on 2 of 4 weekends	\$ per annum 12,965 8,643

APPENDIX A

(1) Refer to the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

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

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

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

(3) Right to request

(a) An employee entitled to parental leave may request Landcom to allow the employee:

- (i) To extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) To extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) To return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

(c) Employee's request and Landcom's decision to be in writing.

The employee's request and Landcom's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to work part-time

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

(4) Communication during parental leave

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

- (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee shall take reasonable steps to inform Landcom any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify Landcom of changes of address or other contact details which might affect Landcom's capacity to comply with paragraph (a).

APPENDIX B
SALARY SCHEDULE

Landcom Officer classification Officer	1 July 2015 \$ per annum
Level 1 Salary point 1	48,963
Level 1 Salary point 2	52,052
Level 1 Salary point 3	54,342
Level 1 Salary point 4	56,922
Level 2 Salary point 5	61,197
Level 2 Salary point 6	63,547
Level 2 Salary point 7	66,489
Level 3 Salary point 8	69,819
Level 3 Salary point 9	72,776
Level 3 Salary point 10	76,405
Level 4 Salary point 11	80,818
Level 4 Salary point 12	84,054
Level 4 Salary point 13	89,185
Management	
Level 5 Salary point 14	96,635
Level 5 Salary point 15	101,693
Level 5 Salary point 16	106,639
Level 6 Salary point 17	113,148
Level 6 Salary point 18	117,603
Level 6 Salary point 19	122,459
Level 7 Salary point 20	128,713
Level 7 Salary point 21	134,318
Level 7 Salary point 22	141,606
Senior Management	
Level 8 Salary point 23	153,673
Level 8 Salary point 24	160,440
Level 8 Salary point 25	168,050
Level 9 Salary point 26	168,388
Level 9 Salary point 27	180,260
Level 10 Salary point 28	186,294
Level 10 Salary point 29	204,496

M. J. WALTON J , *President*

PARLIAMENTARY REPORTING STAFF (SALARIES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Speaker Legislative Assembly of NSW and The President Legislative Council of NSW.

(No. IRC 347 of 2015)

Before The Honourable Justice Walton, President

19 June 2015

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

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Area, Incidence and Duration
3.	Classifications and Salaries,
4.	All Incidence of Employment Allowance
5.	Hours of Work and Overtime
6.	Leave Entitlements
7.	Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of other Leave Entitlements.
8.	Saving of Rights
9.	Anti Discrimination
10.	Dispute Avoidance and Settling Procedures
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PART B

Monetary Rates

Table 1 - Salaries

Table 2 - All Incidence of Employment Allowance

2. Area, Incidence and Duration

- (a) This award shall apply to the employees employed in the classifications specified in clause 3 Classification and Salaries.
- (b) This award rescinds and replaces the Parliamentary Reporting Staff (Salaries) Award published 30 January 2015, (377 I.G. 39).
- (c) This award shall take effect on and from 1 July 2015 and the award will remain in force until 30 June 2016.

3. Classification and Salaries, Adjustments to Rates of Pay

- (a) The classification of positions covered by this award are specified in Table 1 - Salaries of Part B Monetary Rates.

- (b) The minimum salary for employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (c) The payment of increments under the scale of salaries specified in Table 1 shall be subject to satisfactory performance and the approval of the Editor of Debates.

4. All Incidence of Employment Allowance

In addition to the salary rates prescribed in clause 3 Classifications and salaries, employees shall be paid an all incidence of employment allowance as set out in Table 2 - All Incidence of Employment Allowance of Part B Monetary Rates. This allowance is in respect of all incidents of employment in recognition of the special features of Hansard work notably the long hours worked in sitting periods, the level of skills required to be exercised under sometimes extreme difficulties and the stress and pressure placed on the Hansard staff during sitting periods through the requirements of the Parliament. The allowance is to be treated as salary for all purposes. Hansard staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.

5. Hours of Work

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Editor of Debates.
- (b) Reporting staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.
- (c) The Editor of Debates may require a staff member to perform extended hours of duty associated with the sittings of the Houses of Parliament and their Committees, but only if it is reasonable for the staff member to be required to do so. In determining what is reasonable, the staff member's prior commitments outside the workplace, particularly the staff member's family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during extended periods of work, the impact on the operational commitments of the organisation and the effect on client services.
- (d) The Editor of Debates shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

6. Leave Entitlements

- (a)
 - (i) Annual Leave - Reporting staff shall accrue 30 days annual leave each 12 months of service.
 - (ii) Limits on Accumulation of recreation leave and direction to take leave:

At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Editor of Debates in special circumstances.

Where the operational requirements permit, the application for leave shall be dealt with by the Editor of Debates according to the wishes of the staff member.

The Editor of Debates shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent, and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months, or a longer period if the Editor of Debates considers that appropriate given the requirements of the department.

The Editor of Debates shall notify the staff member in writing when accrued recreation leave reaches 10 weeks or its hourly equivalent and may direct the staff member to take at least 2

weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the department.

- (b) All Reporting Staff working under job-share arrangements are eligible to the leave entitlements which will accrue on a pro-rata basis.
- (c) An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.
- (d) Except where otherwise provided by this Award, Reporting staff shall be entitled to the same leave entitlements as found in clauses 39, 40, 41, 43, 44, 45, 47, 48, 49, 50, 51 and 51A of the Crown Employees (Parliament House Conditions of Employment) Award 2010 or any replacement thereof.

7. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements

7.1 Definitions

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State Personal/Carer's Leave Case (30 August 1996). The person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. 'relative' means - person related to blood, marriage or affinity;
 - 2. 'affinity' means - relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. 'household' means - a family group living in the same domestic dwelling.

7.2 Family and Community Service Leave - general

- (a) The Department Head shall grant to an employee some, or all, of their accrued family and community services leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in sub clause (b). The Department Head may also grant leave for the purposes in sub clause (c). Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (b) Family and Community Service Leave replaces Short Leave.

An employee is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the Editor of Debates approves the grant of leave in the particular case.

7.3 Family and Community Service Leave - entitlement.

- (a) Family and community service leave shall accrue as follows:
 - (i) 2 ½ days in the employee's first year of services;
 - (ii) 2 ½ days in the employee's second year of service; and
 - (iii) one day per year thereafter.
- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discreet, 'per occasion' basis to an employee on the death of a person as defined in Clause 7.1 Definitions above.

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

When family and community service leave, as outlined in subclause 7.3 above, is exhausted, the sick leave provisions under subclause 7.5 may be used by an employee to care for a sick dependant.

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

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in subclause 7.1 Definitions of this clause.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under 7.5 (b) above, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Editor of Debates may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 7.5(c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the

employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

7.6 Time Off in Lieu of Payment for Overtime

There is no provision for time off in lieu of overtime as clause 4, All incidence of Employment Allowance replaces payment for overtime with an annual allowance prescribed in this award.

7.7 Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

7.8 Use of other leave entitlements

The Editor of Debates may grant an employee other leave entitlements for reasons related to family responsibilities, or community service by, the employee. An employee may elect, with the consent of the employer, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

7.9 Grievance and dispute handling process

In the event of any grievance or dispute arising in connection with any part of the provisions of this determination, such a grievance or dispute shall be processed in accordance with the grievance and dispute handling provisions in clause 11 of this award.

8. Saving of Rights

At the time of the making of this award, no employee covered by this award will suffer a reduction in his or her rate of pay or loss or diminution in his or her conditions of employment as a consequence of the making of this award.

9. Anti Discrimination

- (i) It is the Intention of the Parties Bound By This Award to Seek to Achieve the Object in Section 3(F) of the Industrial Relations Act 1996 to Prevent and Eliminate Discrimination in the Workplace. This Includes Discrimination on the Grounds of Race, Sex, Marital Status, Disability, Homosexuality, Transgender Identity, Age and Responsibilities as a Carer
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- (iii) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti- discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause

10. Dispute Avoidance and Settling Procedures

While the steps in the procedure are being followed, normal working arrangements are to continue. However, if because of the nature of a grievance or dispute it is not possible to maintain normal working arrangements while the procedure is being followed, the Clerks may authorise alternative working arrangements.

Step 1

The employee(s) should advise their supervisor as to the nature of the grievance or dispute, request a meeting to discuss it and state the remedy sought. Where possible, the grievance or dispute should be given to the supervisor in writing.

The supervisor and employee(s) should meet within three working days of the grievance or dispute being lodged, in an attempt to resolve the matter.

If the grievance or dispute is not resolved, proceed to Step 2.

Step 2

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and the Editor of Debates. This meeting should be held within five working days of the conclusion of Step 1.

If the grievance or dispute is not resolved, proceed to step 3.

Step 3

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and paid union official, and the Editor of Debates and one or both Clerks and/or their representatives. The meeting should be held within five working days of the completion of Step 2.

If the grievance is not resolved at this stage, the Clerks will provide a written response to the employee(s) who lodged the grievance or dispute. The response will give reasons why any proposed remedy has not been agreed to or implemented.

If the grievance or dispute is not resolved, proceed to Step 4.

Step 4

If the parties agree, the grievance or dispute may be referred to an independent mediator or arbitrator. At this stage, both parties have the right to refer the matter to the Industrial Relations Commission of New South Wales.

11. No Extra Claims

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

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

PART B

MONETARY RATES

Table 1 - Salaries effective from the first full pay period after:

Classification	1 July 2014 \$	1 July 2015 \$
Reporter		
1st year of service	85021	87147
2nd year of service	88436	90647
3rd year of service	93089	95416
4th year of service	96941	99365
5th year of service	99730	102223
Senior Reporter	102689	105256
Sub Editor	110624	113390
Senior Sub Editor	117214	120144
Deputy Editor	124433	127544

Table 2 - All Incidence of Employment Allowance - all classifications

1 July 2014 \$	1 July 2015 \$
17144	17573

M. J. WALTON J, *President*

Printed by the authority of the Industrial Registrar.

PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(No. IRC 207 of 2015)

Before The Honourable Acting Justice Kite, Acting President

28 April 2015

AWARD

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PART B

MONETARY RATES

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2. Definitions

"Local Health District" means a Local Health District as specified in Schedule 1 of the Health Services Act 1997, and, for the purposes of this Award, will also include the Ambulance Service of NSW as described in section 76A of the said Act and also "Statutory Health Corporations" as specified in Schedule 2 of the said Act.

"Blindmaker" means a person appointed as such who is a journeyman/woman engaged in making and/or cutting or measuring or fixing inside window blinds.

"Bricklayer" means a person appointed as such who is employed on bricklaying or tuckpointing work.

"Carpenter" means a person appointed as such who is employed on carpentry work.

"Electrical Tradesperson" means a tradesperson, including an Electrician, in an electrical trade, which includes the following electrical trades:

"Electrical Fitter" means a tradesperson who is mainly engaged in making, fitting or repairing electrical machines, instruments or appliances, and who in the course of his/her work applies electrical knowledge including the welding, fabrication, and erection of brackets and equipment associated with electrical installation work.

"Electrical Mechanic" means a tradesperson who is mainly engaged on electrical installation, repair and maintenance work including the welding, fabrication, and erection of brackets, and equipment associated with electrical installation work.

"Electrical Fitter and Assistant to Chief Engineer - Sydney Hospital" means a person appointed as such, who in addition to undertaking the duties of an Electrical Fitter, assists the Chief Engineer at Sydney Hospital.

"Electrical Fitter and Assistant to Chief Engineer - Other Hospitals" means a person appointed as such, who in addition to undertaking the duties of an Electrical Fitter, assists the Chief Engineer.

"Electrician in Charge of Generating Plant" means an electrician who has complete charge of the whole plant, including the prime mover and generator and is required to run the plant and maintain and attend to the installation generally.

"Plant Electrician" means a tradesperson who is an electrical mechanic or electrical fitter who has practically complete charge of the general maintenance, alteration and repair work of an installation and carries out the orders of an employer having no knowledge of the electrical trade and not carrying on any business in the trade

as a partner or otherwise or carries out the orders of an employer's engineer or other officer who is not a practical electrician.

"Refrigeration and/or Air Conditioning Mechanic or Fitter" means a tradesperson who in the course of his/her work applies electrical trade experience and is mainly engaged on the installation, repair, and maintenance work in connection with electrically operated refrigeration and/or air conditioning units.

"Electrical Instrument Fitter" means a tradesperson, not necessarily an electrical fitter, who is required to design, test and/or repair and maintain electrical and/or electro-pneumatic measuring and/or scientific electrical instruments.

"Employer" means the Director-General, NSW Ministry of Health.

"Fitter" means a person appointed as such who is a tradesperson of one or more of the following classes: mechanical fitter, pipe fitter on refrigeration work and/or high pressure work which includes live steam and hydraulic press work.

"Floor/Wall Tiler" means a person appointed as such and without limiting the meaning of the expression "floor/wall tiler", a person employed in the laying or fixing of tiles, faience, mosaic, ceramic, opalite and the like not exceeding in measurement 930 square centimetres when such opalite and the like is fixed with cement composition.

"Hospital" means any facility operated by a "Local Health District" as defined in this Award.

"Motor Mechanic" means a person appointed as such who is a tradesperson engaged in repairing, altering, overhauling, assembling or testing metal and/or electrical parts of the engine or chassis of motor cars, motor cycles or other motor vehicles.

"Mechanical Tradesperson - Special Class" means a fitter or mechanic who satisfies the requirements for appointment to Level 2 in the classification structure, and who did so, fully or in part, by virtue of having obtained skills and/or knowledge beyond the base trade in hydraulics and/or pneumatics.

"Painter" means a person appointed as such who is engaged in any manner whatsoever in the painting and/or decorating of or in connection with all buildings and structures, plant, machinery, and equipment, fences and posts.

"Plasterer" means a person appointed as such who is employed on internal and/or external plastering and/or cement, including without limiting the generality of the foregoing, fibrous plaster fixing, gypsum plaster board fixing and floorlaying.

"Plumber" means a person appointed as such and without limiting the ordinary meaning of "plumbing", who is engaged on work including lead burning, chemical plumbing, oxy-welding, electric welding and brazing applicable to plumbing work, gas fitting, maintenance, installations and repair of hot and cold water services and hot water and/or steam heating services, air conditioning plants, the making up, fitting and installation of sewage and sewerage systems in sheet lead, galvanised iron, cast iron or any other material which supersedes the materials usually used by plumbers, the fixing of roofing, curtain walling, spouting, downpipes, gutters, valleys, ridging and flashings in any metal or any material, and the fixing, maintenance and repair of metal drain pipes and vent pipes to any building.

"Scientific Instrument Maker" means a person appointed as such who is a tradesperson engaged on the work of manufacturing, repairing, adjusting, and/or testing of optical and scientific instruments, but does not include an employee working exclusively as a tradesperson.

"Signwriter" means a person appointed as such and who in addition to having a knowledge of painting does any of the following work:

Signwriting, designing and/or lettering of tickets and showcards.

Pictorial and scenic paintings, or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto including cutout displays of all description, pictorial, scenic or lettering and without limiting the generality of the foregoing shall include:

- (a) lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning, shall include stone, wood, iron, metal, brick, cement, glass (plain and fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds;
- (b) designing for windows, poster, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners;
- (c) gilding, i.e., the application of gold, silver, aluminium, or any metal leaf to any surface;
- (d) designing and laying out of cutout displays of all descriptions, either pictorial, scenic or lettering;
- (e) screen process work, i.e., the designing, setting up and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass, or any similar material.

Without limiting the general meaning signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.

"Spray Painter" means a tradesperson who is required to prepare all types of surfaces, colour match and apply paint to vehicle panels, vehicle components and whole vehicles with the use of general trade experience.

"Test case decision" means a decision made under Part 3 - National and State Decisions of Chapter 2 of the Industrial Relations Act 1996 or any other decision which the Industrial Relations Commission of New South Wales determines to be a test case having general application to awards in the State.

"Toolmaker" means a person appointed as such who is a tradesperson making and/or repairing any precision tool, gauge, die or mould to be affixed to any machine who designs or lays out his/her work and is responsible for its proper completion and includes any tradesperson engaged in or in connection with the making of any tool, gauge, die or mould as aforesaid who by agreement with the employer is classified as a toolmaker.

"Tradesperson" means any employee who has completed an apprenticeship or holds a relevant trade certificate or equivalent or, is otherwise appointed to any classification under this Award as at 1 September 1997.

"Union" means any or all of the following organisations as the case may be:

Construction Forestry Mining and Energy Union, New South Wales Branch;

New South Wales Plumbers and Gasfitters Employees' Union;

Automotive Food Metal Engineering Printing & Kindred Industries Union - Metals Division and Vehicle Division.

The Electrical Trades Union of Australia, New South Wales Branch.

"Upholsterer" means a person appointed as such who is a journeyman engaged in upholstering.

"Welder 1st Class" means a person appointed as such who is a tradesperson using electric arc and/or oxy-acetylene blow pipe and/or coal gas cutting plant who is required to apply general trade experience as a welder.

"Welder Special Class" means a welder who, in addition to satisfying the requirements of a Welder 1st Class, is required to and is competent to apply general trade experience in welding all the following classes of metals: mild steel, stainless steel, cast iron, aluminium, copper, brass, die cast metal and magnesium.

3. Classification Structure and Labour Flexibility

Tradespersons in the NSW public Health system perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance and the installation, renovation and construction of buildings, plant and equipment. Those tasks include the performance of peripheral and incidental tasks and assisting other staff so as to complete the whole job.

In recognition of the skills and knowledge brought to the performance of tasks by tradespersons, the following classification structure is to be applied from the first full pay period to commence on or after the 1 September 1997.

Trade Classification	% of Weekly Wage	Definition
Level 1	100%	Complete Apprenticeship and/or holds relevant trade certificate or equivalent.
Level 2	105%	120 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 3	110%	240 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 4	115%	360 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.

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

Approved Courses - are TAFE courses and any others that the Employer approves. Ministry of Health Study Leave provisions apply. 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 - The relevant Chief Executive Officer will determine where each tradesperson should be placed within the classification structure.

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 tradespersons in employment as at 1 September 1997, determining whether the skills/knowledge possessed by the tradesperson is equivalent to skills/knowledge acquired from successfully undertaking the approved course.

Where the tradesperson 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 - Progression to classification levels 2, 3 and 4 is to be on the basis of the tradesperson 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.

The employer 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.

Tradespersons at classification levels 2,3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course/s in order to continue to be paid the higher classification level.

Equivalent Skills - For the purposes of progression under the foregoing clause, the Chief Executive Officer may determine that the skills/knowledge possessed by and regularly required of a tradesperson who was in employment as at 1 September 1997, should be considered equivalent to skills/knowledge acquired from successfully undertaking an approved course/s. Any such decision requires that the tradesperson in question be credited with hours equivalent to that of the relevant approved course/s.

No Double Counting - 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, for example, Thermostatic Mixing Valve Allowance and, any functions for which Additional Wage Rates are paid, for example, to Plumbers, Electrical Tradespersons and Welders.

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

Disputes - The Issue Resolution procedures should be utilised if any disputes arise concerning implementation of this clause.

4. Hours and Contract of Employment

- (i) Employment under this Award will be full-time, part-time or casual. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
- (ii) Full-time employees - Hours:
 - (a) "Day Worker" means a worker who works his/her ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 am and at or before 10:00 am otherwise than as part of a shift system.

"Shift Worker" means a worker who is not a day worker as defined.
 - (b) Except as provided elsewhere in this Award the ordinary working hours excluding meal times shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four week cycle. The ordinary hours of work for day workers shall be 8 hours per day worked between 6:00 am and 6:00 pm Monday to Friday inclusive and arranged in a four weekly cycle such that an employee shall be credited with 0.4 of one hour for each day worked with such time accruing as an entitlement to take one day off duty, on pay, in each four weekly cycle of twenty working days.
 - (c) Each day of paid sick or recreational leave taken and any public holiday/s occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
 - (d) An employee who has not 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 allocated day off. Such payment shall also be made to an employee on termination of employment.
 - (e) The accrued allocated day off prescribed in paragraph (b) of this subclause shall be taken as a paid day off unless the employee is required to work that day by the employer to cover unforeseen or emergency circumstances which would impair the productivity of other employees, delay the completion of a project or section thereof or prevent other employees from carrying out maintenance work outside ordinary working hours.
 - (f) Where an employee has been absent on workers' compensation during a 20 day cycle and returns to work prior to his/her next allocated day off duty, in normal sequence, he/she shall be given and shall take such day as though he/she had worked the whole of the 20 day cycle.

- (g) Where an employee is required to work on his/her accrued allocated day off, other than a call back, he/she shall be paid at the rate of time and one-half for the time worked in ordinary hours and at double time for all time worked outside the ordinary hours on that day and the employer and employee shall confer with the view of substituting another day off, in lieu thereof, in the current 20 day cycle. Should it be impractical for such a day to be substituted in the current 20 day cycle, it shall be given and taken as soon as practicable after the commencement of the next 20 day cycle in sequence.
 - (h) Where an employee requests, and the employer agrees to a temporary change of the allocated day off in the four weekly cycle, no penalty payments shall be payable to an employee in respect of the change of the allocated day off. Similarly no penalty payments shall be payable to the employee where he/she and the employer agree to change the allocated day off, in the four weekly cycle, on a permanent basis.
 - (i) When an employee's allocated day off duty, on pay; as prescribed by paragraph (b) of this subclause, falls on a public holiday as prescribed by clause 22, Public Holidays, and clause 23, Picnic Day, the next working day shall be taken in lieu of the allocated day, unless an alternative day in that four weekly cycle (or the next four weekly cycle) is agreed to between the employer and the employee.
 - (j) The ordinary hours of work of shift workers exclusive of meal times shall be 8 hours per shift with 0.4 of one hour at ordinary rates for each shift worked accruing as an entitlement to take one shift off duty, on pay, in each cycle of four weeks such that 19 shifts of eight hours (152 hours in total) are worked in each cycle.
 - (k) Each shift worker shall be free from duty for not less than two full days in each week or where this is not practicable, four full days in each period of two weeks and where practicable such days shall be consecutive.
 - (l) Except at regular changeover of shifts an employee shall not be required to work more than one shift in each period of twenty-four hours.
 - (m) Shift rosters shall specify the commencing and finishing times of the ordinary working hours of the respective shifts.
 - (n) The method of working shifts may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment or in the absence of agreement by seven days notice of alteration given by the employer to the employee.
 - (o) Before shift work is introduced into any hospital or section thereof, the proposals relating thereto shall be conveyed to the Health Administration Corporation for its approval and to afford it an opportunity to discuss such proposals with representatives of the employer and the union or unions concerned.
 - (p) There shall be allowed, without deduction of pay, a tea break of twenty minutes between 9:00 am and 11:00 am, or at such other time as may be mutually agreed upon, provided however that employees shall not necessarily take it at the same time or in the same location. Where practicable such tea break shall be taken at the nearest facility to the workplace and at the convenience of the employer.
- (iii) Part Time Employment:
- (a) A part-time employee is one who is permanently appointed by the employer to work a specified number of hours in a roster cycle. The specified hours must be less than those prescribed for a full-time employee.
 - (b) Employees engaged under this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate relevant to their classification and shall be entitled to all other

benefits not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

This includes pro rata of appropriate weekly allowances and pro rata of appropriate daily allowances in the same proportion as actual hours on a day bears to eight. A part-time employee shall not be entitled to an additional day off or part thereof as prescribed by this Award and shall not be entitled to Public Holidays where the employee would not have worked that day pursuant to his/her usual roster.

(c) The minimum number of hours per shift worked is four hours. The maximum ordinary hours which may be worked within a 7 day period (coincidental with the pay period) is thirty two. Days of work and starting and finishing times may be varied at any time by agreement, or by the employer with notice having regard to the employees circumstances.

(d) All time worked by part-time employees in excess of eight hours on any shift, or beyond the rostered finishing time of the majority of full-time employees employed on that shift in the section concerned, shall be overtime and paid for at the rate of time and one half for the first two hours and double time thereafter, except that on Sunday such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

Extensions to the time worked on any shift, up to and including eight hours, or up to and including the rostered finishing time of the majority of full-time employees employed on that shift in the section concerned, whichever occurs first, 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.

(e) Part-time employees shall have their pro-rata entitlements calculated by the average of ordinary hours worked per annum. In this respect ordinary hours worked means their contracted hours and any additional hours worked at ordinary rates of pay. In other words, hours which include extensions to shifts referred to in (d) above.

(iv) Termination of Weekly Employment - One week's notice of termination of employment shall be given by the hospital or the employee, respectively, but when the conduct of an employee justifies instant dismissal such notice of termination of employment shall not apply; provided that should an employee fail to give the prescribed notice such employee shall be liable to the forfeiture of one week's wages. Where the services of an employee are terminated without due notice he/she shall be paid one week's salary in lieu thereof.

(v) Casual Employment:

(a) A casual employee shall mean a person engaged for a period of less than the hours prescribed for full-time employees in clause 4, Hours and Contract of Employment, but shall not include any person employed under an unemployment relief scheme.

(b) A casual employee shall be paid 15 per centum in addition to the rate calculated by adding the weekly wage and tool allowance for the class of work which he/she performs.

(c) A casual employee who is requested to report for work shall be paid a minimum of 2 hours pay for each start.

(vi) All employees:

(a) Except for meal breaks, at the discretion of the employer, the ordinary hours of work shall be worked continuously provided that no employee shall be required to work for more than 5 hours without a meal break.

(b) Painters shall be allowed five minutes before lunch and before the cessation of the day's work or shift to clean and put away their brushes, tools, etc.

- (vii) Locally negotiated hours of work patterns which are in place as at 1 September 1997 are preserved. Such work patterns are known to exist at Northern Sydney Area Health Service (12 hour shifts), Central Sydney Area Health Service (12 hour shifts) and Western Sydney Area Health Service (9 day fortnight). The preservation of those work patterns includes the preservation of other conditions and administrative arrangements altered/adopted locally to supplement and or accommodate the existence of those work patterns.

4A. On Call

- (i) The employer shall advise all employees and the Union(s) of any proposal to introduce an on call roster, including the proposed details of the roster.
- (ii) An employee required by his or her employer to be on call, otherwise than as provided in (iii) hereof shall be paid the allowance as set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iii) An employee required to be on call on rostered days off shall be paid the allowance set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iv) On call rostering arrangements shall be determined in consultation with affected employees and having regard to the availability and training of employees placed on the on call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.
- (v) Wherever possible the employer shall supply a mobile telephone and or pager to an employee rostered on call.
- (vi) Where provided with a mobile telephone or pager a rostered employee must remain near the mobile telephone which must remain switched on unless a pager has been provided. Alternatively an employee not provided with a mobile telephone or pager must remain available via their home telephone. A rostered employee shall be available to answer calls personally and must not utilise an answering machine.
- (vii) An employee rostered on call must contact the employer/hospital immediately it becomes known that the employee shall be unavailable for rostered duty.
- (viii) The employee must be able to respond appropriately within a reasonable time frame as determined by the employer.
- (ix) Where appropriate an employee rostered on call may be provided with a motor vehicle.
- (x) The employer shall ensure that all employees who participate in the after hours service are provided with any training necessary to respond effectively to calls received.
- (xi) When an employee is recalled to work, payment is in accordance with clause 5(v).

4B. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months

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 sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
 - (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
 - (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
 - (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
 - (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions 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 which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Workplace Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

5. Overtime

- (i) For all work done outside ordinary hours, (inclusive of time worked for accrual purposes as prescribed in clause 4, Hours and Contract of Employment and Clause 21, Shift Work) the rates of pay shall be time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.
- Except as provided in this subclause or subclause (ii) of this clause, in computing overtime each day's work shall stand alone, except where overtime is continuous from the previous day.
- (ii) Rest period after overtime - when overtime work is necessary it shall wherever reasonably practicable be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between these times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of his/her employer such an employee resumes or continues 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.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (a) For the purpose of changing shift rosters; or
 - (b) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace the absent shift worker; or
 - (c) Where a rostered shift is altered by arrangement between the employees themselves.
- (iii) Overtime worked on a Saturday or Sunday not being a public holiday shall be paid for as follows:
- (a) Saturday - time and one half for the first two hours and double time thereafter with a minimum payment of four hours except where such overtime is continuous with overtime commenced on the previous day.

All overtime work after twelve noon on a Saturday shall be paid for at double time.
 - (b) Sunday - double time for all time worked with a minimum payment for four hours. Payment of double time for overtime worked on a Sunday shall continue until the employee is relieved from duty.
- (iv) Overtime worked on Public Holidays:
- (a) Overtime worked on a public holiday as prescribed by clause 22, Public Holidays, shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours at such rate.
 - (b) Overtime worked on a public holiday and which continues beyond twelve midnight into the next day not being a public holiday shall be paid for at the same rate for a public holiday until such time as the employee is relieved from duty.
- (v) Call back:
- (a) An employee recalled to work after leaving the premises (including the allocated day off, on pay) shall be paid for a minimum of four hours work at the appropriate rate for each time he/she is so recalled; provided that, except in unforeseen circumstances arising, the employee shall not be required to work the full minimum number of hours prescribed above if the work he/she was recalled to perform is completed within a shorter period.
 - (b) An employee recalled to work overtime as prescribed by paragraph (a) of this subclause shall be paid all fares and expenses reasonable incurred in travelling to and from his/her place of work.

Provided further that where an employee elects to use his/her own mode of transport, the employee shall be paid a Transport Allowance as provided by Determination made under the Health Services Act 1997, as varied from time to time. .

- (c) The provisions of this subclause shall apply in the case of employees on call back as if eight hours were substituted for ten hours in subclause (ii) of this clause, unless such call back occurs after an employee has worked continuing overtime from the normal shift immediately preceding the call back.
- (vi) Temporary night work - Wherever it may be necessary for a "day worker" to work temporary night work in the course of alteration or renovations of a building.
 - (a) No employee who is employed during ordinary hours shall be employed on temporary night work except at overtime rates or vice versa.
 - (b) A meal break of not less than 20 minutes shall be allowed during such shift.
 - (c) An employee employed for less than five continuous shifts (inclusive of the allocated day off, on pay, as prescribed in clause 4, Hours and Contract of Employment) in any working week shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours at such rate.
 - (d) The rate of pay for temporary night work shall be time and one half.
 - (e) Start and finishing times for temporary night work shall be agreed upon mutually between the employer and the employees concerned.
- (vii) Meal hours - Work done during meal hours and thereafter until a meal hour break is allowed shall be paid for at double time rates. An employee shall not be compelled to work for more than five hours without a break for a meal.
- (viii) Meal money - An employee required to work overtime in excess of one and one half hours after working ordinary hours shall be paid by his/her employer an amount set out at Table 3 to meet the cost of a meal. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

After the completion of each four hours on continuous overtime shall be paid an amount set out at Table 3 for each subsequent meal in addition to his/her overtime payment, but such payment need not be made to employees living in the same locality as their places of work who can reasonably return home for meals.
- (ix) Transport of employees - When an employee after having worked overtime or a shift for which he/she has not been regularly rostered finishes work at a time when reasonable means of transport are not available the employer shall provide him with a conveyance to his/her home, or pay him his/her current wage for the time reasonably occupied in reaching his/her home (provided that this subclause shall not apply to an employee who uses his/her own vehicle to travel to and from his/her place of work).
- (x) Reasonable overtime:
 - (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
 - (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;

- (iii) the needs of the workplace or enterprise;
 - (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.
- (xi) Cribs:
- (a) An employee who is required to work overtime for one and one half hours or more after the normal creasing time inclusive of time worked for accrual purposes as prescribed in clause 4, Hours and Contract of Employment, and Clause 21, Shift Work, shall be allowed, at the expiration of the said one and one half 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.
 - (b) When 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 pm which meal break shall be taken without loss of pay.

6. Wages

- (i) The weekly wages of full-time employees shall be as set out in Table 1.
- (ii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of the Industry Allowance, paid in consideration for:
 - (a) working in the open and there being subjected to climatic conditions, i.e., dust blowing in the wind, brick dust, drippings from concrete, etc.;
 - (b) sloppy conditions;
 - (c) lack of usual amenities associated with factory work e.g., meal rooms, change rooms, lockers, etc.
- (iii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of the Hospital Trades Staff Allowance, paid in recognition of the responsibility, specialised skills, flexibility and discretion exercised by such tradespersons and the environment in which they work.
- (iv) The weekly wages and allowances for Apprentices shall be as set out in Table 4. The conditions of employment within this Award which specifically refer to Apprentices will be applied to Apprentices.

6A. 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 Clause 6 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 6B. Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent 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 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.

6B. Salary Packaging

- (i) 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 Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

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

- (ii) Where an employee elects to package an amount of salary:
- (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to 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.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe 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.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.

- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

7. Additional Wage Rates

- (i) Electrician - An electrician who is the holder of a Qualified Supervisors Certificate or Contractors licence shall be paid an amount per week set out at Grade A of Table 2. An electrician who is the holder of a Certificate of Registration shall be paid an amount per week set out at Grade B of Table 2.
- (ii) Lead Burner - The ordinary rates for lead burners shall be calculated by adding to the rate prescribed for journeymen plumbers in this Award the sum per hour set out at Table 2.
- (iii) Plumber - The ordinary rates for plumbers are increased by the weekly amounts (or pro rata hourly for Part-time/Casual) set out in Table 2 for all purposes for acting on various licences or combinations thereof as set out:
- (a) when required to act on plumber's licence;
 - (b) when required to act on gasfitter's licence;
 - (c) when required to act on drainer's licence;
 - (d) when required to act on plumber's and gasfitter's licence;
 - (e) when required to act on plumber's and drainer's licence;
 - (f) when required to act on gasfitter's and drainer's licence;
 - (g) when required to act on plumber's, gasfitter's and drainer's licence.

A plumber who may be required by his/her employer to act on his/her licence or licences during the course of his/her employment shall be paid at the rate per hour mentioned in this Award for every hour of his/her employment whether he/she had in any hour in fact acted on such licence or not.

Gasfitting licence shall be deemed to include coal gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (iv) A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a Certificate of Registration shall be paid the amount per hour set out at Table 2 in addition to his/her ordinary rate of pay. This allowance shall be paid for all purposes of the Award with the exception of clause 21, Shift Work, and clause 5, Overtime, in which cases it shall be paid as a flat rate and not be subject to penalty addition.
- (v) Electric Welding - An employee being the holder of a Department of Industrial Relations oxy-acetylene or electric welding certificate who may be required by his/her employer to act on either of his/her certificates during the course of his/her employment shall be entitled to be paid for every hour of his/her employment on work the nature of which is such that it is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum per hour set out at Table 2 with a minimum payment of one hour per day for each certificate in addition to the rates of a journeyman plumber in this Award.
- (vi) Computing Quantities - Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed shall be paid an additional amount per day or part thereof set out at Table 2.

- (vii) An employee being the possessor of a boiler attendant's certificate who is required to supervise or operate a boiler shall for each week he/she is so required to be paid in addition to the rates prescribed an amount set out at Table 2.
- (viii) BMC Operators:
- (a) Tradespersons employed on rotational shiftwork in building maintenance centres attending computerised systems monitoring the status and functions of plant and equipment connected thereto and attending to alarms recorded thereon shall be paid an allowance per week as set out at Table 2 above the Award margin prescribed for their respective trade classifications. Such allowance shall be paid for all purposes of the Award and subject to wage indexation increases.
 - (b) In addition to the foregoing such tradesperson/s shall also be paid the tool allowance prescribed for their respective trade classification under this Award.
 - (c) Tradespersons attending the computerised system shall hold their work station for a period of one quarter of an hour at shift change over to acquaint the oncoming shift with the status of the plant and equipment or maintenance work in hand. Such time shall be counted as time worked and paid for at overtime rates.
- (ix) Motor mechanics who are required to inspect and issue certificates of inspection in respect of the road worthiness of motor vehicles shall be paid an amount set out at Table 2 for each vehicle inspected plus an amount per day set out at Table 2 whilst actually at work.
- (x) In addition to the ordinary rate paid to an Electrical Tradesperson (Electrical Fitter/Mechanic and Refrigeration and/or Air Conditioning Mechanic or Fitter), the following types of Electrical Tradespersons (see Definitions) shall be paid the weekly amounts (or pro rata hourly for Part-time/Casual) set out at Table 2 for all purposes:
- Electrical Fitter & Assistant to Chief Engineer - Sydney Hospital;
 - Electrical Fitter & Assistant to Chief Engineer - Other Hospitals;
 - Electrician in Charge of Generating Plant less than 75 Kilowatts;
 - Electrician in Charge of Generating Plant 75 Kilowatts or more;
 - Plant Electrician.
- (xi) In addition to the ordinary rate paid to a Welder 1st Class, a Welder Special Class as defined shall be paid the weekly amount (or pro rata hourly for Part-time/Casual) set out at Table 2 for all purposes.

8. Tool Allowances

Employees shall be paid tool allowances for all purposes as for Table 1, except Electrical Trades classifications (Electrical Tradesperson and Electrical Instrument Fitter), who shall be paid tool allowances for all purposes as for Table 2. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

9. Leading Hands

- (i) Leading Hand Electrician:
- (a) For the purposes of this subclause, Leading Hand means any electrical worker (not being a Foreman) who is placed in charge of work on which 4 or more employees or 2 or more electrical mechanics or fitters in addition to him/herself are engaged. Any worker who receives orders from an officer, and is placed in charge as herein set out in the absence of such officer, shall be deemed to be a leading hand whilst so placed in charge of the work carrying out such orders.

- (b) A leading hand electrician as defined herein shall be paid an additional amount per week set out at Table 2.
- (ii) Leading Hand, other than Electrician:
 - (a) An employee appointed to be in charge of up to and including 5 employees shall be paid an amount per week extra as set out at Table 2.
 - (b) An employee appointed to be in charge of more than 5 and up to and including 10 employees shall be paid an amount per week extra as set out at Table 2.
 - (c) An employee appointed to be in charge of 11 or more employees shall be paid an amount per week extra as set out at Table 2.

10. Special Rates

In addition to the wages, additional wage rates and allowances of this Award, the following special rates and allowances shall be paid to employees:

- (i) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid an amount per hour extra as set out at Table 2. Where the work continues for more than two hours, employees shall be entitled to a rest period of twenty minutes every two hours without loss of pay.
- (ii) Confined Spaces - Employees working in a place the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation shall be paid an amount per hour extra as set out at Table 2.
- (iii) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned and for which no other special rates are prescribed shall be an amount per hour extra as set out at Table 2.
- (iv) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid an amount per hour extra as set out at Table 2 and the same amount again extra for every additional 3 metres. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose 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 employees working on a suitable scaffold erected in accordance with the Occupational Health and Safety Act 2000.
- (v) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid an amount per hour extra as set out at Table 2; in places where the temperature exceeds 54 degrees Celsius, such employees shall be paid an additional amount per hour as set out at Table 2. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours work, without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.
- (vi)
 - (a) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slagwool, fibreglass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid an amount per hour extra as set out at Table 2 or part thereof whilst so engaged.
 - (b) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such

safeguards include the mandatory wearing of protective equipment such employees shall be paid an amount per hour extra as set out at Table 2 whilst so engaged.

- (vii) Smoke-boxes, etc. - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an amount per hour extra as set out at Table 2; provided that an employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid an amount per hour extra as set out at Table 2.
- (viii) Wet Places:
- (a)
- (1) An employee working in a place where water other than rain is falling so that his/her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid an amount per hour extra as set out at Table 2; provided that his/her extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
- (2) Where an employee is required to work in the rain he/she shall be paid an amount per hour extra as set out at Table 2 for the time so worked.
- (b) An employee called upon to work knee-deep in mud or water, shall be paid an amount per day extra as set out at Table 2 in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- (ix) Acid Furnaces, Stills, etc:
- (a) A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid an amount per hour extra as set out at Table 2. This additional rate shall be regarded as part of the wage rate for all purposes of the Award.
- (b) An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid an amount per hour extra as set out at Table 2. This additional rate shall be regarded as part of the wage rate for all purposes.
- (x) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid an amount per hour extra as set out at Table 2.
- (xi) Swing Scaffolds:
- (a) An employee other than a plasterer, working in a bosun's chair or on a swing scaffold shall be paid an amount as set out at Table 2 for the first four hours whilst so engaged thence an amount per hour as set out at Table 2.
- (b) Plasterers working in a bosun's chair or on a swing scaffold shall be paid an amount per hour extra as set out at Table 2 more than that rate applicable to other employees, in paragraph (a) above.
- (c) An employee shall not raise or lower a bosun's chair or swing scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swing scaffold alone.
- (xii) Spray Application - An employee engaged on all spray applications carried out in other than a properly constructed booth, approved by the Department of Industrial Relations shall be paid an amount per hour extra as set out at Table 2.

- (xiii) Working Secondhand Timber - Where, whilst working secondhand timber, a Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber he/she shall be entitled to an allowance per day extra as set out at Table 2 on each day upon which his/her tools are so damaged; provided that no allowance shall be so payable under this clause unless it is reported immediately to the employer's representative on the job in order that he/she can prove his/her claim.
- (xiv) 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 an amount per hour extra as set out at Table 2 with a minimum payment of one hour.
- (xv) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid an amount per day extra as set out at Table 2.
- (xvi) Morgues - An employee required to work in a morgue shall be paid an amount per hour extra as set out at Table 2 whilst so employed.
- (xvii) Toxic and Obnoxious Substances:
 - (a) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or material of a like nature shall be paid an amount per hour extra as set out at Table 2.
 - (b) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid an amount per hour extra as set out at Table 2 for any time worked when the air conditioning plant is not operating.
 - (c) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Ministry of Health, New South Wales.
 - (d) Employees working in close proximity to employees so engaged shall be paid an amount per hour extra as set out at Table 2.
 - (e) For the purpose of this clause, all materials which are toxic or which include, or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (xviii) Employees working in areas accommodating psychiatric patients shall be paid an amount per hour extra as set out at Table 2 whilst so engaged.
- (xix) Animal House - An employee required to work in an animal house shall be paid an amount per hour extra as set out at Table 2 whilst so employed.
- (xx) Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.
- (xxi) Asbestos Eradication - Application: This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.

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

Control: All aspects of asbestos eradication work shall be conducted in accordance with the Occupational Health and Safety Act 2000 and the Occupational Health and Safety Regulation 2001.

Rate of Pay: In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive an amount per hour extra as set out at Table 2 in lieu of special rates as prescribed in clause 10, Special Rates, with the exception of subclauses (i) Cold Places; (v) Hot Places; (xi) Swing Scaffold; (xii) Spray Application; and (xiii) Working Secondhand Timber.

Other Conditions: The conditions of employment rates and allowances, except so far as they are otherwise specified in this Clause shall be the conditions of employment, rates and allowances of the Award as varied from time to time.

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

(xxiii)

(a) Tradespersons who are employed to work in psychiatric hospitals (i.e., formerly 5th Schedule Hospitals) shall be paid an amount per hour extra as set out at Table 2.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates. Provided further that the allowance shall not be paid for work carried out in such areas as may be agreed upon between the respondent unions and the Director-General, NSW Ministry of Health.

(b) Geriatric Hospitals - Employees working or required to work in Allandale and Garrawarra hospitals shall be paid an amount per hour extra as set out at Table 2. Employees working or required to work in Lidcombe Hospital shall be paid an amount per hour extra as set out at Table 2.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates.

11. Thermostatic Mixing Valve

An allowance per week as set out at Table 2 shall be paid to licensed plumbers who hold a Thermostatic Mixing Valve Certificate from a College of Technical and Further Education and who are required to service thermostatic mixing valves.

12. Chokages

Subject to clause 10, Special Rates, if an employee is employed upon any chokage and is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material or a scupper containing sewage or if he/she is required to work in a septic tank in operation he/she shall be paid an amount as set out at Table 2 per day or part thereof.

13. Fouled Equipment

An employee who in working on any equipment containing body fluids or body waste encounters such matter shall be paid an amount set out at Table 2 per day or part thereof: Provided that this allowance shall not apply in circumstances where the allowance prescribed in clause 12, Chokages, would otherwise be payable.

14. Excess Fares and Travelling Time

(i) An employee who on any day or from day to day is required to work at a job away from his/her accustomed place of work shall, at the direction of his/her employer present him/herself for work at such job at the usual starting time and shall be paid an amount set out at Table 3 for each such day. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award. Where the travelling time and fares are in excess of those normally incurred in travelling to his/her accustomed place of work the employee shall also be paid that amount of such excess which exceeds that above amount.

(ii) An employee who, with the approval of the employer, uses his/her own means of transport for travelling to or from outside jobs, shall be paid a Transport Allowance as provided by Determination made under the Health Services Act 1997, as varied from time to time. .

- (iii) Where the employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the union prior to notice of changed accustomed place of work being given. Such discussions should include consideration of the impact of the change on affected employees.

The employer shall give the employee one calendar month's notice of the requirement to report to a new accustomed place of work.

Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.

Where a change to the accustomed place of work would impose unreasonable hardship on the employee, the employer may agree to apply the entitlements of PD2007_085, as amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

Do not have the effect of providing a set of entitlements which are overall less beneficial than any relevant 'test case' decision as defined.

If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter may be referred to the Ministry of Health, Workplace Relations Branch, and/or, the Industrial Relations Commission consistent with the Issues Resolution Procedure.

- (iv) Some Provisions of Former Enterprise Agreements Preserved. The provisions of clauses 16 and 17 of the former Central Sydney Area Health Service Skilled Trades Wages Agreement 1994 and clause 20 of the former Southern Sydney Area Health Service Engineering & Maintenance Services Enterprise Agreement 1994 are preserved as if those clauses continue to apply to those Area Health Services (and successors) under this Award.

15. Payment and Particulars of Wages

- (i) Wages shall be paid weekly or fortnightly; provided that, for the purpose of adjustments of wages, from time to time effective, the pay period shall be deemed to be weekly. On each pay day the pay shall be made up to a day not more than three days prior to the day of payment.
- (ii) Wages shall be paid into a nominated bank or other accounts, except in isolated areas where payment will be made by cheque to a given address.
- (iii) Notwithstanding the provision of subclause (ii) of this clause, an employee who has been given one week's notice of termination of employment, in accordance with clause 4, Contract of Employment and Hours, shall be paid all moneys due to him/her prior to ceasing duty on the last day of employment. Where an employee is dismissed or his/her services are terminated without due notice, in accordance with the said clause, any moneys due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than 48 hours thereafter.
- (iv) On each pay day an employee, in respect of the payment then due shall be furnished with a statement, in writing, containing the following particulars, namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid, and the purpose of which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (v) Where retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages with a separate statement containing particulars as set out in subclause (iv) of this clause.

16. Higher Duties Allowance

- (i) Where a Leading Hand is on his/her allocated day/s off, on pay, and another employee relieves in the position for that day only, no higher duty allowance shall be paid.
- (ii) Except as provided for in subclause (i) of this clause an employee engaged for more than two hours on any day or shift on duties carrying a higher rate than his/her ordinary classification or entitling him/her to a leading hand allowance shall be paid the higher rate or allowance as the case may be for such day or shift. Where the period of relief, on any day, is for two hours or less the employee acting in the higher classification shall only be paid the higher duty allowance for the time so worked.
- (iii) Except as provided for in subclause (i) of this clause where an employee is required to act as a leading hand at the commencement of a day or shift he/she shall be paid the appropriate allowance for the whole of such day or shift.

17. Accumulation of Additional Days Off

Full-time employees may accumulate up to five ADOs (as measured at any one point in time), subject to the mutual agreement of the employee and local management. The limit on the accumulation right means that any employee who has already accumulated five ADOs must take the sixth ADO accruing to him/her as and when it falls due in accordance with roster.

Any ADOs accumulated but not taken as at the date of termination, shall be paid out at ordinary rates as part of the usual termination entitlement.

The parties recognise that accrual of ADOs may not be possible in all settings and circumstances.

Records of all time accrued owing to and taken by employees must be maintained by management.

18. Special Conditions

- (i) Employees engaged in installing brine or ammonia pipes or repairs to same or who work on other destructive materials, who have their clothing or boots destroyed or damaged, shall be reimbursed the amount of damage sustained.
- (ii) All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acid or acid fumes. At all times, the regulation under the Workplace Health and Safety Act 2011 shall be complied with.
- (iii) Each employee working in battery rooms or like places where acids or caustic soda are stored or used, shall be provided with gloves, overalls and rubber boots to be periodically disinfected in accordance with the requirements of the Ministry of Health for disinfecting clothing while in use.
- (iv) The employer shall provide to each employee a suitable gas mask at the place of work when the employee is required to work on a live gas service.
- (v) X-ray - An employee working in an infectious area shall be X-rayed at the employer's expense and in the employer's time after each six months or at the termination of his/her employment, whichever is the sooner.
- (vi) Sufficient, suitable and serviceable ear muffs and face masks shall be made available for the use of employees required to work in areas where noise levels are excessive and in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to radioactive material.
- (vii) No employee shall be required to use a paint brush exceeding five inches in width or eight ounces in weight (or their metric equivalents) or a kalsomine brush exceeding eight inches (or its metric equivalent) in width.

- (viii) An employee shall not be required to use a roller in excess of twelve inches in width on the painting of ceilings or walls.

19. First-Aid Equipment

The employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit including a stretcher.

20. Amenities

The provisions contained in the "Accommodation and Amenities" Clause of the Health Employees Conditions of Employment (State) Award shall apply to employees covered by this Award.

21. Shift Work

- (i) Definitions - for the purpose of this clause:

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

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

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

- (ii) Shift workers whilst on afternoon or night shifts shall be paid 15 per centum more than the ordinary rate for such shifts. Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights (including the allocated day off on pay) shall be paid at the rate of time and one-half for the first three hours and double time thereafter.
- (iii) Saturdays - The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rates shall be in substitution for and not cumulative upon the shift premium prescribed in subclause (ii) of this clause.
- (iv) Sundays and Holidays:
- (a) Shift workers whose ordinary working hours include work on a Sunday shall be paid at the rate of double time.
- (b) Shift workers whose ordinary working hours include work on any of the public holidays referred to in clause 22, Public Holidays, shall be paid at the rate of double time and one-half.
- (c) Where shifts commence between 11 pm and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.
- Where shifts fall partly on a holiday that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.
- (d) The rates prescribed in paragraphs (a) and (b) of this subclause shall be in substitution for and not cumulative upon the shift premium prescribed in subclause (ii) of this clause.

22. Public Holidays

- (i)
- (a) 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: Provided that, if the employee so elects, he/she may be paid one half day's pay in addition to the weekly rate and have one day added to his/her period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.
 - (b) For the purpose 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, local Labour Day, Christmas Day and Boxing Day.
 - (c) Day workers are to be paid one days pay in addition to the weekly rate for each public holiday, other than Easter Saturday, falling on non-working Saturdays.
 - (d) Shift workers rostered off duty (other than on their allocated day off duty on pay) on a public holiday shall:
 - (1) be paid one day's pay in addition to the weekly rate; or if the employee so elects;
 - (2) have one day added to his/her period of annual leave.
 - (e) The election referred to in paragraphs (a) and (d) 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.
- (ii) Transfer of Additional or Local Public Holiday - In addition to those public holidays specified in paragraph (b) of subclause (i) of this clause, employees shall be entitled to one extra public holiday each year. Such public holiday is to be taken in the Christmas/New Year period or other suitable period, on a date determined by the employer, or on another date where agreed by the parties. Such public holiday shall substitute for any day or half day duly proclaimed and observed as a public holiday within the area in which the employer is situated.

23. Picnic Day

- (i) The first Monday in December of each year shall be the Union's Picnic Day.
- (ii) All employees shall as far as practical be given and shall take this day as the Picnic Day and shall be paid therefore as for 7.6 hours work at the rate of pay prescribed in clause 6, Wages, with 0.4 of a hour accruing for the allocated day off, on pay. Any employee required to work on Picnic Day shall be paid at the rate of double time and one-half for all time worked on such day with a minimum payment for four hours work. Provided that an employee who is required to work on Picnic Day and fails to comply with such requirement shall not be entitled to payment for the day.
- (iii) An employer may require from an employee evidence of his/her attendance at the picnic and the production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.

24. Special Tools, Clothing and Sharpening Tools

- (i) The employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of tradespersons.

- (ii) Where such a grindstone or carborundum stone is not driven by mechanical power, the employer shall provide assistance in turning the grindstone or carborundum stone.
- (iii) Saw sharpening and tool grinding may be done by the employee during the progress of the work.
- (iv) Where paragraphs (i) and (ii) of this clause are not observed by the employer, the employer shall pay for or provide for grinding of the tools.
- (v) The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
 - (a) Bricklayers - Scutch combs; hammers (excepting mash and brick hammers); rubber mallets and T squares.
 - (b) Carpenters - Dogs and cramps of all descriptions; bars of all descriptions over 61 cm long; augers of all sizes; star bits and bits not ordinarily used in a brace, including dowelling bits; hammers (except claw hammers and tack hammers); glue pots and glue brushes; dowel plates; trammels, hand thumb screws and soldering irons.
 - (c) Plasterers shall be provided with overalls when required to brush on to walls and ceilings bondcrete, plasterweld, or similar substances. The approved grass brush to perform the work prescribed in this subclause shall be provided by the employer.
 - (d) Plumber - Metal pots; mandrills; long dummies; stock and dies for iron, copper and brass pipes; cutters; tongs; vices; taps and drills; ratchets; files; cramps, caulking tools; hacksaw and blades; welding and brazing outfits, goggles where necessary and liquid petroleum gas equipment where necessary and all shop tools, the usual kit bag of tools only to be supplied by the employee.
 - (e) Electricians - An employer shall provide for the use of tradespersons a hacksaw and blades; all power tools; special purpose tools; precision measuring instruments and electrical measuring and/or testing instruments where the use of such equipment is reasonable and necessary.
 - (f) Painters and Signwriters to be supplied with all brushes.
 - (g) All power tools shall be provided where in the opinion of the employer they are necessary.
- (vi)
 - (a) Clause 24 (vi) shall not apply to employees of the Ambulance Service.
 - (b) Sufficient, suitable and serviceable protective attire shall be supplied, free of cost to each employee required to wear it, provided that any employee to whom new attire or a part thereof has been supplied by the hospital who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
 - (c) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
- (vii)
 - (a) Clause 24 (vii) shall not apply to employees of the Ambulance Service.
 - (b) Sufficient, suitable and serviceable overalls or alternative garments, as may be agreed to between tradespersons and the employer, in lieu of overalls, shall be laundered by the employer.
 - (c) If the overalls or alternative garments of the employee cannot be laundered by or at the expense of the employer, an allowance as set out at Table 3 per week shall be paid to such employee.

During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

- (d) Any employee to whom overalls or alternative garments have been supplied by the employer, who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
 - (e) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
- (viii) Ambulance Service Uniform and Protective Clothing.
- (a) The Ambulance Service shall provide each new employee with sufficient, suitable and serviceable uniforms as determined by the Ambulance Service.
 - (b) Uniforms shall be issued to all maintenance officers annually on the employee's anniversary date.
 - (c) The issue of uniforms shall be to the value contained in Table 3. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
 - (d) The ambulance service shall provide any other special clothing which the ambulance service requires the employee to wear.
 - (e) Articles of special clothing issued under subclause (d) shall be replaced by the Ambulance Service on the basis of sufficient, suitable and serviceable clothing when required.
 - (f) Articles of special clothing issues under subclause (d) shall remain the property of the Ambulance Service and shall be returned upon the request of the Ambulance Service.
 - (g) Any request for uniform replacement by the Ambulance Service or the employee will not be reasonably refused.
 - (h) In the event of any difficulties with the application of the above provisions, the Award 'Issues Resolution Procedures' may be utilised.
 - (i) Where the Ambulance Service elects not to launder, or not to have laundered at its own expense the overall or alternative garments to overalls of maintenance officers, the employee is to be paid the laundry allowance per week as set out in Table 3.
- (ix) In the event that it is necessary for an employee in the course of his/her duties to use tools other than those of his/her own trade, such tools shall be supplied by the employer.

25. Climatic and Isolation Allowance

- (i) Subject to subclause (ii) of this clause, persons employed in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out at Table 2 per week 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 towns in the order stated, namely, Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (ii) Persons employed in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out at Table 2 per week in addition to the salary to which they are otherwise entitled.

The line shall be drawn as follows: commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns, in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (iii) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

26. Damage to Or Loss of Clothing Or Tools

- (i) An employee whose clothing, footwear or tools are spoiled by acids or sulphur, other deleterious substance or fire, due to the circumstances of his/her employment shall be recompensed by his/her employer to the extent of his/her loss.
- (ii) The employer shall insure and keep insured, to the extent of the amount set out at Table 3, clothing and tools of employees against loss, destruction or damage by fire, acid or other deleterious substances or breaking and entering whilst securely stored on the employers' premises. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- (iii) The employer shall provide at the place of work a suitable and secure weather-proof lock-up solely for the purpose of storing employees tools. Where such lock-up is not provided and tools are stolen by reason of the employers default he/she shall compensate the employee to the extent of his/her loss.
- (iv) The employee shall, if requested to do so, furnish the employer with a list of his/her tools.
- (v) The limit on insurance coverage is described in subclause (ii) and prescribed in Table 3. This limit shall not apply to Motor Mechanics employed in the Ambulance Service provided that an agreed list of tools has been provided by the Motor Mechanic and signed by both the Motor Mechanic and the Fleet Manager for the Ambulance Service.

27. Transport of Employee's Tools

- (i) Where an employee in the course of a normal working day is required to travel from one location to another, or from place to place outside of workplace precincts the employer shall provide transport for the employee and all necessary tools of trade. However, should the employee, with the approval of the employer, use his/her/her own means of transport then they shall be entitled to a Transport Allowance as provided by Determination made under the Health Services Act 1997, as varied from time to time. .
- (ii) On termination of employment of an employee leaving the employer's premises by public transport, the employer shall provide transport for the employee's tools to the nearest public conveyance except where the employee gives notice or is dismissed for misconduct.

28. Annual Leave

- (i) All employees: See Annual Holidays Act 1944.
- (ii) Where an employee's allocated day off duty, on pay, falls due during a period of annual leave such day shall be taken on the next working day immediately following the period of annual leave.
- (iii)
 - (a) Employees who are rostered to work their ordinary hours on Sundays and/or public holiday during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:
 - (1) if 35 ordinary shifts on such days have been worked - one week (five working days);

- (2) if less than 35 ordinary shifts on such days have been worked and the employees work 38 hours per week - proportionately calculated on the basis of 38 hours' leave for 35 such shifts worked;
 - (3) if less than 35 ordinary shifts on such days have been worked and the employees work less than 38 hours per week - proportionately calculated on the basis of leave equivalent to the number of hours ordinarily worked per week for 35 such shifts worked. The calculations referred to above shall be made to the nearest one-fifth of the ordinary hours (38 hours) worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
- (b) Provided further that on termination of employment shift workers shall be entitled to payment for any untaken annual leave due under this subclause (on the basis of 7.6 hours per day) together with payment for any untaken annual leave in respect of an uncompleted year of employment.
- (iv) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
- (v) A shift worker shall be paid, whilst on annual leave his/her ordinary pay plus shift allowance and weekend penalties relating to ordinary time the shift worker would have worked if he/she had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for the allocated day off duty on pay which may fall on the first day off duty in the annual leave period or for public holidays which occur during the period of annual leave or for days which have been added to the annual leave in accordance with the provisions of clause 22, Public Holidays.
- (vi) Employees shall be entitled to an annual leave loading of 17 per cent, or shift penalties as set out in subclause (v) of this clause, whichever is the greater.

The conditions relating to the grant of leave loading are set out in the Ministry of Health Circulars 74/166 and 75/251.

29. Long Service Leave

- (i)
- (a) Each employee shall be entitled to two months' long service leave on full pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months' long service leave for each ten years' service.
- From 21 November 2005, if an employee has completed seven years of continuous service with the employer, the employee is entitled to access his/her long service leave on a pro-rata basis per completed year of service.
- (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.
- (c) Where the services of an employee with at least seven years' service are terminated by the employer, or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.
- (ii) For the purposes of subclause (i) of this clause -
- (a) service shall mean continuous service in one or more hospitals/Ambulance Service. Service shall be deemed continuous if it meets the provisions as set out in clauses 3 and 4 of Schedule 3A of the Public Sector Employment and Management Act 2002;

- (b) broken periods of service in one or more hospitals/Ambulance Service shall count as service subject to the following:
 - (1) where an employee, after ceasing employment in a hospital/Ambulance Service, is re-employed in a hospital/Ambulance Service subsequent to 1st January, 1973, any service of that employee before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that employee in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed.
 - (2) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, but who was not entitled to count broken service under the provisions of the Award in force prior thereto shall not be entitled to count such broken service until he/she has completed at least five years' continuous service from the date upon which he/she commenced his/her current period of employment.
 - (3) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, and who was entitled to count broken service under the provisions of the Award in force prior thereto shall be entitled to count such broken service prior to 1st January, 1973.
 - (c) service shall not include any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after the 1st January, 1973.
- (iii) An employee with an entitlement to long service leave, may elect to access their entitlement:
- (a) on full pay, or
 - (b) on half pay, or
 - (c) on double pay.
- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:
- (a) for each period of long service leave taken on full pay - the number of days so taken,
 - (b) for each period of long service leave taken on half pay - half the number of days so taken,
 - (c) for each period of long service leave taken on double pay - twice the number of days so taken,
- (v) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (vi) Long service leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination; provided that where an employee is transferring between hospitals and or Ambulance Service he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this subclause.

- (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service, dies, the widow or widower, the children of such employee, or if there is not such widow, widower or children such person who, in the opinion of the employer was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his/her services terminated as referred to in paragraph (b) of subclause (i) and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- (viii) Except as provided for in subclause (ix) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this Award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this Award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (ix) An employee who is employed in a hospital, to which Clause 25 Climatic and Isolation Allowance applies as at the 1st January, 1973, shall be granted long service leave in accordance with the long service leave provisions in force prior to the 1st January, 1973, in lieu of the provisions provided by this Award, where such benefits are more favourable to the employee.
- (x)
- (a) Where an employee has accrued the right to an allocated day off duty, on pay, prior to entering on a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.
- (b) In all other circumstances the accrued time in credit (accumulated at 0.4 of one hour for each day worked in the 20 day work cycle immediately preceding the leave) shall count towards payment for the next allocated day off duty, on pay, occurring in sequence after the employee's return to duty.
- (c) Provided further that no accrual of 0.4 of an hour shall be attracted to the paid days off during the period of long service leave and such days shall be paid for at the rate of 7.6 hours per day.

Notwithstanding the foregoing the employee on returning to duty from long service leave shall be given his/her next allocated day off duty, on pay, in sequence irrespective of whether sufficient credits have been accumulated or not."

30. Sick Leave

- (i)
- (a) A full-time employee shall be entitled to sick leave on full pay calculated by allowing eighty ordinary hours off work for each year of continuous service up to 24 May 1982, and 76 ordinary hours thereafter for each further year of continuous service provided that for the purpose of determining an employee's sick leave credits as at 24 May 1982, sick leave in hand shall be proportioned on the basis of 80:76 and henceforth each day's absence shall be deducted at 7.6 hours.

- (b) Employees of the Ambulance Service who (as at 27 March 2000) were accruing sick leave at the rate of 15 days per annum will continue to do so. This accrual is specific to those employees on a personal basis and will not flow to any other employees.
 - (c) All periods of sickness shall be certified to by the Medical Superintendent, or by a legally qualified Medical Practitioner, provided however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as not to warrant such requirements.
 - (d) The employer shall not change the rostered hours of work of an employee, fixed by the roster or rosters applicable to the employee, seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
 - (e) An employee shall not be entitled to sick leave until after three months' continuous service.
 - (f) Service for the purpose of this clause shall mean service in a public hospital/Ambulance Service and shall be deemed to have commenced on the date of engagement by a public hospital/Ambulance Service in respect of any period of employment with that hospital/Ambulance Service.
 - (g) "Continuous Service" for the purposes of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) of clause 29, Long Service Leave, excepting that all periods of service in any hospital/Ambulance Service (providing such service is not less than three months' actual service) shall be counted.
 - (h) Each employee shall take all reasonably practicable steps to inform the employer of his/her inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
- (ii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

31. Miscellaneous Leave Conditions

- (i) Employees shall be granted Repatriation Leave in accordance with Ministry of Health Policy Directive 2006_095, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (ii) Employees shall be granted Study Leave in accordance with Ministry of Health Policy Directive 2006_066, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (iii) Employees shall be granted Defence Leave in accordance with Ministry of Health Policy Directive 2006_013, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (iv) Employees shall be granted severance pay in accordance with the Ministry of Health Policy Directive 2007_085, as it is amended or superseded from time to time, provided that such amendments or

successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

31A. Family and Community Service Leave and Personal/Carers Leave

- (i) Family and community services (FACS) leave and personal/carer's leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees.
- (iii) Casual employees are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave

(i) FACS Leave - General

- (a) For the purpose of this clause relating to FACS leave:

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

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

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

- (b) The appropriate Chief Executive or authorised delegate may grant FACS leave to an employee:

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

- (ii) FACS leave replaces compassionate leave.

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

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

- (iv) FACS Leave - entitlement

- (a) The maximum amount of FACS leave on full pay that may be granted to an employee is:
- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
 - (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995, whichever method provides the greater entitlement.
- (b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from 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 take FACS leave for a full 8 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 6 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 6 days entitlement.

- (c) 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 eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

- (v) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (i) (a) of Part A of this clause.

- (vi) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

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

B. Personal/Carer's Leave

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

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

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

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

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

(ii) Use of sick leave to care for the person concerned - entitlement

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (i) of Part B of this clause.
- (b) Other than a casual or any other 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.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.

- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
 - (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
 - (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.
- (iii) Use of other leave entitlements
- An employee may elect, with the consent of the employer, to take:
- (a) annual leave, including annual leave not exceeding 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 5 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.
 - (b) long service leave; or
 - (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
- (iv) Time off in lieu of payment of overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (iv)(a) 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 twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 5, Overtime.
- (v) Use of make-up time
- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 4 of this Award, at the ordinary rate of pay.

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

C. Entitlements For Casual Employees

(i) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

(ii) Personal carers entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause, 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 (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

31B. Maternity, Adoption and Parental Leave

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave

To be eligible for paid maternity leave a full time or part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

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

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or

- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

(ii) Portability of Service for Paid Maternity Leave

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

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the public sector service as defined in the Public Sector Employment and Management Act 2002 will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

(iii) Entitlement to Paid Maternity Leave

An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(iv) Unpaid Maternity Leave

- (a) Full time and part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.
- (b) Full time and part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice should indicate the period of leave desired and must include a medical certificate stating the expected date of birth.

(vi) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the Industrial Relations Act 1996.

(vii) Staffing Provisions

In accordance with obligations established by the 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.

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

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual, sick and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual, sick and long service leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(ix) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(x) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 70 of the Industrial Relations Act 1996. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(xi) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xii) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xiii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position

In accordance with the obligations set out in Section 66 of the Industrial Relations Act 1996, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

B Adoption Leave

(i) Eligibility

All full time and part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or part-time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

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

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

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

where the child is over the age of 12 months 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.

(iv) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(v) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Staffing Provisions

As per maternity leave conditions.

(vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

(viii) Right to Return to Previous Position

As per maternity leave conditions.

C Parental Leave

(i) Eligibility

To be eligible for parental leave a full time or part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act 1987.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees 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.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

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

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and

- (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

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

As per maternity leave conditions.

(vii) Right to Return to Previous Position

As per maternity leave conditions.

D Right to Request

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

- (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
- (b) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
- (c) 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.

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

(iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.

(iv) Where an employee wishes to make a request under subclause (i)(c):

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

E Communication During Leave

- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

F Casual Employees

- (i) Casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).
- (ii) 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 the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

32. Issues Resolution Procedures

The parties agree that every effort will be made to settle any grievance or dispute amicably between the parties as quickly as possible and that they will comply with the following procedures:

- (i) When any dispute develops at a particular work place which cannot be resolved, discussion should firstly take place between the employee/s and the immediate supervisor to try and resolve the matter. If it cannot be resolved at this level then:
- (ii) The matter should be raised with the supervisor by the employee/s or their union representative, if it cannot be resolved then:-
- (iii) Discussions shall include representatives of senior management of the Area Health Service and relevant union/s, if it cannot be resolved, then:-
- (iv) When all the above steps have been exhausted, either party may submit the dispute to the Industrial Relations Commission which may exercise its functions under the Industrial Relations Act 1996.
- (v) Nothing in these procedures will preclude the Local Health District and any union concerned from entering into direct negotiations in any matter. Nor will these procedures preclude a Local Health District or relevant union from seeking the assistance of the Industrial Relations Commission on any health or safety issue of concern to the employees in question.

- (vi) 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. A Local Health District will consult with relevant unions in relation to any proposal that work done in the Health Service by tradespersons covered by this Award be contracted out.

33. Living Away from Home Allowance

- (i) Where an employee is required to work at a place other than his/her/her normal place of work and the distance or travelling facilities make it reasonably necessary for the employee to temporarily reside at other than his/her/her normal residential accommodation the employer shall provide suitable free accommodation and meals for the employee or pay an allowance as set out at Table 3 per day. Where two or more employees are involved then uniformity of application of this provision shall prevail unless an employee or employees request otherwise. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- (ii) All fares and travelling expenses involved in conveyance of the employee and his/her/her tools of trade to or from such temporary places of residence shall be paid by the employer: Provided no fares or expenses shall be paid where:
- (a) An employee travels to or from such place of temporary residence without the approval of the employer or
- (b) the employee terminates his/her/her own employment or is dismissed by the employer for gross or wilful misconduct.
- (iii) Time spent in travelling (outside normal working hours) to or from temporary places of residence shall be paid for at ordinary rates of pay provided that no employee shall receive payment for more than eight hours travelling time on any one day irrespective of whether work has been performed on that day or not.

34. Exhibition of Award

See section 361 of the Industrial Relations Act 1996, which provides for the exhibition of industrial instruments in the workplace.

35. Consultative Committees

Each Local Health District and the Ambulance Service shall establish a Trades Staff Consultative Committee (the Committee) on the following basis:

The Committee will consist of an equal number of representatives nominated by the employer and representatives of the tradespersons covered by this Award as nominated by the Unions.

The Committee is intended by the parties to advise and assist the statewide Productivity Savings Committee on all productivity savings issues and provide a local forum for information exchange and consultation. To these ends, the Committee will meet during normal working hours as often as is reasonably required.

Union officials and other management employees can be invited to attend meetings on an ad hoc basis where it is considered appropriate by either employee or employer representatives on the Committee. However, such attendance will not constitute membership of the Committee.

The parties intend that the operation of the Committee will in no way diminish the rights and obligations of the parties in relation to Award Issues Resolution Procedures. The Committee may participate in the resolution of industrial issues the subject of Award Issues Resolution Procedures where it is of the view that it is reasonable to do so and provided that such participation shall not prejudice the rights of any party.

36. Union Dues

Subject to an employee's written authorisation, the employer will automatically deduct union dues from the pay of union members, subject to current payroll practice and restrictions.

37. Rights of Union Delegates

An employee appointed as union delegate shall, upon notification to the employer, be recognised as an accredited representative of the union and shall be allowed reasonable time during working hours to interview the employer (or representative) on matters affecting those he/she represents.

38. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3 (f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) 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 for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

39. No Extra Claims

- (i) 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.
- (ii) 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 provisions in this Award.

40. Area, Incidence and Duration

- (i) This Award shall apply to employees (and apprentices where specifically referred to) of the classifications mentioned in clause 2, Definitions who are employed by the Director General, NSW Ministry of Health. Such employment being within the state of New South Wales, excluding the County of Yancowinna, within the jurisdiction of the Public Hospitals Skilled Trades Industrial Committee.

- (ii) This Award replaces and rescinds the Public Health Service Employees Skilled Trades (State) Award published 16 August 2013 (375 IG 584) and all variations thereof.
- (iii) The Award shall take effect on and from 1 January 2015 and remain in force until 31 December 2015.

PART B

MONETARY RATES

Table 1
Weekly Wages

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

(Note: Excepting for Electrical Trades classifications, tool allowances are expense-related allowances).

Description	01/01/2015 per week \$
Fitter/Motor Mechanic	
Level 1	929.70
Level 2 (Level 1 plus 5%)	976.10
Level 3 (Level 1 plus 10%)	1022.60
Level 4 (Level 1 plus 15%)	1069.10
Welder 1st Class	
Level 1	929.70
Level 2 (Level 1 plus 5%)	976.10
Level 3 (Level 1 plus 10%)	1022.60
Level 4 (Level 1 plus 15%)	1069.10
Mechanic Tradesperson Special Class is paid as Fitter/Motor Mechanic Level 2 plus Tool Allowance from 1/7/97 and thereafter. Welder Special Class is paid as Welder 1st Class plus Additional Wage Rates plus Tool Allowance.	
Plumber	
Level 1	938.50
Level 2 (Level 1 plus 5%)	985.50
Level 3 (Level 1 plus 10%)	1032.50
Level 4 (Level 1 plus 15%)	1079.30
Plumbers acting alone on Plumbers/Drainers/Gasfitters licences and combinations are paid as Plumber plus Additional Wage Rates plus Tool Allowance.	
Carpenter	
Level 1	932.10
Level 2 (Level 1 plus 5%)	978.70
Level 3 (Level 1 plus 10%)	1025.30
Level 4 (Level 1 plus 15%)	1071.90
Painter/Spray Painter	
Level 1	932.10
Level 2 (Level 1 plus 5%)	978.70
Level 3 (Level 1 plus 10%)	1025.30
Level 4 (Level 1 plus 15%)	1071.90
Signwriter	
Level 1	952.70
Level 2 (Level 1 plus 5%)	1000.40

Level 3 (Level 1 plus 10%)	1048.00
Level 4 (Level 1 plus 15%)	1095.70
Plasterer	
Level 1	932.10
Level 2 (Level 1 plus 5%)	978.70
Level 3 (Level 1 plus 10%)	1025.30
Level 4 (Level 1 plus 15%)	1071.90
Bricklayer	
Level 1	932.10
Level 2 (Level 1 plus 5%)	978.70
Level 3 (Level 1 plus 10%)	1025.30
Level 4 (Level 1 plus 15%)	1071.90
Floor/Wall Tiler	
Level 1	932.10
Level 2 (Level 1 plus 5%)	978.70
Level 3 (Level 1 plus 10%)	1025.30
Level 4 (Level 1 plus 15%)	1071.90
Upholsterer	
Level 1	963.10
Level 2 (Level 1 plus 5%)	1011.30
Level 3 (Level 1 plus 10%)	1059.30
Level 4 (Level 1 plus 15%)	1107.50
Blindmaker	
Level 1	924.60
Level 2 (Level 1 plus 5%)	970.90
Level 3 (Level 1 plus 10%)	1017.20
Level 4 (Level 1 plus 15%)	1063.40
Electrical Tradesperson	
Level 1	986.40
Level 2 (Level 1 plus 5%)	1035.80
Level 3 (Level 1 plus 10%)	1085.00
Level 4 (Level 1 plus 15%)	1134.40
Electrical Instrument Fitter	
Level 1	1033.30
Level 2 (Level 1 plus 5%)	1084.90
Level 3 (Level 1 plus 10%)	1136.60
Level 4 (Level 1 plus 15%)	1188.30
Elec Fitter & Ass to Chief Eng.-Syd Hosp/Elec Fitter & Ass to Chief Eng - Other Hosp/Plant Elec/Elec in Charge of Generating Plant are paid as Electrical Tradesperson plus Additional Wage Rate plus Tool Allowance.	
Scientific Instrument Maker	
Level 1	960.50
Level 2 (Level 1 plus 5%)	1008.60
Level 3 (Level 1 plus 10%)	1056.60
Level 4 (Level 1 plus 15%)	1104.60
Tool Maker	
Level 1	960.50
Level 2 (Level 1 plus 5%)	1008.60
Level 3 (Level 1 plus 10%)	1056.60
Level 4 (Level 1 plus 15%)	1104.60

Table 2

Additional and Special Rates/Allowances

(Including Tool Allowance for Electrical Trades)

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause	Allowance Type	01/01/2015 \$
4A(ii)	On-call - Rostered on duty (per 24 hours)	21.82
4A(iii)	On-call - Rostered off duty (per 24 hours)	43.11
7(i)	Electricians License Grade A Grade B	44.93 24.50
7(ii)	Lead Burner	0.92
7(iii)	Plumbers - combination of licenses Plumbers license Gasfitters license Drainers license Plumbers & gasfitters license Plumbers & drainers license Gasfitters & drainers license Plumbers, gasfitters & drainers license	44.60 44.60 36.33 58.87 58.87 58.87 82.04
7(iv)	Plumbers/Gasfitters/Drainers Reg. Cert	0.89
7(v)	Electric Welding	0.68
7(vi)	Computing Quantities	5.61
7(vii)	Boiler Attendants Certificate	6.92
7(viii)	BMC Operator	35.99
7(ix)	Motor Mechanic Motor Mechanic per day	0.70 2.85
7(x)	Elec Fitter & Asst to Chief Eng.-Sydney Hospital Elec Fitter & Asst to Chief Eng.-Other Hosp. Electrician in Charge of Generating Plant less than 75 kilowatts. Electrician in charge of Generating Plant 75 Kilowatts or more Plant Electrician	63.42 50.59 18.63 64.70 60.84
7(xi)	Welder Special Class	11.58
8	Tool Allowance - Electrical Trades	18.50
9(i) (b)	Leading Hand Electrician	60.84
9(ii)	Leading Hand - Other than Electricians	
(a)	I/C up to 5 employees	46.38
(b)	I/C 6 up to 10 employees	60.63
(c)	I/C over 10 employees	77.69
10(i)	Cold Place	0.74
10(ii)	Confined Spaces	0.89
10(iii)	Dirty Work	0.74
10(iv)	Height Money	0.74
10(v)	Hot Places - 46C-54C	0.74
	Hot Places - more than 54C	0.89
10(vi)(a)	Insulation Material	0.89
10(vi)(b)	Asbestos	0.89
10(vii)	Smoke Boxes etc Oil fired Boiler	0.54 1.83
10(viii)(a)(1)	Wet Places - other than rain	0.74
10(viii)(a)(2)	Rain	0.74
10(viii)(b)	Mud Allowance	5.69
10(ix)(a)(b)	Acid Furnaces etc.	3.74
10(x)	Depth Money	0.74

10(xi)(a)	Swing Scaffolds other than plasterers: First four hours Thereafter	5.29 1.10
10(xi)(b)	Swing Scaffolds - plasterers	0.17
10(xii)	Spray Application	0.74
10(xiii)	Working Secondhand timber	2.82
10(xiv)	Roof Work	0.74
10(xv)	Explosive Powered Tools	1.75
10(xvi)	Morgues	0.84
10(xvii)(a)	Toxic, Obnox - Epoxy Materials	0.89
10(xvii)(b)	Toxic, Obnox Sub A/C not operating	0.62
10(xvii)(d)	Close proximity to above	0.74
10(xviii)	Psychiatric Patients (PH Ward)	0.62
10(xix)	Animal House	0.50
10(xxi)	Asbestos Eradication	2.46
10(xxiii)(a)	Psychiatric Hospitals	1.43
10(xxiii)(b)	Geriatric Allowances: Allandale/Garrawarra Lidcombe (former)	0.52 0.47
11	Thermostatic Mixing Valve	24.44
12	Chokages	8.51
13	Fouled Equipment	8.51
25(i)	Climatic and Isolation Allowance	8.06
	Climatic and Isolation Allowance	16.21
	Apprentice Passing Exams: 1st Year 2nd year 3rd Year	1.52 4.71 6.23

Table 3**Expense Related Allowances**

(Including Tool Allowances for all Trades other than Electrical)

Expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

The date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause	Allowance Description	01/07/2013
8	Tool Allowance Fitter, Motor Mechanic	\$29.10
8	Tool Allowance Plumber	\$29.10
8	Tool Allowance Carpenter	\$29.10
8	Tool Allowance Painter, Spray Painter, Signwriter	\$7.10
8	Tool Allowance Welder 1st Class	\$29.10
8	Tool Allowance Plasterer	\$29.10
8	Tool Allowance Bricklayer	\$20.80
8	Tool Allowance Floor/Wall Tiler	\$20.80
8	Tool Allowance Upholsterer/Blindmaker	\$8.20
8	Tool Allowance Scientific Instrument/Tool Maker	\$29.10
5(viii)	Meal Allowance for meal on overtime	\$24.20
	For each subsequent meal	\$10.30
14(i)	Employee required to work at a job away from accustomed place of work (per day)	\$19.70
24(vii)(c)	Laundry Allowance (per week)	\$0.93
26(ii)	Damage to clothing and tools - insurance to the extent of	\$1,639.10

33	Living away from home allowance: Per week Per day	\$464.80 \$66.50
24 (viii)	Ambulance Service - Uniform provided up to the value of	\$366.90

Table 4**Apprentices Wages and Allowances**

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Description	01/01/2015 per week \$
Apprentice Plumber	
1st Year	405.50
2nd Year	539.10
3rd Year	696.30
4th Year	805.20
Apprentice Fitter	
1st Year	405.50
2nd Year	539.10
3rd Year	696.30
4th Year	805.20
Apprentice Electrician	
1st Year	405.50
2nd Year	539.10
3rd Year	696.30
4th Year	805.20
Apprentice Carpenter	
1st Year	405.50
2nd Year	539.10
3rd Year	696.30
4th Year	805.20
Apprentice Painter	
1st Year	405.50
2nd Year	539.10
3rd Year	696.30
4th Year	805.20
Apprentice Bricklayer	
1st Year	405.50
2nd Year	539.10
3rd Year	696.30
4th Year	805.20
Tool Allowances for Apprentices are the same as those of the corresponding Tradesperson at Table 1, except for Apprentice Electricians, who will be paid the Tool Allowance for Electrical Trades at Table 2.	
Other Allowances at Table 2, which are relevant to Apprentices (disability allowances etc), will also apply. This includes the Allowances for Apprentices passing exams.	

P. M. KITE, A J, Acting President

ROADS AND MARITIME SERVICES (TRAFFIC SIGNALS STAFF) AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Maritime Services Division of the Government of New South Wales.

(No. IRC 364 of 2015)

Before Commissioner Tabbaa

18 June 2015

AWARD

PART A

SECTION ONE - APPLICATION AND OPERATION

1. Title

This Award will be known as the Roads and Maritime Services (Traffic Signals Staff) Award 2015. The terms of this Award will apply to Traffic Signals Staff employed as members of the Transport Service in the RMS Group.

2. Arrangement

Clause No.	Subject Matter
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PART A

SECTION ONE - APPLICATION AND OPERATION

1. Title
2. Arrangement
3. Definitions
4. Purpose of this Award
5. Area, Incidence and Duration
6. No Extra Claims
7. Grievance Resolution
8. Dispute Settlement Procedure
9. Anti Discrimination

SECTION TWO - TERMS OF EMPLOYMENT AND RELATED MATTERS

10. Employment Categories

Section Three - Hours of Work, Breaks, Overtime, Shiftwork and Related Matters

11. Working Hours
12. Shift Work
13. Overtime

SECTION FOUR - WAGES, ALLOWANCES AND RELATED MATTERS

14. Compensatory Travel Leave and Payments
15. Salaries
16. Minimum and Maximum Payments
17. Incremental Progression
18. Higher Duties Relief
19. Salary and Grade Appeals
20. Allowances and Expenses
21. Provision of Tools

SECTION FIVE - LEAVE AND PUBLIC HOLIDAYS

22. Public Holidays
23. Recreation Leave
24. Long Service Leave
25. Sick Leave
26. Family and Community Service Leave
27. Maternity Leave
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34. Deduction of Union Membership Fees
35. Contracting Out

PART B

Table 1 - Salaries

Table 2 - Allowances and Expenses

APPENDIX A - Workplace Reform

APPENDIX B - Grievance Resolution Procedure

APPENDIX C - Glossary of Terms

3. Definitions

- 3.1 "RMS" means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the Government Sector Employment Act 2013 to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the Public Sector Employment and Management Act 2002 was abolished, staff moved to the Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this Award, references to "RMS" refer to the business of the Roads and Maritime Services rather than to the employer).

- 3.2 "Staff" shall mean the Traffic Signals classifications set out in Part B, Monetary Rates, employed as members of the Transport Service in the RMS Group.
- 3.3 "ETU" shall mean the Electrical Trades Union of Australia, New South Wales Branch.
- 3.4 "RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.

- 3.5 "Transport Service" means the Transport Service of New South Wales established by the Transport Administration Act 1988.

4. Purpose of this Award

- 4.1 The main purpose of this Award is to ensure that the Roads and Maritime Services, the staff in the RMS Group and the ETU are committed to continually improving all areas of the Roads and Maritime Services Authority to achieve lasting customer satisfaction and increased productivity.
- 4.2 RMS is totally committed to improving the way in which it performs its operations to ensure it meets customers' needs.
- 4.3 This Award is made on the understanding that the salaries and conditions existing for employees at the date on which this Award takes effect shall not be reduced merely as a consequence of the coming into operation of this Award.

5. Area, Incidence and Duration

- 5.1 This Award will be known as the Roads and Maritime Services (Traffic Signals Staff) Award 2015.
- 5.2 This Award applies to Traffic Signals Staff employed within the Traffic Signals classification set out in Part B, Monetary Rates as members of the Transport Service in the RMS Group.
- 5.3 This Award will remain in force for a period of two (2) years from 1 July 2015, and rescinds and replaces the Crown Employees (Roads and Maritime Services Traffic Signals Staff) Award published 28 March 2014 (376 I.G. 30) as varied.
- 5.4 Staff covered by this Award will receive a 2.5% increase in base rates of pay operative from the first full pay period to commence on or after 1 July 2015, and a further 2.5% increase in base rates of pay operative from the first full pay period to commence on or after 1 July 2016.
- 5.5 The parties bound by the Award are the:
- (a) The Secretary of the Department of Transport as head of the Transport Service; and
 - (b) Electrical Trades Union of Australia, New South Wales Branch.
- 5.6 The parties agree to begin negotiations for a new award at least six months prior to the expiration of this Award.

6. No Extra Claims

- 6.1 Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this Award.
- 6.2 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.

7. Grievance Resolution

- 7.1 Grievance resolution
- (a) A grievance is defined as a personal complaint or difficulty. A grievance may:
 - (i) relate to a perceived denial of an entitlement

- (ii) relate to a perceived lack of training opportunities
- (iii) involve a suspected discrimination or harassment.
- (b) RMS has grievance resolution policy, guidelines and procedures which should be observed when grievances arise because of this Award.
- (c) The policy, guidelines and procedures are detailed in Appendix B.
- (d) While the policy, guidelines and procedures are being followed, normal work will continue.

8. Dispute Settlement Procedure

8.1 Dispute settlement

- (a) A dispute is defined as a complaint or difficulty which affects one or more staff member(s). A dispute may relate to a change in the working conditions of a group of staff which is perceived to have negative implications for those staff.
- (b) It is essential that management and the ETU consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the ETU is contrary to the intention of these procedures.
 - (i) If a dispute arises in a particular work location which cannot be resolved between a staff member or their representative and the supervising staff, the dispute must be referred to RMS's Manager of the Industrial Relations Section or another nominated officer who will then arrange for the issue to be discussed with the ETU.
 - (ii) If the issue cannot be resolved at this level, the issue must be referred to senior management.
 - (iii) If the issue cannot be resolved at this level, the issue must be referred to the Industrial Relations Commission of New South Wales.
 - (iv) While these procedures are continuing, no work stoppage or any other form of work limitation shall occur and the status quo existing prior to the dispute shall remain.
 - (v) The ETU reserves the right to vary this procedure where a safety factor is involved.

8.2 Disputes relating to Work Health and Safety

- (a) RMS and Traffic Signals Staff are committed to the Work Health and Safety Act 2011 (NSW), and other relevant statutory requirements at all times.
- (b) When WH&S risk is identified or a genuine safety factor is the source of dispute:
 - (i) Staff have a duty to notify RMS of the risk through their Work Health and Safety Committee, and
 - (ii) To allow RMS a reasonable amount of time to respond.
 - (iii) RMS has a duty to address the issue identified, and
 - (iv) Report on the issue within a reasonable timeframe
- (c) The notification of WorkCover without allowing RMS a reasonable amount of time to respond to the issue is a breach of the legislative provisions.

- (d) RMS respects the right of staff to refuse to continue work owing to a genuine safety issue.
- (e) The unions and wages staff acknowledges that the creation of an industrial dispute over a WH&S matter that is not legitimate is a breach under section 268 of the Work Health and Safety Act 2011 (NSW).

9. Anti Discrimination

- 9.1 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.
- 9.2 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 the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the Award, which by its terms or operation, has a direct or indirect discriminatory effect.
- 9.3 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.
- 9.4 Nothing in this clause is to be taken to effect:
- (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.
- 9.5 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

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

This Award is made on the understanding that the salaries and conditions existing for employees at the date on which this Award takes effect shall not be reduced merely as a consequence of the coming into operation of this Award.

SECTION TWO - TERMS OF EMPLOYMENT AND RELATED MATTERS

10. Employment Categories

- 10.1 General terms
- (a) Employment is by the fortnight for full-time and part-time staff.

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

10.2 Part-time employment

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

- (f) The salaries and conditions of employment for part-time staff will be based on a pro-rata application of salaries and conditions of employment contained in this Award for full-time staff performing similar duties.
- (g) RMS will notify the ETU prior to the employment of part time staff.

10.3 Promotion criteria

- (a) All promotion from one grade to another will be on the basis of merit and be subject to the existence of a vacancy.
- (b) Selection shall be in accordance with RMS Recruitment, Selection and Appointment Procedure or equivalent.

SECTION THREE - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

11. Working Hours

- 11.1 A normal working week for workers other than continuous shift workers will consist of 38 hours worked as follows:
 - (a) a 20 day, 4 week cycle
 - (b) Monday to Friday inclusive
 - (c) 19 working days of 8 hours each
 - (d) working hours each day between 6.00am and 5.30pm.
- 11.2 The commencing times operating at the various RMS offices at the time of implementing this clause shall not be changed without consultation with staff.
- 11.3 For each day worked 0.4 hours per day accrues as an entitlement to take the fourth Monday in each work cycle as a Paid Accrued Day Off ("ADO").
- 11.4 Staff who attend RMS conferences, attend training organised by RMS or who sit for an examination on their ADO will have another day off in lieu.
- 11.5 Where the ADO falls on a public holiday, the next working day will be taken as the ADO.
- 11.6 By agreement with RMS an alternate day in the four week cycle may be taken as the ADO. The conditions of this Award will apply to the alternate nominated ADO.
- 11.7 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks is regarded as a day worked for accrual purposes.
- 11.8 Staff who are ill or incapacitated on their ADO are not entitled to paid sick leave on that day, nor is the staff member's sick leave entitlement reduced.
- 11.9 Staff who have either:
 - (a) not worked a complete four-week cycle, or
 - (b) are regarded as not having worked a complete four-week cycle according to 11.1 abovereceive pro rata entitlements on the ADO for each day (or fraction of day) worked, or regarded as having been worked. On termination of employment staff receive pro rata accrued entitlements on the ADO.

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

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

11.11 Staff may be required to work on a programmed ADO. If staff work on a programmed ADO they are:

- (a) given at least five (5) working days notice of the change
- (b) not paid penalty payments
- (c) permitted to take an alternate day off in the work cycle

11.12 Staff required to work on their ADO without the notice period outlined in subclause 11.11 and who are not provided with an alternate day off will be paid at Saturday overtime rates.

11.13 Staff on continuous shift work accrue 0.4 hours for each eight hour shift work to allow one complete shift to be taken off for every 20 shift cycle.

11.14 The conditions in 11.2 - 11.11 above also apply to continuous shift workers.

11.15 Staff on shift work shall have their 20 minute crib break, at the workplace rather than return to their headquarters for this purpose.

12. Shift Work

12.1 General

- (a) For the purpose of this clause:
 - (i) "Afternoon shift" means a shift on which ordinary time finishes after 6.00pm and at or before midnight
 - (ii) "Night shift" means a shift on which ordinary time finishes after midnight and at or before 8.00am commences at or before 4.00am.
- (b) Staff engaged on shift work will be allowed a minimum of 10 hours between shifts except:
 - (i) at change of shifts when a minimum of 8 hours will be allowed, or
 - (ii) in cases of unavoidable necessity.
- (c) If RMS instructs staff to resume or continue work without having 10 consecutive hours off duty, they will be:
 - (i) paid double time until they are released from duty

- (ii) entitled to be absent, without loss of pay for ordinary working time, until they have completed 10 consecutive hours off duty.
- (d) The conditions in (c) above also apply to shift workers except that 8 hours will be substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters
 - (ii) where shift workers do not report for duty and day workers or shift workers are required to replace them
 - (iii) where a shift is worked by arrangement between staff themselves.
- (e) In addition to salaries to which they are entitled under this Award, staff on afternoon and/or night shift are paid an additional 15 percent for each ordinary afternoon or night shift performed on week days.
- (f) All time worked:
 - (i) between 11.00pm and 12.00 midnight Friday
 - (ii) between 12.00 midnight Sunday and 7.00am Mondayis paid a shift loading of 15 percent of the ordinary rate of pay.
- (g) "Sunday time" is:
 - (i) time worked between 12.00 midnight on Saturday and 12.00 midnight Sunday
 - (ii) paid at double time rate.
- (h) "Saturday time" is:
 - (i) time worked between 12.00 midnight on Friday and 12.00 midnight on Saturday
 - (ii) paid at the rate of time and a half (the time which forms part of the ordinary hours of the week continues to be taken into consideration for the calculation of overtime).
- (i) Staff employed under this clause and working a six or seven-day week three-shift roster are credited with an additional five days recreation leave per annum. This leave accrues at the rate of 5/12 of a day for each complete month that an officer so works.

12.2 Short term shiftwork of up to 2 weeks duration for construction or maintenance works

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

- (ii) Single shifts are worked after 6:00 pm and finish before 6:00 am.
- (iii) For shifts worked between Sunday and Thursday, Sunday shifts are normal shifts that start before midnight Sunday.
- (iv) For shifts worked between Monday and Friday, Friday shifts are normal shifts that start before and end after midnight Friday
- (v) Two shifts: - worked between 6.00 am and midnight or as agreed with RMS, and
 - paid at time and a quarter
- (vi) Three shifts: - with the third (night) shift being seven hours and 17 minutes
 - paid at time and a quarter.
- (d) Staff who are employed during normal working hours are not allowed to work afternoon or night shifts except at overtime rates.
- (e) Work in excess of shift hours, Sunday to Thursday or Monday to Friday (other than public holidays) will be paid double time.
- (f) Time worked on a Saturday, Sunday or public holidays will be paid at overtime rates, provided that:
 - (i) Friday shifts referred to in subclause 12.2 (c)(iv) will be paid at ordinary shift rates
 - (ii) Sunday shifts referred to in subclause 12.2 (c)(iii) will be paid at ordinary shift rates after midnight Sunday.
- (g) If staff work a shift of less than five continuous days and:
 - (i) it is not due to the actions of staff they will be paid overtime rates
 - (ii) it is due to the actions of the staff they will be paid normal shift rates.
- (h) If a shift exceeds four hours, staff will be allowed and paid 30 minutes crib time on each shift.
- (i) 0.4 of one hour for each shift worked will be accrued, entitling staff to one shift off without pay, in every 20 shift cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wages period during which it has been worked.
- (j) Each shift of paid leave taken and any public holidays occurring during a four week cycle will be counted as a shift worked for accrual purposes.
- (k) Staff who do not work a complete four week cycle will receive pro-rata accrued entitlements for each shift (or part of a shift) worked.
- (l) Local management and staff will agree on the:
 - (i) arrangements for ADOs during the 20 shift cycle
 - (ii) accumulation of ADOs (maximum of five).
- (m) Once ADOs have been rostered they must be taken unless RMS requires a staff member to work in emergencies.

13. Overtime

13.1 General

- (a) Overtime will be paid only for work performed in excess of the normal working hours per day which is specifically directed by an authorised officer.
- (b) Overtime is used to allow essential work to be carried out which, due to its character or special circumstances, cannot be performed during normal working hours. It is not an optional work pattern.
- (c) Overtime will be kept to a minimum and other work arrangements such as shift work should be considered before overtime is undertaken.
- (d) If staff work flexible working hours, overtime will only be paid for approved overtime worked outside the bandwidth.
- (e) Overtime will be paid at the following rates:
 - (i) first two hours
 - time and a half
 - (ii) after the first two hours
 - double time
 - (iii) all work on Saturday
 - time and a half for the first two hours and
 - double time after the first two hours
 - (iv) all work on Sunday
 - double time
 - (v) all work on a public holiday
 - double time and a half
- (f) Staff who are required to attend work on a Saturday, Sunday public holiday, picnic day or ADO will be paid for at least four hours work at the appropriate overtime rate.
- (g) Overtime is not payable for:
 - (i) any period of work that is less than a quarter of an hour
 - (ii) time taken as a meal break (except as provided for in 13.1(j))
 - (iii) time spent travelling outside normal hours.
- (h) If staff work overtime on a Saturday, Sunday or public holiday, they may apply for leave in lieu of payment for all or part of their entitlement calculated at the appropriate overtime rate. This is provided that:
 - (i) the application for leave in lieu of payment is made within two working days of their work on a Saturday, Sunday or public holiday

- (ii) leave in lieu is taken at the convenience of RMS
- (iii) leave in lieu is taken in multiples of a quarter of a day
- (iv) the maximum period of the leave in lieu for a single period of overtime is one day
- (v) leave in lieu is taken within one month of approval to take leave in lieu, except for work performed on a public holiday which may, at the election of staff, be added to annual leave credits
- (vi) Staff are paid for the balance of any entitlement not taken as leave in lieu.
- (i) Overtime will not be paid for attending activities which principally benefit the staff member concerned and only indirectly benefit RMS. Such activities may include:
 - (i) conferences of professional bodies
 - (ii) lectures conducted by educational institutions
 - (iii) self-nominated training activities.
- (j) Staff required to work two hours or more overtime after their normal ceasing time are entitled to:
 - (i) 30 minutes for a meal or crib break without loss of pay, after the first 2 hours, and
 - (ii) a similar time allowance for each additional 4 hours of overtime worked.
 - (iii) To qualify for the above allowance staff must continue to work after their allowed break.
 - (iv) Staff required to work past 12 noon on Saturday are entitled to a 30 minute meal break, without loss of pay between 12 noon and 1 pm.
- (k) Staff working overtime and supervising other staff will be paid the same penalties as those under their control.
- (l) RMS may require staff to work reasonable overtime at overtime rates. An officer may refuse to work overtime in circumstances where the working of overtime would result in staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to the staff member's health and safety;
 - (ii) the staff member's personal circumstances including any family and carer responsibilities
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by RMS regarding the working of overtime, and by the officer of their intention to refuse the working of overtime; or
 - (v) any other relevant matter.

13.2 Call-outs

- (a) Staff recalled to work overtime:
 - (i) having ceased normal duty (whether notified before or after leaving the premises)
 - (ii) are paid for a minimum of four hours work at the appropriate rate for each time they are recalled

- (iii) will not be required, except in unforeseen circumstances, to work the full four hours if the job is completed within a shorter period.
 - (iv) within four hours of the normal commencing time and return home prior to the commencement of normal duties will be entitled to the minimum payment of four hours overtime.
- (b) Subclause 13.2(a) does not apply where:
- (i) it is customary for staff to return to the workplace to perform a specific job outside ordinary working hours
 - (ii) the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (c) Overtime worked on a call-out where the actual time worked is less than three hours on such recall or on each of such recalls shall not be regarded as overtime for the purposes of 10 consecutive hours off duty as outlined in subclause 13.3 below.
- (d) Despite 13.2(c), where a staff member:
- (i) is called out on two or more occasions, and each recall is less than three hours duration, and the timing of the callouts means that the staff member does not have a sufficient amount of sleep meaning that he or she will not be in a fit state to attend work, the staff member should discuss with their supervisor to delay their commencement of duty to ensure that the staff member has sufficient rest.
 - (ii) The staff member should be given sufficient additional rest time except in cases of emergency where the staff member is required for duty.
 - (iii) When additional rest time is granted to a staff member, they will be paid at ordinary rates for the period that they are absent from work.
 - (iv) Should RMS not be able to grant the staff member additional rest time in accordance with subclause 13.2(d)(i) and the staff member is required to attend for duty, no additional penalty payment will be made. Penalty payments will only be made where sub clause 13.3 comes into operation.

13.3 Rest break between shifts after overtime

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

SECTION FOUR - WAGES, ALLOWANCES AND RELATED MATTERS**14. Compensatory Travel Leave and Payments**

- 14.1 Staff are entitled to claim ordinary time payment or compensatory leave (if RMS approves) when RMS directs them to travel in connection with official business:
- (a) to and/or from somewhere other than their normal headquarters
 - (b) outside normal working hours.
- 14.2 Staff travelling on a day where they are not required to work may claim for time spent in travelling after 7.30am.
- 14.3 Staff travelling on a day where they are required to work may claim for time spent travelling before the normal start time or after the normal finishing time, provided that:
- (a) the normal time for the trip from home to headquarters and return is deducted from travelling time
 - (b) periods of less than ¼ hour on any day are disregarded
 - (c) travelling time does not include any travel between 11.00pm on one day and 7.30am on the following day when staff have travelled overnight and accommodation has been provided
 - (d) travelling time is calculated on the basis of reasonable use of the most practical and economical means of transport
 - (e) travelling time does not include travelling for a permanent transfer which:
 - (i) has increased salary
 - (ii) is for disciplinary reasons
 - (iii) is made at the staff member's request.
 - (f) travelling time does not include travel by ship on which meals and accommodation are provided.
- 14.4 Staff are entitled to claim waiting time as follows:-
- (a) Where no overnight stay is involved:
 - (i) 1 hour shall be deducted from the time of arrival and the commencement of work.
 - (ii) 1 hour shall be deducted from the time of ceasing work and the time of departure for home, headquarters or another work centre.
 - (b) Where overnight accommodation is provided:
 - (i) Any time from the completion of arrival until the time of departure shall not count as travelling time unless
work is performed on the day of departure
waiting time less one hour shall be allowed.
 - (ii) Where no work is done on the day of departure waiting time less one hour after normal starting time until time of departure shall be allowed.

15. Salaries

- 15.1 For a detailed list of the salaries of staff, refer to Part B, Monetary rates.
- 15.2 For the purposes of this Award:
- (a) the weekly rate will be calculated by dividing the annual salary by 52.17857
 - (b) the hourly rate will be calculated by dividing the weekly rate by 38.
 - (c) the salary rates listed in Part B are inclusive of a 1.35% annual leave loading.

16. Minimum and Maximum Payments

- 16.1 Staff who attend for duty and:
- (a) who are not required shall receive five hours pay unless 12 hours notice was given personally that they were not required
 - (b) who commence work shall receive 7 hours pay.

17. Incremental Progression

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

18. Higher Duties Relief

- 18.1 When RMS has directed a staff member to relieve in a higher graded position and the staff member performs the normal duties of the position, the staff member will be paid an allowance to the first year salary rate of the position for the full period of relief
- 18.2 If a staff member performs the duties of a higher graded position for 260 days either continuously or not they shall:
- (a) be paid the next higher rate of pay for the position
 - (b) be paid the next higher rate of pay for the position on the completion of a further 260 days relief either continuously or non continuously.
- 18.3 Periods of relief of less than 5 working days shall not be counted in the above.
- 18.4 All time acting in a higher grade position, except when less than 5 continuous working days, shall be recognised for determining the appropriate salary when promoted to that grade.

- 18.5 If a staff member acts in a position more than one grade above their position the period of relief will only be recognised in determining the appropriate salary when promoted to the grade immediately above them.
- 18.6 Public Holidays falling within the period of relief shall be paid at the higher rate provided the staff member works in the higher grade on the day before and after the Public Holiday.

19. Salary and Grade Appeals

- 19.1 Staff may apply to RMS, through their Branch/Section Manager, for an:
- (a) increase in salary in excess of the rate of salary provided in this Award
 - (b) alteration in the grade to which the staff member is appointed.
- 19.2 Staff may appeal to RMS if they:
- (a) are dissatisfied with a decision of RMS
 - (i) in respect of the staff member's salary or grade
 - (ii) in respect of any other matter under Part 7 of the Industrial Relations Act 1996 (NSW)
 - (b) do not exercise their rights before the Industrial Relations Commission by forwarding a Notice of Appeal to RMS within 30 days of being advised of the decision to be appealed. The Notice will set out the grounds for appeal.
- 19.3 RMS will hear the appeal and allow the staff member to either:
- (a) attend the appeal and present the case, or
 - (b) arrange for their representative to present the case.

20. Allowances and Expenses

- 20.1 Meals on Journeys that do not require Overnight Accommodation
- (a) Staff who travel on official business and who do not need to stay temporarily at a place other than their home, will be paid an allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award.
 - (i) breakfast
 - when RMS requires them to start travelling at or before 7.00am. and return after 9.00 am.
 - (ii) an evening meal
 - when the RMS requires them to travel before 6.30pm and return is after 6.30pm.
 - (iii) lunch
 - when, due to the journey, travel commences before 1 pm and return is after 2pm
 - (b) The allowances will not be paid to staff unless:
 - (i) travel is outside their headquarters in the Sydney, Newcastle, Wollongong Transport Districts.

- (ii) other staff travel at least 25 km from their headquarters.
- (c) A meal allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award will be paid when:
 - (i) on the first day a staff member transfers from one work location to another more than 25 km from their headquarters in the same Transport District Headquarters
 - (ii) a staff member attends an evening meeting at a location in the same Transport District 25 km from their headquarters.
- (d) The hours referred to above shall read one hour earlier in respect of staff working at offices or depots which start work at 6.00am.

20.2 Meals on overtime

- (a) A meal allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award will be paid when working overtime:
 - (i) for longer than one and half hours
 - (ii) for working each additional four hours
- (b) When recalled to work a meal allowance will be paid:
 - (i) after working four hours
 - (ii) after each additional four hours worked.
- (c) When recalled to work overtime a crib time of 20 minutes without loss of pay will be allowed for each four hours worked if work continues after the break.

20.3 Private motor vehicle allowances

- (a) If staff do not wish to use their private motor vehicles for RMS business, under no circumstances can they be required to do so.
- (b) Staff may use their private motor vehicle on official RMS business only if:
 - (i) there is no RMS vehicle, or public or other transport available and
 - (ii) the use of the private motor vehicle is essential for the economic performance of the staff member's duties
 - (iii) the use is authorised in advance.
- (c) Staff will be paid the:
 - (i) RMS business rate
 - for use of a private vehicle on RMS business
 - (ii) Specified journey rate
 - for use of private vehicle for transport to a temporary work location

- for the approved use of a private vehicle on RMS business when a RMS vehicle or public transport is available, but the staff member chooses and prior approval is given to use the private vehicle.

- (d) The rates of motor vehicle allowances will be published separately by RMS.
- (e) If staff are entitled to the cost of rail travel, but choose to use their private motor vehicle, they will be reimbursed the equivalent cost of the rail fares (including sleepers where appropriate).

20.4 Residential course allowances

- (a) Staff who attend residential courses are entitled to allowances.

20.5 Lodging and travelling allowances

- (a) If RMS requires staff to journey away from their headquarters and stay overnight at a place other than home, RMS may:
 - (i) elect to arrange and pay for the accommodation direct to the accommodation provider and;
 - (ii) Reimburse the staff member the appropriate meal and incidental allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award, or
 - (iii) elect to pay actual and reasonable expenses, or
 - (iv) elect to pay full expenses subject to the staff member obtaining prior approval to arrange and pay for the overnight accommodation
- (b) The standard of accommodation for staff is expected to be at a level of 3 star as rated by the NRMA or other recognised accommodation assessors where such standard of accommodation is available.
- (c) In all circumstances staff must be given prior approval to travel.

20.6 Fares to temporary work location

- (a) Staff who take up duty temporarily at a location different than their regular place of work will receive the amount of any additional fares reasonably incurred in travelling to and from the temporary location.

20.7 Relocation expenses

- (a) Staff shall not have their headquarters changed when it is known they will be relocated for less than six months unless they are surplus and have to be absorbed.
- (b) Staff who are relocated to new headquarters are entitled to reimbursement for necessary costs actually incurred in relocating themselves, their dependants and their household to the new headquarters. Unless approved by an RMS Director, this does not apply to staff who relocate:
 - (i) at their own request within two years of starting duty at their previous headquarters
 - (ii) to a new headquarters within 34 km of their previous headquarters
 - (iii) due to official misconduct
 - (iv) at their own request because of ill health or other hardship.
- (c) The reimbursement of actual and necessary relocation costs will include:

- (i) travel and temporary accommodation on relocation
- (ii) temporary accommodation at the new headquarters
- (iii) removal or storage of furniture and effects
- (iv) conveyancing costs for the sale of the residence at the former location where a new residence or land for a residence is purchased at the new location
- (v) rental subsidy for increased rental costs at the new location
- (vi) education costs for dependent children
- (vii) relocation costs on a staff member's retirement
- (viii) relocation costs for a staff member's spouse and/or dependant on the death of a staff member (to the point of recruitment or equivalent).

21. Provision of Tools

21.1 The salary rates of Traffic Signals staff in Part B takes into account that the tools listed below are provided and adequately maintained by such staff:

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

SECTION FIVE - LEAVE AND PUBLIC HOLIDAYS

22. Public Holidays

22.1 This section covers the following gazetted public holidays:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Monday
- (f) Anzac Day
- (g) Queen's Birthday
- (h) Labour Day
- (i) Christmas Day

- (j) Boxing Day
 - (k) Proclaimed state public holidays
- 22.2 If the holiday falls on a weekend, no additional payment will be made unless RMS requires staff to work on that day. For further details, refer to clause 12, Shiftwork and clause 13, Overtime.
- 22.3 Local public holidays
- (a) Staff in country areas may observe up to two local public holidays (or four half days) each year. This applies regardless of whether the local public holidays are:
 - (i) proclaimed (gazetted)
 - (ii) locally agreed.
 - (b) Recreation leave, study leave and flexible leave may be taken in conjunction with local public holidays.
- 22.4 Public service holiday
- (a) Staff observe the Union Picnic Day instead of the Public Service Holiday.
 - (b) Staff are entitled to a day's leave with pay on the first Monday in December to attend an annual union picnic. If they are required to work on that day they will be granted a leave day in lieu.

23. Recreation Leave

- 23.1 Recreation leave accrues at 1 2/3 days for each completed month of service, up to a maximum of 20 working days per year.
- 23.2 Leave is granted at the discretion of RMS.
- 23.3 The minimum period of leave that may be claimed is one hour. Any leave claimed in excess of one hour is to be claimed to the nearest one minute.
- 23.4 Staff employed on seven day continuous shift basis will accrue recreation leave of 2 1/12 days for each completed month to a maximum of 25 days.
- 23.5 Staff shall wherever practicable, take their annual leave within six months of it becoming due.
- 23.6 RMS may direct staff to take leave for which they are eligible, provided that:
- (a) RMS gives the staff member at least four weeks' notice of the starting date of the leave.
 - (b) as far as practicable, RMS takes the staff member's wishes into account when fixing the time for the leave.

24. Long Service Leave

- 24.1 General
- (a) The entitlement to long service leave is set by the Transport Administration Act 1988 (NSW).
 - (b) Staff who have completed 10 years service recognised by RMS, are entitled to long service leave of:
 - (i) 44 working days at full pay, or

- (ii) 88 working days at half pay, or
- (iii) 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, staff accrue 11 working days long service leave
- (d) From 1 January 2005, staff who have completed at least 7 years continuous service with the RMS, or as recognised in accordance with paragraphs (g) and (h) below, are entitled to access the long service leave accrual indicated in (b) above on a pro rata basis of 4.4 working days per completed year of service.
- (e) Staff who are employed part-time are entitled to long service leave on the same basis as that applying to full-time staff but payment for the leave is calculated on a pro rata basis.
- (f) Staff who are employed as shift workers are debited the number of working days that fall during the period of leave, which may include a Saturday or Sunday that forms a part of the ordinary roster.
- (g) All previous full-time and part-time service with RMS, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority are to be taken into account as service when determining the appropriate rate of accrual of long service leave for staff employed on a full-time or part-time basis with RMS.
- (h) Prior service with other NSW Government bodies may also be recognised by RMS in accordance with Part Three, Division 2 and Schedule 2 of the Government Sector Employment Regulation 2014.
- (i) Nothing in paragraphs (g) or (h) above entitles staff to payment for previous service recognised, where the accrual for that service has previously been taken as long service leave or paid out on termination.

24.2 Effect of approved Leave Without Pay (LWOP) on Long Service Leave Entitlements.

- (a) To determine if staff have completed the required 10 years of service:
 - (i) any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not staff have completed 10 years of service.
 - (ii) any period of approved leave taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) Where staff have completed 10 years continuous service with RMS, or as recognised in accordance with subclauses 24.1 (g) and (h) above, approved LWOP for the reasons listed below counts as service for long service leave accrual:
 - (i) military service (e.g. Army, Navy or Air Force);
 - (ii) major interruptions to public transport;
 - (iii) periods of leave accepted as workers compensation.
- (c) For staff who have completed 10 years continuous service, or as recognised in accordance with subclauses 24.1 (g) and (h) above, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

24.3 Taking of long service leave

- (a) Subject to RMS approval, staff may take long service leave:
 - (i) at a time convenient to RMS;
 - (ii) for a minimum period of one hour;
 - (iii) at full pay, half pay or double pay.
- (b) If staff take leave at double pay:
 - (i) the long service leave balance is debited the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (ii) the additional payment is made to staff as a taxed, non-superable allowance;
 - (iii) all leave entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.
- (c) If staff take leave at half pay:
 - (i) the long service leave balance will be debited at the rate of half the days/hours taken as long service leave;
 - (ii) recreation leave entitlements will accrue at half the ordinary rate for the days/hours absent from work;
 - (iii) all other entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.
- (d) For staff whose ordinary hours of work are constant, payment is made at the current rate of pay.
- (e) For part-time staff whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
 - (i) the past 12 months, or
 - (ii) the past 5 yearswhichever is the greater.
- (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (g) Payments will be increased to reflect any increment action that staff become eligible for while absent on long service leave.
- (h) Staff who take long service leave whilst in service, may choose to be paid fortnightly or in one lump sum in advance of taking leave.

24.4 Sick leave while on long service leave

- (a) Staff are only entitled to claim sick leave that occurs during an absence on long service leave when sick for five or more consecutive working days.
- (b) To claim sick leave, staff must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the long service leave balance is re-credited with:

- (i) the equivalent period of sick leave if taking leave on a full or half pay basis; or
 - (ii) the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance if taking leave on a double pay basis.
- (d) If long service leave is taken at double pay, RMS will recoup any allowance already paid for the period being claimed as sick leave.
- (e) The above apply if staff take long service leave prior to retirement but not long service leave prior to resignation or termination of services.

24.5 Public Holidays while on long service leave

- (a) Public holidays that fall while staff are absent on long service leave are not recognised as long service leave and are not deducted from the long service leave balance.
- (b) Payment for a public holiday is calculated on the ordinary hours of work and paid at single time even if staff have chosen to take long service leave at half-pay or double pay.

24.6 Payment or transfer of long service leave on termination

- (a) Staff who are entitled to long service leave on termination of employment, including retirement, are paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) For staff employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) Staff who have at least five years' service as an adult but less than seven years' service, are paid pro-rata long service leave if employment is terminated:
 - (i) by RMS for any reason other than serious and intentional misconduct; or
 - (ii) by staff request in writing on account of illness, incapacity or domestic or other pressing necessity
- (d) In the event (c) applying, any period of leave without pay taken does not count as service.
- (e) Staff who resign and immediately commence employment in another government sector agency or in a related government agency may be entitled to have their existing long service leave accrual recognised by their new employer pursuant to Schedule 2 of the Government Sector Employment Regulation 2014.

25. Sick Leave

25.1 General

- (a) Staff are eligible for sick leave where it is established that leave is necessary due to ill health.
- (b) Staff are eligible for 15 days' sick leave, fully cumulative in each calendar year.
- (c) If staff are unable to attend work due to illness or injury, they must advise their manager as soon as reasonably practicable, and preferably before starting time:
 - (i) that they are unable to attend work,
 - (ii) the nature of their illness or incapacity; and
 - (iii) the estimated period of absence from work.

- (d) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section.
- (e) Staff absent from duty for more than 2 consecutive working days because of illness must provide a medical certificate to RMS in respect of the absence.
- (f) Staff who take sick leave in excess of 5 uncertified working days in a calendar year will be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (g) As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness that only covers the latter part of the absence, they may be granted sick leave for the whole period if RMS is satisfied that the reason for the absence is genuine.
- (h) If RMS is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to a medical practitioner for advice.
- (i) The type of leave granted to the staff member will be determined by RMS based on the medical advice received.
 - (ii) If sick leave is not granted, RMS will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- (i) RMS may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- (j) Nothing in subclause 25.1 removes the right of RMS to request medical certificates for single day absences where required or from referring the staff member for an independent medical assessment for other reasons as prescribed in RMS's Sick Leave Procedures - Fitness to Continue Assessment or equivalent.

25.2 Additional special sick leave

- (a) Staff are eligible for additional special sick leave if they:
 - (i) have at least ten years' service recognised by RMS
 - (ii) have been or will be absent for more than three months, and
 - (iii) have exhausted or will exhaust available paid sick leave.
- (b) Staff who are eligible for additional special sick leave may be granted:
 - (i) one calendar month additional special sick leave for each ten years of service; and
 - (ii) an additional ten calendar days less all additional special sick leave previously granted.
- (c) If any special sick leave is taken during service, the entitlement to special sick leave will be reduced by the amount of special sick leave already taken.

26. Family and Community Service Leave

- 26.1 Staff may be granted family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies as outlined in subclause 26.2. RMS may also

grant leave for the purposes as outlined in subclause 26.3. Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave of the staff member.

26.2 Such unplanned and emergency situations may include, but not be limited to, the following;

- (a) Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;
- (b) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (c) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
- (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
- (e) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;

26.3 Family and Community Service Leave may also be granted for;

- (a) 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
- (b) 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.

26.4 Family and community service leave shall accrue as follows;

- (a) 2½ days (19 hours) in the staff member's first year of service;
- (b) 2 ½ days (19 hours) in the staff member's second year of service; and
- (c) One day (7.6 hours) per year thereafter.

26.5 Family and community service leave is available to part-time staff on a pro-rata basis, based on the number of hours worked.

26.6 Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete, 'per occasion' basis to a staff member to cover the period necessary to arrange or attend the funeral of a family member or relative.

26.7 For the purposes of this subclause, 'family' means a staff member's:

- (a) spouse;
- (b) de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
- (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
- (d) parent (including a foster parent or legal guardian);

- (e) grandparent or grandchild;
 - (f) sibling (including the sibling of a spouse or defacto spouse);
 - (g) same sex partner who they live with as a defacto partner on a bona fide domestic basis; or
 - (h) relative who is a member of the same household where, for the purposes of this definition -
 - (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) 'affinity' means a relationship that one spouse or partner has to the relatives of another;
and
 - (iii) 'household' means a family group living in the same domestic dwelling.
- 26.8 Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow staff to provide short-term care or support for a family member who is ill.
- 26.9 Access to other forms of leave is available to staff for reasons related to family responsibilities or community service, subject to approval. These include:
- (a) Accrued recreation leave
 - (b) Leave without pay
 - (c) Time off in lieu of payment for overtime
 - (d) Make up time.
- 26.10 Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- 26.11 A staff member appointed to RMS who has had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous employer.

27. Maternity Leave

- 27.1 Female staff are entitled to maternity leave to enable them to retain their position and return to work within a reasonable time after the birth of their child.
- 27.2 Unpaid maternity leave may be granted on the following basis:
- (a) up to nine weeks before the expected date of birth
 - (b) up to 12 months after the actual date of birth
- 27.3 Permanent Staff may be granted paid maternity leave if they have completed at least 40 weeks' continuous service in the NSW public sector prior to the expected date of birth of their child at the ordinary rate of pay for:
- (a) fourteen weeks at full pay or
 - (b) 28 weeks at half pay or
 - (c) a combination of the two options above
- 27.4 The equivalent pay for the period of leave can be requested as a lump sum, paid in advance of starting maternity leave.

- 27.5 The lump sum payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- 27.6 A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (b) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - (c) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 27.7 Staff who choose to take paid maternity leave as a lump sum and request to return to work before the period of leave is completed, must repay the remainder of the lump sum amount.
- 27.8 Staff who receive payment under this clause are not entitled to any payment under clause 29 Parental Leave.
- 27.9 Where staff are on one form of leave and their child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

28. Adoption Leave

- 28.1 Staff are entitled to adoption leave if they are the person who assumes the primary role in providing care and attention to the child.
- 28.2 Adoption leave starts from the date of taking custody of the child.
- 28.3 Unpaid adoption leave is available to all permanent staff and may be taken as:
- (a) short adoption leave, being three weeks on leave without pay
 - (b) extended adoption leave:
 - (i) up to 12 months on leave without pay
 - (ii) including any short or paid adoption leave
- 28.4 Paid adoption leave may be granted to permanent staff who have completed at least 40 weeks' continuous service in the NSW public sector prior to taking custody, at the ordinary rate of pay for:
- (a) fourteen weeks or;
 - (b) 28 weeks at half pay or;
 - (c) a combination of the two options above
- 28.5 The equivalent pay for the period of leave can be requested, as a lump sum, paid in advance of starting adoption leave.
- 28.6 Payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- 28.7 Staff who chose to take paid adoption leave as a lump sum and request to return to work before the period of leave is completed must repay the remainder of the lump sum amount.

- 28.8 Staff who receive payment under this clause are not entitled to any payment under clause 29 Parental Leave.
- 28.9 A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (b) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - (c) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 28.10 Where both partners are employed in the public sector, adoption leave will only be granted to one partner for each adoption.

29. Parental Leave

- 29.1 Staff who are not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable them, as a parent, to share in the responsibility of caring for their child or children.
- 29.2 Staff employed on a full-time or part-time basis who have completed at least 40 weeks continuous service in the NSW public sector, are entitled to paid parental leave of:
- (a) one week at full ordinary pay; or
 - (b) two weeks at half ordinary pay
- the remainder of the requested leave being unpaid leave.
- 29.3 Unless otherwise agreed, the entitlement to paid parental leave will be paid at full ordinary pay for the first five days of approved leave as set out in subclause 29.2.
- 29.4 Parental leave approved by RMS may be taken as:
- (a) short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of their spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of their child or children
 - (b) extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken as outlined above.
- 29.5 Extended parental leave may commence at any time within two years from the date of birth of the child or the date of placement of the adopted child and leave may be taken:
- (a) full-time for a period not exceeding 12 months or;
 - (b) part-time over a period not exceeding two years or;
 - (c) partly full-time and partly part-time over a proportionate period of up to two years.
- 29.6 Communication during Maternity, Adoption and Parental 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, RMS 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 maternity, adoption or parental leave.
- (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 maternity, adoption or parental leave.
- (b) The employee shall take reasonable steps to inform RMS 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.
- (c) The employee shall also notify RMS of changes of address or other contact details which might affect RMS's capacity to comply with subclause 29.6(a).

29.7 Rights of request during Maternity, Adoption or Parental Leave

- (a) An employee entitled to maternity, adoption or parental leave may request that RMS allow the employee:
 - (i) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) 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) RMS 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 RMS'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 RMS's decision made under subclause 29.7(a) must be recorded in writing.
- (d) Request to return to work part-time
 - (i) Where an employee wishes to make a request under subclause 29.7(a)(ii), 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 maternity, adoption or parental leave.

30. Study and Examination Leave

30.1 Staff are entitled to paid study leave if they are studying a course which:

- (a) is appropriate to their present classification, or
- (b) provides progression or reclassification opportunities relevant to RMS.

30.2 Study leave will be granted on the following basis:

- (a) face-to-face students:
 - (i) half an hour for every hour of lectures, up to a maximum of four hours per week, or
 - (ii) 20 days per academic year, whichever is the lesser

- (b) correspondence students:
 - (i) half an hour for every hour of lecture attendance involved in the corresponding face-to-face course, up to a maximum of four hours per week; or
 - (ii) 20 days per academic year, whichever is the lesser.
- 30.3 To assist staff attempting final examinations in courses for which study leave has been approved and to free them from work immediately prior to an examination, staff will be given a maximum of:
- (a) five days paid examination leave per calendar year for time occupied in travelling to and from and attending the examination
 - (b) half a day for pre-examination leave on the day of examination, up to a maximum of five days per calendar year.

31. Military Leave

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

32. Special Leave

- 32.1 Staff will be granted special leave for jury service.
- 32.2 In accordance with RMS Policy and Procedures regarding Special Leave, staff may also be granted paid special leave for certain activities which are not regarded as being on duty and which are not covered by other forms of leave. Activities may include:
- (a) transfer
 - (b) as a witness when called or subpoenaed by the Crown
 - (c) emergency volunteers
 - (d) emergency or weather conditions
 - (e) trade union activities/training

- (f) ex-armed services personnel: Medical Review Board etc.
- (g) National Aborigines' Day
- (h) miscellaneous:
- (i) the employees own graduation ceremonies
 - (ii) returning officer
 - (iii) local government - holding official office
 - (iv) superannuation seminars
 - (v) naturalisation
 - (vi) bone marrow donors
 - (vii) exchange awards - Rotary or Lions
 - (viii) professional or learned societies

33. Leave Without Pay

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

SECTION SIX - OTHER CONDITIONS

34. Deduction of Union Membership Fees

- 34.1 The ETU shall provide RMS with a schedule setting out union fortnightly membership fees payable by members of the ETU in accordance with the ETU's rules.
- 34.2 The ETU shall advise RMS 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 RMS at least one month in advance of the variation taking effect.
- 34.3 Subject to 34.1 and 34.2 above, RMS shall deduct union fortnightly membership fees from the pay of any employee who is a member of the ETU in accordance with the ETU's rules, provided that the employee has authorised RMS to make such deductions.
- 34.4 Monies so deducted from employees' pay shall be forwarded regularly to the ETU together with all necessary information to enable the ETU to reconcile and credit subscriptions to employees' union membership accounts.
- 34.5 Unless other arrangements are agreed to by RMS and the ETU, all union membership fees shall be deducted on a fortnightly basis.
- 34.6 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.

35. Contracting Out

- 35.1 Application and Definition

- (a) For the purpose of this clause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.

35.2 Considering Proposal to Contract Out Work

- (a) Where RMS determines it intends to pursue a proposal to contract out work (subject to Government Approval) relevant unions and affected Employees will be notified. Sufficient time will be provided to relevant unions and affected Employees to discuss RMS's intention to pursue a proposal to contract out work.

35.3 Decision to Contract Out Work

- (a) Once RMS has finalised a proposal and has made a decision to contract out work, RMS agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work. This does not require the disclosure of confidential or commercial in confidence information.
- (b) Prior to implementation of a proposal to contract out work, RMS will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.
- (c) Subject to reasonable notice and operational requirements, RMS agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 35.3(b) above.

35.4 Dispute Settlement Procedure

- (a) Any issues or matters in dispute should be dealt with under the Dispute Settlement Procedure in clause 8 of this Award.

PART B - MONETARY RATES**Table 1 - Salary Increases**

Classification		Rates inclusive of 2.5% ffppoa 1/7/2015 (\$pa)	Rates inclusive of 2.5% Ffppoa 1/7/2016 (\$pa)
Grade 4	Year 1	63,811	65,406
	Year 2	66,314	67,972
	Year 3	68,920	70,643
Grade 5	Year 1	71,292	73,074
	Year 2	73,590	75,430
	Year 3	74,920	76,793
Grade 6	Year 1	76,565	78,479
	Year 2	78,887	80,859
	Year 3	81,471	83,508
Grade 8	Year 1	91,460	93,747
	Year 2	95,170	97,549
	Year 3	98,143	100,597

Table 2 - Allowances and Expenses

Clause	Description	\$
20.1 (a) & (c)	Meal on journeys that do not require overnight accommodation	
	Meal allowance	31.13
20.2	Meals on overtime	
	Meal allowance	31.13
20.5 (a)(ii)	Lodging and travelling allowances	
	Breakfast	22.70
	Lunch	25.95
	Evening meal	44.75
	Incidentals	18.70

Note: The figures above are based on Treasury Circular; Review of Meal, Travelling and other Allowances. Figures in this table are subject to change in accordance with increases as advised from time to time by PSIR.

APPENDIX A - WORKPLACE REFORM

A1 Enterprise bargaining infrastructure

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

A1.1 RMS's Single Bargaining Unit (SBU)

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

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

A1.2 Project teams

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

Project teams will be under the managerial control of RMS Project Manager and will include both RMS and ETU nominated staff representatives.

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

A1.3 Staff task groups

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

A1.4 Regional consultative groups

Regional consultative groups will continue in each region of the Operations Directorate and will include both RMS nominees and ETU nominated staff.

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

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

A1.5 General principles

- (a) The SBU, project teams and regional consultative groups will circulate to these groups minutes of their respective meetings.
- (b) Staff assigned to a project team, task group or regional consultative group will be released from their normal duties, as required to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they will be referred to the SBU.
- (c) Regional consultative groups will:

- (i) be chaired (to be shared) by the ETU and RMS staff representatives
- (ii) develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.
- (d) The SBU, project teams and regional consultative groups will be able to second a staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- (e) Nominated representatives and group members will have relevant training to assist them in their roles.
- (f) The SBU, project teams, task groups and regional consultative groups will be appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

A2 Commercialisation

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

A3 Process improvement

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

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

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

A4 Competency based training

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

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

To ensure that staff meet the required agreed competencies for their classification, RMS organised training programs will be conducted in paid time and within ordinary working hours, where practicable.

A5 Performance planning and feedback

RMS will implement a performance planning and feedback scheme that applies to all Staff and is:

- (a) implemented in consultation with the ETU that will link performance in the work place with the goals of RMS, its regions and work units
- (b) supported by appropriate training
- (c) evaluated and monitored by the SBU.

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

The parties are committed to:

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

A6 Conditions of employment

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

A7 Work environment

- (a) Work Health and Safety

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

- (i) implementation of appropriate health and safety practices and procedures
- (ii) appropriate management policies and practices
- (iii) the active and constructive involvement of all Staff; and
- (iv) management and staff member representatives participation on safety committees.

RMS and Staff will seek to comply with the Work Health and Safety Act 2011 (NSW) and other relevant statutory requirements at all times.

RMS will encourage Staff to take a constructive role in promoting improvements in work health, safety and welfare to assist RMS in achieving a healthy and safe working environment.

(b) Equality of employment

RMS is committed to providing employment which promotes the achievement of equality in employment as an effective management strategy.

(c) Harassment free workplace

Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference or age is unlawful in terms of the Anti-Discrimination Act 1977.

RMS is committed to ensuring that Staff work in an environment free of harassment.

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

For further details, refer to RMS's policy and guidelines for a harassment free workplace as set out in the Human Resources Manual.

A8 Contractors' protocol

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

- (a) abide by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.
- (b) ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying award rates, providing award conditions and complying with other statutory provisions and RMS specified standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards and the provisions set out in clause A7, Work environment.
- (c) on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RMS standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards, as set out in clause A7 Work environment, will take necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract will, if appropriate, be implemented.

A9 Spread of hours

The hours and patterns of work for Staff may be reviewed during the life of this Award, if required, to better suit the needs and operational requirements of RMS's traffic signals undertakings. Such considerations may include:

- (a) Work Health and Safety issues;

- (b) quality of working life;
- (c) recognition of family responsibilities;
- (d) shift work patterns;
- (e) adequate remuneration for Staff who undertake shift work;
- (f) rostering arrangements; and
- (g) programmed overtime.

A10 Consultation

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

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

A11 Communication

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

A12 Austel licence

The parties agree to enter into negotiations concerning Staff gaining the appropriate Austel Licence.

APPENDIX B - GRIEVANCE RESOLUTION PROCEDURE

SECTION A - INTRODUCTION

1 Why is this procedure required and who is it for?

Roads and Maritime Services values the contribution of all staff to the achievement of our business objectives. The Grievance Resolution Procedure provides guidance to all managers and staff on how to raise and address work-related concerns and grievances promptly, impartially and confidentially. This procedure and process may be used by:

staff to address work-related concerns and grievances with other staff, and

managers to resolve work-related concerns and grievances between staff.

The Grievance Resolution Procedure does not cover matters relating to:

work health and safety or compensation [refer - Work Health and Safety Manual]

poor performance issues [refer - Managing Unsatisfactory Performance and Conduct Procedure]

fraud, corruption, maladministration or serious or substantial waste of resources [refer - Corrupt Conduct and Maladministration Prevention Policy and PN 017]

misconduct and disciplinary issues [refer - Discipline Policy], or

personal non-work related concerns or grievances.

This procedure applies to all staff of Roads and Maritime Services, skill hire personnel and professional service contractors.

Read this procedure in conjunction with the Workplace Professionalism and Conduct Policy.

2 Definitions

Term	Definition
Grievance	A clear statement by a staff member of a work-related problem, concern or complaint. Grievances may include matters involving: <ul style="list-style-type: none"> • a workplace communication or interpersonal conflict • allocation of work or development opportunities • changes to work processes or practices, or • the interpretation or application of a workplace policy.
Grievant	The staff member who has a work-related grievance
Respondent	The staff member who is the subject of a work-related grievance

SECTION B - PROCEDURE

Workplace grievances are work-related problems, concerns or complaints.

Any staff member involved in any way in a grievance matter is protected against action for defamation provided they:

raise the grievance in accordance with this procedure

do not intentionally make a vexatious, malicious or substantially frivolous complaint [see Section 1], and

maintain confidentiality and do not publish or make information available concerning the grievance to persons who are not directly involved in the grievance.

1 Vexatious complaints

Vexatious complaints are those that do not contain sufficient grounds for action. Vexatious complaints include but are not limited to those issues which are raised:

with malicious intent

with the primary intent to divert organisational resources to delay another matter from being expeditiously dealt with

with the sole intention to annoy or harass another person

frivolously, or

are otherwise lacking in substance.

Staff found to be making vexatious and/or frivolous complaints may be subject to disciplinary action in line with policies and procedures.

2 Confidentiality

All staff involved in a grievance (including its resolution) must maintain confidentiality and only discuss the matter with their manager, nominated support person (if any), other staff involved in the management of the issue, or immediate family members. Any breach of confidentiality may result in disciplinary or legal action.

Any meetings to discuss a grievance must be held privately and, where possible, away from the immediate work area.

3 Documentation

Any documentation relating to addressing grievance matters must be kept securely.

Where the manager addresses grievances directly [see Section 6], they must take brief and factual diary or file notes of all agreed actions and timelines. These notes are to be retained in a secure manner for one year. In addition the manager must complete a Manager/ Supervisor Grievance Report form [No. 731] and forward it by email to the Workplace Conduct and Performance Unit at WorkplaceConduct@transport.nsw.gov.au [see Section 6.4].

4 Victimization

Victimization is any unfavourable treatment of a person as a consequence of their having lodged a grievance, being the subject of a grievance or being otherwise involved in a grievance.

Staff who raise or are otherwise involved in a grievance, are not to be victimised in any way.

Disciplinary proceedings may be commenced against any staff member who victimises or retaliates against a person lodging or otherwise involved in a grievance.

5 Addressing a grievance

A grievance does not need to be submitted in writing in order for the grievance to be addressed.

Grievances may be referred to the Workplace Conduct and Performance Unit at any time directly by the staff member, their manager, another senior manager or the General Manager, Human Resources.

5.1 Seeking advice

At any time, staff can seek guidance on policies and procedures by contacting HR Advisory or their union delegate.

Managers may access advice and support from the Workplace Conduct and Performance Unit.

5.2 Local, informal resolution

Ideally, grievance matters are most effectively addressed informally at a local level between the parties directly involved.

If the person with the grievance feels able, they should discuss the matter with the person involved or with the manager as soon as possible. In many cases, issues are dealt with most effectively in this way and any misunderstandings can be quickly cleared up.

Where informal discussions are not possible or do not resolve the matter, either party can discuss the matter with their manager, a more senior manager, or the Workplace Conduct and Performance Unit.

6 Grievance addressed by manager

Where the manager is addressing the grievance, in the first instance they can seek advice and guidance from the Workplace Conduct and Performance Unit.

The manager must inform all participants that the matters under discussion are confidential and participants must not discuss or divulge any information related to the matter with any person not directly involved in the grievance resolution process.

The manager must also encourage all participants to access the Employee Assistance Program for any additional support they may need.

6.1 Manager's initial meeting with staff member with a grievance

The manager is to meet with the staff member who has a grievance (the grievant) within 24 hours of them raising the matter, or as soon as practical.

The purpose of the meeting is to clarify the grievant's concerns and desired outcomes.

At any time during this process and following consultation with the Workplace Conduct and Performance Unit, the manager may determine:

the matter should be dealt with under a separate process, eg where discipline or work health and safety issues are identified, or

that the grievance is vexatious

and make the appropriate referrals.

Where the manager is of the view that the matter can be dealt with under the Grievance Resolution Procedure, they must inform the grievant that they will discuss the nature of the grievance and any relevant details with the staff member who is the subject of the grievance (the respondent) and, where necessary, any other relevant witnesses.

6.2 Meeting with respondent

The manager must then meet with the respondent as soon as practical to provide information on the details of the grievance, the issues involved and the name of the person who lodged the grievance, so the respondent can respond fully to the manager and provide any relevant information.

The manager must inform the respondent that the manager may discuss the nature of the grievance with relevant witnesses.

6.3 Meeting with any witnesses

The manager may determine that discussions with any witnesses may assist them in the grievance resolution process. The manager must meet with witnesses as soon as practical.

The manager must not provide witnesses with any more information than they need in order to respond to matters requiring confirmation or clarification.

6.4 Concluding the grievance

Once the manager has gathered sufficient information on the matter, they are to convene a meeting with the parties directly involved.

The manager needs to set aside a reasonable period of time for the meeting (2 - 3 hours) and ensure any necessary arrangements are put in place to enable dedicated commitment to the process by all parties.

Depending on the circumstances, joint or separate meetings may be held with the grievant and the respondent. It is preferable that a joint meeting is held as lasting solutions are generally those that are generated collaboratively by the parties involved.

Outcomes can include:

the parties reach agreement

there is an improvement in the immediate circumstances that gave rise to the grievance

outstanding issues remain but the parties agree to disagree and continue to work in a professional manner, and/or

there is no possible action that can be taken to resolve the matter but the parties accept this and the matter will not be discussed again.

If the grievance is not successfully resolved, the manager can refer the matter to a more senior manager and/ or seek advice and support from the Workplace Conduct and Performance Unit.

In all cases, the manager must complete a Manager/ Supervisor Grievance Report form [No. 731] and forward it by email to the Workplace Conduct and Performance Unit at WorkplaceConduct@transport.nsw.gov.au.

7 Action by Workplace Conduct and Performance Unit

Where a grievance matter has been raised directly with, or referred to, the Workplace Conduct and Performance Unit (WCPU) are to contact the parties involved, discuss the matter with them and assess the most appropriate action to be taken.

Actions may include one or more of the following:

a facilitated discussion (conducted by the WCPU or another nominated person)

mediation

development of a remedial action plan

referring the matter to be dealt with under a separate process, eg where discipline or work health and safety issues are identified, and/or formal investigation, or

other appropriate action as determined by the WCPU.

8 Grievance appeals

The grievant or respondent may lodge an appeal where they believe that the whole or part of the grievance resolution process did not comply with the requirements of this procedure.

The appeal must be lodged in writing to the Chief Executive, no later than 21 calendar days after the parties have been advised of the outcome.

The Chief Executive is to review the relevant documentation, take any further action they deem necessary and provide formal notification to the parties involved of their decision.

2 Supporting Documentation

Name of document	Location	Document Type
Workplace Professionalism and Conduct Policy	Intranet - HR Manual	Policy
Code of Conduct and Ethics	Intranet - HR Manual	Policy

SECTION C - GOVERNANCE**1 Roles and Responsibilities**

Role	Description
Staff member, skill hire personnel and professional services contractor	Ensure all behaviour is in accordance with the RMS Code of Conduct and Ethics and this procedure Commit to resolving work-related disputes or differences in a constructive, cooperative and timely manner
Manager	Model appropriate behaviours in the workplace and undertake preventative measures in accordance with this procedure Resolve workplace disputes and grievances in a fair and timely manner and in accordance with this procedure

2 Policy directory requirement

This Roads and Maritime Services Human Resources Manual policy is approved for use.

Date of approval: 9 July 2014.

3 Evaluation and review

Review of this procedure is scheduled 2 years from the date of approval.

4 Further information**HR Advisory**

Intranet: HR@RMS - 'Ask HR a question'

Email: tfnswhr@transport.nsw.gov.au

Phone: 1800 618 445

Workplace Conduct and Performance Unit

Email: WorkplaceConduct@transport.nsw.gov.au

SECTION D - TOOLS**Grievance Resolution Flowchart**

Please see file for details of the Grievance Resolution Flowchart.

SECTION E - DOCUMENT CONTROL

Version control and change history

Version number	Approval date	Approved by	Amendment
01	9 August 2012	General Manager Human Resource Strategy	
01.1	9 January 2014	General Manager Human Resources	Updated to meet changes to the management of grievances by Transport Shared Services Workplace Conduct and Performance Unit

02	9 July 2014	General Manager Human Resources	Updated in accordance with the Roads and Maritime Services Consolidated Salaried Award 2014
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APPENDIX C - GLOSSARY OF TERMS

Traffic Signals Group

(a) RMS Officer (Traffic Signals) Grade 4

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

Duties: Assist a more senior Technician as required.

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

(b) RMS Officer (Traffic Signals) Grade 5

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

Duties (typical):

(i) In charge of a gang / crew engaged on any of the following:

Routine maintenance

Emergency maintenance

Accident repair

Construction / Reconstruction

Miscellaneous activities.

(ii) Member of a team engaged in development, maintenance or repair of traffic signal equipment.

(iii) Tasks might include:-

Supervision and control of other employees

Assisting a trades person in a gang where more than one trades person is deployed

Inspection checking and repair or replacement of traffic signal equipment

Report writing

Servicing of printed circuit assemblies, relay circuits, etc (discrete components and integrated circuits)

Diagnosis of equipment faults with appropriate remedial action.

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

Desirable: Demonstrated knowledge of traffic control equipment - Level 1

(c) RMS Officer (Traffic Signals) Grade 6

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

Duties:

- (i) In charge of a gang where the size of a gang or complexity of work is such that appointment of a grade 2 technician is considered inappropriate.
- (ii) Engaged in traffic systems work.
- (iii) Leader of a group of technicians engaged in development, maintenance or repair of traffic signal equipment.
- (iv) Typical tasks would include those listed of grade 2 level, and where additional complexity exists.

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

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

(d) Leading Technician

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

Duties:

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

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

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

(e) Supervising Technician

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

on the technical aspects of traffic control and advisory systems using advanced electrical and electronic technologies, e.g. traffic control signals, variable message signs, tidal flow systems, traffic monitoring units.

Duties (typical):

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

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

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

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

(f) General

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

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

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

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

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

Electronic Equipment Group

- (a) No person, excepting one who has completed an apprenticeship involving training in electronics, or has reasonable practical experience in electronics, including electronics construction, maintenance and fault

repair, and has completed or is currently undertaking the Post-Trades Electronics Course (1039) or equivalent, shall be appointed as an electronic equipment technician.

- (b) Initial appointment will be at the salary level of electronic equipment technician grade c.
- (c) Progression from grade c to d shall be dependent upon:-
 - (i) the successful completion of the Post-Trades Electronic Course (1039), or equivalent, and
 - (ii) 12 months satisfactory service on the rate for electronic equipment technician grade c.
- (d) A staff member who is directed to lead other personnel in the Electronic Workshop shall be paid the rate for electronic equipment technician grade.

I. TABBAA, Commissioner

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ROADS AND MARITIME SERVICES (WAGES STAFF) AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Maritime Services Division of the Government of New South Wales.

(No. IRC 352 of 2015)

Before Commissioner Tabbaa

18 June 2015

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PART A - CORE CONDITIONS

SECTION 1 - APPLICATION AND OPERATION

1. Title

This Award is known as the Roads and Maritime Services (Wages Staff) Award 2015 (the "Award").

2. Parties Bound

2.1 The parties bound by the Award are:

- (a) The Secretary of the Department of Transport as Head of the Transport Service ("RMS");
- (b) The Australian Workers' Union, New South Wales;
- (c) Construction, Forestry, Mining and Energy Union (Construction & General Division) NSW Divisional Branch;
- (d) Electrical Trades Union of Australia, New South Wales Branch;
- (e) Transport Workers' Union of Australia (New South Wales Branch);
- (f) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, NSW Branch;
- (g) New South Wales Plumbers and Gasfitters Employees Union.
- (h) Barrier Industrial Council;
- (i) Broken Hill Town Employees' Union

2.2 Hereinafter, parties other than RMS and Employees of RMS are referred to collectively as "Unions".

3. Definitions

3.1 In this Award:

- (a) the following definitions apply unless otherwise specified:

"Adult Apprentice" means a person who commences an apprenticeship with RMS at age 21 years or older;

"Apprentice" means an Employee engaged under a recognised Apprenticeship.

"Alternative Arrangements": see clause 14.5;

"Casual Employee" means an Employee engaged and paid as such;

"Continuous Shift Work": see clause 18.2(b);

"Continuous Work Pattern": see clause 14.6;

"Broken Hill Workshop Employees" means those Employees employed in the Broken Hill Workshop whose classifications are outlined in Part B of this Award.

"Chief Executive" means the Chief Executive of the Roads and Maritime Services.

(Note: a reference to any action taken by the Chief Executive or the Employer under this Award is, where appropriate, taken to mean a reference to action taken by a delegate of the Chief Executive.)

"Crib break" means a break, which is treated as time worked, where Employees remain available to carry out reasonably required duties.

"De facto Partner" has the meaning set out in the Interpretation Act 1987 (NSW);

"Defined Servicing Role" means a Mechanical Tradesperson who is responsible for maintaining the service schedule and planning for fleet items in a designated area, liaising with customers, carrying out services at the workshop or in the field, ordering spare parts (such as filters and oils) and maintaining stocks for servicing;

"Dispute": see subclause 46.2;

"Distant Work": see clause 28.2;

"Employee" means a person engaged as a member of the Transport Service in the RMS Group in a classification set out in this Award.

"HDA" means Higher Duties Allowance (see clause 24);

"Industry allowance" refers to the requirement to work in the open on civil/mechanical engineering projects and subject to climatic conditions (i.e. dust blowing in the wind, drippings from newly poured concrete, sloppy and muddy conditions, lack of usual amenities associated with factory work (eg. meal room, change rooms, lockers etc.);

"Inclement weather" means wet weather and/or abnormal climatic conditions including, but not limited to, hail, cold, high winds, severe dust storms, extreme high temperatures or any combination;

"Normal Work Cycle": see clause 14.4;

"Ordinary Shift Hours": see clause 18.2(a);

"Pay Day": see clause 21.3;

"Public Holiday": see clause 44;

"Recall" means a request to return to work to attend to an emergency or breakdown and includes a call-out and call-back;

"RMS" means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the Government Sector Employment Act 2013 to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the Public Sector Employment and Management Act 2002 was abolished, staff moved to the Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this award, references to "RMS" refer to the business of the Roads and Maritime Services rather than to the employer).

"RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.

"Regulator": see the Work Health and Safety Act 2011 (NSW);

"SBU" means Single Bargaining Unit (see clause 45.2);

"Shift Loading": see subclause 18.2(c);

"Shiftworker" means an Employee engaged and performing shift work.

"Substantive Rate of Pay" means the rate an Employee is paid on an hourly basis, paid according to the Employee's contract hours of work and the weekly wage for Employees classification.

"Trainee" means an Employee engaged by RMS under a recognised Traineeship;

"Transport Service" means the Transport Service of New South Wales established by the Transport Administration Act 1988.

- (b) unless a contrary intention is expressed in this Award, a reference to a particular day (for example, a Saturday), shall be construed according to its ordinary meaning.

4. Area, Incidence and Duration

- 4.1 This Award shall apply to the Secretary of the Department of Transport as head of the Transport Service, the Unions and to Employees.
- 4.2 This Award shall commence from the first full pay period to commence on or after 1 July 2015, and shall have a nominal expiry date of 30 June 2017. This Award rescinds and replaces the Roads and Maritime Services (Wages Staff) Award published 28 February 2014 (375 I.G. 1210), as varied.
- 4.3 Any specific provisions contained in section 7 of this Award shall take precedence to the extent of any inconsistency over the general provisions contained in sections 1 - 6 of this Award.

5. No Extra Claims

- 5.1 Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this Award.
- 5.2 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.

6. Anti-Discrimination

- 6.1 It is the intention of the Parties 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.
- 6.2 As such, it follows that in fulfilling the obligations under the dispute resolution procedure stated in this Award, all Parties (including Employees) have an obligation to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It is consistent with the fulfilment of these obligations for the parties to make an application to vary any provisions of this Award if they believe it is directly or indirectly discriminatory.
- 6.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an Employee because that Employee:
- (a) has made a complaint of unlawful discrimination or harassment, or
 - (b) may make a complaint of unlawful discrimination or harassment, or

- (c) has been involved in a complaint of unlawful discrimination or harassment.

6.4 Nothing in this clause is to be used to:

- (a) promote any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) enforce the offering or provision of junior pay rates to people under 21;
- (c) promote 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) prevent any party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

NOTE:

1. RMS and staff may also be subject to Commonwealth anti-discrimination legislation.
2. Section 56(d) of the Anti-Discrimination Act 1977, states:

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

7. Work Health and Safety

7.1 In this clause:

- (a) a "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another Employer for the purpose of such staff performing work or services for that Employer;
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another Employer to provide a specified service or services or to produce a specific outcome or result for that other Employer which might otherwise have been carried out by that other Employer's own Employees.

7.2 Any Employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (a) consult with Employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide Employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such Employees to perform their jobs safely;
- (c) provide Employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own Employees; and

- (d) ensure Employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 7.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon labour hire business arising under relevant legislation.
- 7.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS

8. Employment Categories

- 8.1 Employees may be engaged under any of the following employment categories:
- (a) full-time;
 - (b) part-time;
 - (c) limited duration;
 - (d) casual;
 - (e) apprenticeship/traineeship.
- 8.2 Full-time Employees are engaged on a weekly basis of 38 ordinary hours per week.
- 8.3 RMS may engage an Employee on a part-time basis in accordance with RMS policies and procedures. The following conditions shall apply in relation to part-time employment:
- (a) the ordinary hours of work shall be agreed and recorded in the letter of appointment, and may be varied at any time in writing by agreement;
 - (b) wages and all relevant entitlements are on a pro-rata basis;
 - (c) Employees may work additional hours by agreement. Where additional hours are worked, the additional hours will be paid as follows:
 - (i) for work performed up to the normal daily working hours of full-time Employees performing similar duties, the relevant hourly rate plus a loading of 4/48ths in lieu of annual leave;
 - (ii) for work performed in excess of the normal working hours of full-time Employees performing similar duties, appropriate overtime rates.
 - (d) Employees shall not be directed or placed under duress to move from full-time to part-time work, or vice versa.
- 8.4 Employees may be engaged on a Limited Duration basis for:
- (a) a minimum period of three months and a maximum period generally not exceeding 12 months; or
 - (b) the duration of a project with anticipated starting and finishing dates.
- 8.5 If an Employee's limited duration employment exceeds 12 months, the unions reserve the right to raise the issue of "permanent employment status" for the Employee, unless the Employee is employed for a specific project.

- 8.6 Limited-duration Employees may be employed on a full-time or part-time basis and receive the pay rates and conditions of employment as such.
- 8.7 Casual Employees may be engaged either:
- (a) for short terms or emergency projects; or
 - (b) where required intermittently over a specified period of time (eg. for traffic control).
- 8.8 Casual Employees may not be engaged for a continuous period in excess of three months.
- 8.9 Casual Employees are paid as follows:
- (a) for each hour worked, the appropriate hourly rate plus a 20% casual loading to compensate for all leave other than long service leave;
 - (b) for each hour worked outside the ordinary hours, at the applicable overtime rate plus a casual loading of 20%;
 - (c) for a minimum of three hours per engagement; and
 - (d) all relevant allowances.

9. Apprentices and Trainees

- 9.1 In this clause:
- (a) "School Based Apprentice" means an Employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate;
 - (b) "Deemed Training Hours" means 25 per cent of the actual hours worked by a School Based Apprentice on the job, and is calculated on a weekly basis. This is intended to approximate the time spent in off-the-job training for full-time students;
- 9.2 General
- (a) Where an Apprentice or Trainee loses time for any reason not considered satisfactory by RMS, RMS may deduct an amount proportionate to that amount of time from the Apprentice or Trainee's weekly wage.
 - (b) A tool allowance is included in the Apprentice rates of pay.
- 9.3 Adult Apprentices
- (a) Adult Apprentices are paid the higher of the following rates:
 - (i) the rate applicable to 4th year apprentices for the duration of the apprenticeship; or
 - (ii) for Employees who were employed by RMS immediately before commencing the Adult Apprenticeship, that rate applicable to the substantive position held with RMS immediately prior to the commencement of the apprenticeship.
- 9.4 School based Apprentices
- (a) A School Based Apprentice is paid the relevant hourly rate:
 - (i) for each hour worked; and
 - (ii) for each Deemed Training Hour.

- 9.5 The wages paid for Deemed Training Hours may be averaged over the school term or year.
- 9.6 School Based Apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- 9.7 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a School Based Apprentice undertaking the applicable apprenticeship.
- 9.8 An Apprentice who converts from a School Based Apprenticeship to a Full-Time Apprenticeship will have all their time spent as a Full Time Apprentice counted for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a School Based Apprentice.
- 9.9 Except as provided by this clause, School Based Apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.
- 9.10 The terms and conditions of employment for Apprentices and Trainees shall be covered by this Award, however Civil Construction Trainees will be paid in accordance with the Crown Employees (Public Service Training Wage) Reviewed Award 2008 as varied from time to time. Apprentices will be paid in accordance with Part B, Table 1.

10. Employment Obligations

- 10.1 Employees must:
- (a) carry out duties that the Employee has the skills, competence and training to undertake and are safe to perform, and are within the classification structure of this Award;
 - (b) use the tools, plant and equipment for which the Employee has been trained;
 - (c) wear appropriate personal protective equipment.
- 10.2 Employees are not required to work in a manner that promotes de-skilling.
- 10.3 RMS may require an Employee to move from one work group to another to meet work requirements. Generally, these changes in location will be limited to work groups within 100km. If the movement involves a change in location over 100km, the Employee's agreement to the change will be sought and the Employee will be paid the appropriate entitlements as set out in clauses 26, 27 and 28. While performing these duties the Employee will maintain their existing classification under the Wages Classification Structure, except where the Employee is performing higher graded work under the provisions of clause 24 - Higher Duties.
- 10.4 An Employee may be stood down without pay during any period that the Employee cannot be usefully employed due to strikes, work stoppages or any other reason for which RMS cannot be held reasonably responsible, and where other reasonable alternative duties are not available. This clause does not apply to stoppages due to wet weather.
- 10.5 All truck drivers are required to perform duties other than driving, loading and unloading vehicles, where such duties are available. These duties must be consistent with the work the Employee currently performs.

11. Probationary Period

- 11.1 A probationary period of three months applies to all new Employees. During the probationary period, the Employee's employment may be terminated by either party giving one week's notice to the other party, or payment in lieu thereof. However, RMS can terminate during the probationary period without notice if the Employee has engaged in serious misconduct.

12. Termination of Employment

12.1 After the probationary period referred to in clause 11, an Employee can be terminated at any time as follows:

- (a) by the Employee giving one week's notice or the forfeiture of one week's pay, or
- (b) by the Employer giving the required period of notice as set out in subclause 12.2, or
- (c) without notice for misconduct.

12.2 Unless termination occurs for misconduct, the required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) week's notice.

- 12.3 If an Employee is on a week's notice and during that time are absent from work without permission, it will be considered that the Employee has abandoned their employment.
- 12.4 If an Employee's employment is terminated, except for misconduct, the Employee is paid all wages/leave entitlements due to them at the time of termination.
- 12.5 If an Employee's employment is terminated for misconduct or the Employee resigns, the Employee is paid all wages/leave due to them within one week after termination or after RMS is notified of the Employee's resignation.
- 12.6 If RMS terminates an Employee's services for reasons other than misconduct or incompetence, the Employee is paid one day's ordinary wages for each Public Holiday occurring within 10 calendar days after the Employee's termination date.
- 12.7 If more than two Public Holidays occur within a seven day period, they are regarded as a group of holidays. If the first day of the group occurs within 10 consecutive calendar days after the termination date, the whole group is considered to occur within the 10 consecutive days. For example, Christmas Day, Boxing Day and New Year's Day are regarded as a group.
- 12.8 If an Employee is terminated "without notice" the Employee is paid wages up to the time of termination only.

13. Secure Employment

- 13.1 The objective of this clause is for the Employer to take all reasonable steps to provide its Employees with secure employment by maximising the number of permanent positions in the Employer's workforce, in particular by ensuring that casual Employees have an opportunity to elect to become full-time or part-time Employees.
- 13.2 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.

- 13.3 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.
- 13.4 Any casual Employee who has a right to elect under this clause, upon receiving notice from the Employer under this clause or after the expiry of the time of 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 an agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 13.5 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.
- 13.6 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.
- 13.7 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 this clause, the Employer and Employee shall, in accordance with this paragraph, and subject to subclause 13.4, discuss and agree upon:
- (a) whether the Employee will convert to full-time or part-time employment; and
 - (b) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW).
- 13.8 An Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect his or her contract of employment to full-time employment and an Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and time of work as previously worked, unless other arrangements are agreed between the Employer and the Employee.
- 13.9 Following an agreement being reached pursuant to this clause, the Employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 13.10 An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

SECTION 3 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

14. Hours of Work

Note: See clauses 50-53 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 14 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 14.1 An Employee's contract of employment is based on 38 ordinary hours worked each week.
- 14.2 A normal working cycle consists of 152 hours and:
- (a) is 19 working days within a 20 day, four week period,
 - (b) is 8 hours worked each day between 6.00am and 6.00pm. However, an Employee(s)'s normal commencement time may be altered by agreement between the local manager and the majority of staff to allow the Employee(s) to commence their ordinary hours of work at 5.00am. The reason for such change may include, wanting to leave work early on a day before a gazetted public or local public holiday or if it is anticipated the day in question may be an extremely hot day.
 - (c) during this cycle, 0.4 of one hour (24 minutes) of each day worked is accrued. This entitles an Employee to one day off in each four week cycle, know as an "Accrued Day Off (ADO)". Wages for accrued time are paid in the period during which it was accrued.
- 14.3 Subclause 14.2 does not apply to Sydney Harbour Bridge maintenance staff (see subclauses 50.3-50.5 for the working hours of this group).
- 14.4 An Employee or their work group may be required by local management to change starting/finishing times and the time/hours an Employee works for the following reasons:
- (a) geography, climate or traffic conditions,
 - (b) specific works, changes to hours, days or periods of the year (whole/part of a depot/individual, or
 - (c) greater flexibility.
 - (d) the Employee(s) will be given one (1) week's notice of the change.
- 14.5 Flexible Arrangements
- (a) alternatives to the normal work cycle include a:
 - (i) 9 day fortnight
 - (ii) 4 day week; or
 - (iii) any alternative work arrangement approved by management and endorsed by the Regional Consultative Group prior to implementation.
 - (b) If an Employee's working time/hours are varied consistent with subclause 14.5, the Employee cannot work more than:
 - (i) 10 hours each day between 6.00am and 6.00pm
 - (ii) 80 ordinary hours each fortnight
- 14.6 Continuous work patterns:
- (a) Where local management and the majority of Employees agree, the ordinary hours of work may be varied to include work on Saturdays and Sundays within the average of 38 hours per week.
 - (b) If work time/hours are varied consistent with this subclause, Employees are:
 - (i) paid 50% more than the Employee's ordinary rate for the first two hours and 100% more than the Employee's ordinary time rate thereafter for work on Saturdays that forms part of the 38 hours per week average.

- (ii) paid 100% more than the Employee's ordinary time rate for all work on Sundays that forms part of the 38 hours per week average.
- (iii) not required to work on more than 10 consecutive days, and
- (iv) rostered off for at least four consecutive days within the two week cycle. Employees are not paid for these days.

15. Accrued Day Off

Note: See clauses 50-53 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 15 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency

- 15.1 If an Employee works a 9 day fortnight under a flexible arrangement pursuant to subclause 14.5, they will receive one additional day off (making a total of two) in each 20 day, four week cycle.
- 15.2 If an Employee works a 4 day week they will receive three additional days off (making a total of four) in each 20 day, four week cycle.
- 15.3 For accrual purposes:
 - (a) each day of paid leave an Employee takes pursuant to subclause 14.2 (normal working cycle) or subclause 14.5 (flexible arrangements), is counted as a working day
 - (b) any public holidays occurring pursuant to subclause 14.2 (normal working cycle) or subclause 14.5 (flexible arrangements), is counted as 8 hours.
- 15.4 By 30 September, RMS and the unions develop an ADO calendar for the following year. In doing so, they ensure that:
 - (a) ADOs fall together with public holidays, where appropriate
 - (b) attention is given to the dates on which ADOs are observed by the Building and Construction Industry.
- 15.5 Once the new ADO calendar is established it may be changed if local management and the majority of staff (whole/part of a depot/individual) agree. Consideration is given to changing the calendar so that ADOs are observed on days where road traffic is likely to significantly reduce productivity (e.g. the last day of the school term or local events such as the Bathurst car races).
- 15.6 It is essential that local management and Employees designate additional days off where flexible arrangements are implemented to best meet the anticipated needs of RMS and to be equitable to Employees. Any additional days off should be incorporated into the ADO calendar.
- 15.7 Local management, in consultation with Employees, may require an Employee(s) to carry out work on a programmed ADO, either indefinitely or for a prescribed length of time. If you work on a programmed ADO the Employee shall:
 - (a) be given at least one (1) week's notice of the change
 - (b) be given a copy of the program of alternative ADOs
 - (c) not be paid penalty payments for this work, and
 - (d) be permitted to take an alternative working day off as your ADO (Note: this day is unpaid).

- 15.8 RMS may require an Employee to occasionally work on an ADO if the ADO:
- (a) stops others from carrying out their work
 - (b) results in other Employees having to complete maintenance tasks outside normal working hours
 - (c) delays a project.
- 15.9 If an Employee is required to work on their ADO without the notice period outlined in subclause 15.7(a), the Employee shall:
- (a) be paid at the Saturday overtime rates
 - (b) permitted another day off, where practical, before the end of the next work cycle. The Employee is not paid for this day.
- 15.10 Employee(s) may accrue a maximum of 5 ADOs providing there is agreement between:
- (a) RMS and the unions on a statewide basis, or
 - (b) local management and a majority of Employees (whole/part of a depot/individual)
- 15.11 For Employees on an averaged work pattern, accrued days off will be taken according to the agreed roster.

16. Meal Breaks

Note: See clauses 50-53 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 16 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 16.1 This clause does not apply to Shiftworkers. Crib entitlements for shift workers are set out under the shift work provisions of this Award.
- 16.2 The following provisions apply to Employees, other than Broken Hill Workshop Employees:
- (a) Employees shall receive an unpaid 30 minute meal break each day, to be taken between 11:30 am and 1:30 pm. The duration of the meal break may be extended up to a maximum duration of one hour by agreement.
 - (b) RMS may delay a scheduled meal break by up to 1.5 hours to finish essential work without the payment of overtime or additional rates. Where an Employee, other than a Broken Hill Workshop Employee, continues to work beyond 1.5 hours after the scheduled meal break, the Employee shall receive payment at overtime rates until a meal break is taken.
 - (c) Generally, an Employee should not be required to work for more than 5 hours without a meal break. However, an exception applies if you work on roads where clearway arrangements apply. In such cases, local management and staff should discuss the daily meal break with a view to maximising working time during non clearway hours.
- 16.3 Broken Hill Workshop Employees are entitled to a 30 minute paid meal break.

17. Tea Break

- 17.1 This clause does not apply to Sydney Harbour Bridge maintenance workers.
- 17.2 Employees shall receive a paid 20 minute morning tea break, as agreed with RMS. This break should not necessarily cause work stoppage.

18. Shift Work

18.1 This clause outlines the conditions for shift work. It does not apply to:

- (a) Traffic Signals Technicians Assistant
- (b) Traffic Emergency Patroller
- (c) Sydney Harbour Bridge Tow Truck Team Leader, Driver or Attendant

The conditions for shift work applicable to these roles are detailed in section 7.

18.2 Shift work is worked between:

- (a) Sunday to Thursday inclusive, or
- (b) Monday to Friday inclusive.

18.3 Arrangements for working shifts are by agreement between local management and the majority of staff, provided that the choice of shift patterns does not prevent RMS from applying the shift work provisions to complete the work required.

18.4 For the purpose of this clause only:

- (a) "Ordinary shift hours" means 152 ordinary hours worked in a four week work cycle (includes any Alternative or Flexible Arrangements). In accordance with subclause 14.5(b), ordinary shift hours cannot be longer than ten hours.
- (b) 'Flexible arrangements'. These arrangements must be agreed at a local level. Examples include:
 - (i) 19 working days of eight hours within a 20 day, four week cycle,
 - (ii) a nine day fortnight, or
 - (iii) a four day week.
- (c) "Continuous shift work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of at least six consecutive days without interruption, except during breakdowns, meal breaks or due to unavoidable causes beyond the control of RMS.
- (d) "Early morning shift" means any shift commencing at or after 4:00am and before 6:00am.
- (e) "Afternoon shift" means any shift commencing at or after 1:00pm and before 6:00pm.
- (f) "Night shift" means any shift commencing at or after 6:00pm and at or before 4:00am.

18.5 The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:

Shift	Loading
Early morning	12.5%
Afternoon	25%
Night	50%

18.6 For Employees whose normal shift is worked between:

- (a) Monday and Friday, the Friday shift starts before and finishes after midnight Friday.

- (b) Sunday and Thursday, the Sunday shift starts before midnight Sunday.
- 18.7 Employees who work on a Saturday, Sunday or Public Holiday shall be paid at overtime rates, provided that:
- (a) Friday shifts referred to in subclause 18.6 are paid at ordinary shift rates
- (b) Sunday shifts referred to in subclause 18.6 are paid at ordinary shift rates after midnight Sunday.
- 18.8 Employees who work in excess of the agreed ordinary shift hours on Sunday to Thursday or Monday to Friday (excluding public holidays) shall be paid double-time.
- 18.9 Employees required to work shift work shall be given at least 48 hours notice. If an Employee's shift hours are changed, they shall be notified by the finishing time of their previous shift.
- 18.10 An Employee cannot work more than one ordinary shift on any one day (e.g. a day shift and a night shift). If an Employee is required to work a second shift on a given day, the second shift is paid at overtime rates.
- 18.11 If an Employee works a shift of less than five consecutive working days and it is:
- (a) due to the Employee's actions, they shall be paid normal shift rates
- (b) not due to the Employee's actions, they shall be paid overtime rates.
- 18.12 ADOs and Public Holidays (including the picnic day) are counted as single days worked and form part of the calculation towards the completion of five consecutive days worked for the purpose of subclause 18.11.
- 18.13 Employees, other than Broken Hill Workshop Employees (in which case subclause 16.3 applies) shall receive a paid 30 minute crib break for each shift worked. Generally, the crib break must commence within five hours from the start of the shift and may be taken over several periods of time totalling 30 minutes.
- 18.14 If an Employee does not work a complete four week cycle, the Employee shall receive pro-rata accrued entitlements for each shift (or part shift) worked.

19. Overtime

Note: See clauses 50-53 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 19 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 19.1 Employees may be required to work a reasonable amount of overtime at overtime rates in addition to the Employee's ordinary hours of work. For the purposes of this clause, what is reasonable or otherwise is determined with regard to:
- (a) any risk to health and safety;
- (b) the Employee's personal circumstances, including family and carer responsibilities;
- (c) the needs of RMS;
- (d) the notice (if any) given by RMS of the requirement to work overtime and the notice (if any) given by the Employee of the intention to refuse to work overtime; and
- (e) any other relevant matters.

19.2 An Employee may refuse to work overtime in circumstances where the overtime would result in unreasonable working hours.

19.3 Unless otherwise specified in this clause, for Employees other than Broken Hill Workshop Employees:

- (a) overtime is paid at the rate of time and one half for the first two hours and double time thereafter.
- (b) If an Employee works outside ordinary hours the Employee is paid overtime at the following rates:

Description	Pay rate
First two hours	Time-and-a-half
After the first two hours	Double-time
All work after 12 noon Saturday	Double-time
All work on Sunday	Double-time
All work on a Public Holiday	Double-time-and-a-half
Regular overtime that normally commences after 12 noon on Saturday	Time-and-a-half for the first two hours, then double-time

19.4 Overtime worked by Broken Hill Workshop Employees:

- (a) before or after ordinary hours of work and on Saturday and Sunday will be paid at the rate of double time;

19.5 Overtime worked by shift-workers is paid at the rate of double-time, unless the overtime is worked on a public holiday, in which case it is paid at double time and one half. Overtime for shift-workers is calculated on the ordinary rate of pay exclusive of loadings, penalties and allowances.

19.6 For the purposes of calculating the overtime rate, each day shall stand alone. If overtime is worked before or after a shift and continues for an unbroken period during which ordinary time is worked, overtime is calculated by reference to the total hours worked.

19.7 10 Hour Break

- (a) Subject to subclauses 19.7(c), (e) and (f), an Employee who has worked overtime and has not had 10 consecutive hours off duty after finishing the Employee's last shift, must have 10 consecutive hours off duty prior to recommencing work.
- (b) If an Employee works overtime on a Saturday, Sunday or Public Holiday, and these days are not the Employee's ordinary working days off or ADO, and the Employee has not had 10 consecutive hours off duty within the 24 hour period before starting their next shift, the Employee must have 10 consecutive hours off duty after finishing overtime.
- (c) If an Employee is instructed to resume or continue work without having the required 10 consecutive hours off duty, the Employee shall receive payment at the rate of double-time until the end of duty. The Employee will be entitled to be absent until 10 consecutive hours off duty have been taken.
- (d) If the 10 hours off duty occurs during the Employee's ordinary hours, RMS will not deduct any amounts from the Employee's pay.
- (e) Subclauses 19.7(c)-(d) do not apply to an Employee who has been recalled to work whilst on Standby and the period of time actually worked is less than 4 hours.
- (f) In the case of shift workers, a reference to 10 hours in this clause is taken to be 8 hours if:
 - (i) the overtime is worked for the purpose of changing shift rosters;

- (ii) the Employee is required to replace other shift workers who do not report for duty; or
 - (iii) the overtime is worked by arrangement between the Employee and other Employees.
- 19.8 Employees, other than Broken Hill Workshop Employees, required to work overtime on a Saturday, Sunday or Public Holiday shall receive a minimum of four hours pay at the appropriate rate.
- 19.9 Except in emergencies, an Employee must not work more than half an hour of overtime if the Employee is completing holes for firing and before firing if the Employee is excavating sandstone or working underground.
- 19.10 An Employee who is required to work two or more hours of overtime after their normal finishing time shall receive a 30 minute crib break without loss of pay after the first two hours, and a further paid 30 minute break after each additional four hours of overtime worked after the initial two hours. To qualify for this entitlement, work must continue after the crib break.
- 19.11 An Employee who works overtime on a Saturday, Sunday or Public Holiday shall receive a crib break of 30 minutes without loss of pay if work continues after 12 noon.
- 19.12 Despite any other provision in this Award, an Employee and the Employee's manager/supervisor may agree to a meal or crib break being taken at any time (including at the end of the period of overtime) subject to any relevant Work Health and Safety guidelines.
- 19.13 An Employee, other than a Broken Hill Workshop Employee, who is required to work more than 1.5 hours after the Employee's normal finishing time, shall be provided with either:
- (a) a meal; or
 - (b) a meal allowance to the amount set out in Part B.
- 19.14 A further meal or meal allowance shall be provided to Employees, other than Broken Hill Workshop Employees, after each additional 4 hours of continuous overtime following the initial 1.5 hours.
- Note: Employees who receive an accommodation allowance that includes a payment for an evening meal are not entitled to payment under subclauses 19.13 to 19.14.

20. Recall to Work

- 20.1 If an Employee is recalled to work after leaving their job the Employee is paid a minimum of four hours at overtime rates.
- 20.2 Subsequent call out or call backs occurring within the four hour period of a call out or call back do not attract additional payments.
- 20.3 If an Employee's call out or call back duties continue into what would be the Employee's ordinary working hours the Employee's entitlement is calculated as follows:
- (a) Overtime rates continue until the minimum four hours have elapsed.
 - (b) Payment of the Employee's ordinary hours rate commences when the minimum four hours have elapsed.
- 20.4 If any portion of an Employee's call out or call back period continues into the Employee's ordinary hours, those hours after the Employee's ordinary starting time are considered part of the Employee's ordinary work hours.
- 20.5 Nothing in this clause should be interpreted in a manner that gives rise to a claim:
- (a) for the payment of ordinary hours in addition to any payment for call out, nor

- (b) that an Employee has failed to meet their contract hours.
- 20.6 Payment for a call out or call back is calculated from the time that an Employee departs for work. Payment ceases when the Employee arrives at their residence or accommodation after returning directly from the call out or call back. Payment is made on the basis of a direct return to the Employee's home or accommodation.

SECTION 4- WAGES, ALLOWANCES AND RELATED MATTERS

21. Payment of Wages

- 21.1 Wages are paid fortnightly by electronic funds transfer into the Employee's nominated bank account. Wages for accrued time are paid in the period during which it was accrued.
- 21.2 Each Employee will receive a confidential docket with the following details:
- (a) gross amount and particulars of wages and allowances
 - (b) amount and particulars of deductions
 - (c) classification
 - (d) date on which payment is made
 - (e) period of employment to which the payment relates
 - (f) amount and type of deductions.
- 21.3 One day of each pay period shall be recognised as the Pay Day. The pay period closes not more than three working days before the Pay Day. An Employee who is not paid on or before the Pay Day is paid at ordinary rates for all working time the Employee is kept waiting.
- 21.4 For the purposes of Employees who arrive to work late or leave early, and for the calculation of overtime, working time is calculated to the nearest 0.1 hours (i.e. 6 minutes).

22. Rates of Pay

- 22.1 The rates of pay in this Award are set out in Table 1, Part B of this Award. The pay rates outlined in Table 1, Part B incorporate the following wage increases:
- (a) 2.5 % from the first full pay period to commence on or after 1 July 2015,
 - (b) 2.5% from the first full pay period to commence on or after 1 July 2016.
- 22.2 The pay rates in this Award are based on the "RMS Wages Classification Structure".
- 22.3 Unless otherwise provided for in this Award, the pay rates in this Award include compensation for all disabilities associated with the performance of the work, and all allowances previously rolled-up including, but not limited to, industry allowance, special loading, leading hand allowance, tool allowance, follow-the-job loading, annual leave loading, inclement weather allowance, tradespersons allowance, dirty/hot, confined or awkward working conditions and 50 cents per week for holding a drivers licence (whether or not the Employee is required to drive plant items or motor vehicles).

23. Allowances

- 23.1 Operative dates and future increases in other rates and allowances

- (a) Relevant work related allowances e.g. Sydney Harbour Bridge Allowances, have increased by 2.5 per cent effective from the first full pay period on or after 1 July 2015.
- (b) Relevant expense related allowances e.g. overtime meal allowance, shall increase in line with movements of the same allowances and from the same operative dates as those contained in the Crown Employees (Skilled Trades) Award.

23.2 General

- (a) The allowances described in this section do not form part of an Employee's ordinary wage and are not paid for all purposes of this Award.
- (b) If more than one of the allowances provides payment for disabilities of substantially the same nature, only the highest rate is paid.
- (c) Allowances are paid irrespective of the time at which the work is performed and are not subject to any premium or penalty conditions.

23.3 Asphalt plant repairs allowance

- (a) If an Employee is a tradesperson, the Employee is paid an additional hourly amount or part of an hour, as stated in Table 2, "Other Rates and Allowances", in Part B of this Award for repairs, maintenance or alterations to the following designated areas:
 - (i) dryer drum
 - (ii) hot elevator
 - (iii) single chute (Bellambi)
 - (iv) screens
 - (v) weighing hopper
 - (vi) pug mill
 - (vii) scrubbing bins, jets and scrubbing pits (Bellambi)
 - (viii) cyclone
 - (ix) hot bitumen kettle (Bellambi)

23.4 First aid allowance

- (a) An Employee who is appointed by RMS as a First Aid Attendant in accordance with its policies shall receive an additional amount per day, as set out in Part B.
- (b) A First Aid Attendant is required to maintain relevant qualifications and training in accordance with RMS policy.

23.5 Lead paint removal allowance

Employees required to work on structures that are primed with lead-based paint receive an hourly amount, as prescribed in Part B, only for the period of time that the Employee is:

- (a) fully compliant with WHS management plans and safe systems of work; and
- (b) performing any one or more of the following tasks:

- (i) abrading by hand or mechanical means;
- (ii) dry or wet blasting inside containment;
- (iii) grit recovery inside containment;
- (iv) bagging and packaging lead contaminated waste;
- (v) cleaning filters and/or performing internal maintenance on dust extractors;
- (vi) setting up, operating and decommissioning the grit blaster (when using recycled materials), dust extractor and grit recovery unit;
- (vii) erecting previously used containment sheeting;
- (viii) removing and disposing of containment sheeting;
- (ix) flame cutting or welding on the structure;
- (x) decontaminating and removing materials and equipment from within the confines of the containment; or
- (xi) bagging and un-bagging of lead contaminated personal protection equipment.

23.6 Asbestos Materials Allowance

Employees required to use materials containing asbestos or to work with others using asbestos are provided with the necessary safeguards as required by the appropriate work health and safety authority, and Employees must use all supplied safeguards. In such cases, if the safeguards make the wearing of protective equipment mandatory, such Employees shall receive an hourly amount, as prescribed in Part B.

23.7 Asbestos Eradication Allowance

- (a) In this clause, "Asbestos Eradication" means working in a building or its surrounds to remove or neutralise any materials that contain asbestos.
- (b) Where Employees are engaged in Asbestos Eradication:
 - (i) all work must be conducted in accordance with all relevant WHS legislation and requirements; and
 - (ii) such Employees shall receive an hourly amount as prescribed in Part B.

23.8 Long/wide load allowance

Truck Drivers required to drive a loaded truck or articulated vehicle (excluding vehicles included in the definition of Truck Driver (Road Train)) which together with its load exceeds the specifications below, shall receive the appropriate hourly amount with a minimum daily amount as prescribed in Part B:

- (a) 2.90m wide or 18.29m long or 4.30m high (measured from the ground level); or
- (b) 3.36m wide or 21.34m long or 4.58m high (measured from the ground level).

23.9 Mechanical trades allowances

- (a) Mechanical Tradespersons instructed to work alone from a designated remote location, shall receive an allowance equivalent to 5% of the wage rate for a Mechanical Tradesperson, Grade 1 for the period the Employee is required to work from that location.

- (b) Employees who are instructed to carry out the Defined Servicing Role (refer clause 3 - Definitions) shall receive an allowance equivalent to 2.5% of the wage rate for a Mechanical Tradesperson, Grade 3 for the period the Employee is required to carry out that role.

23.10 Sydney Harbour Bridge Allowance

Sydney Harbour Bridge Maintenance Employees who are directed to work on the steel (including apprentices) receive an additional amount per week, as set out in Part B. This compensates for any disabilities arising from the nature of the bridge structure and its environs and is paid for all purposes of this Award.

24. Higher Duties

- 24.1 Subject to the provisions contained in this subclause, Employees are entitled to the payment of higher duties when they are directed to perform the duties of a position graded higher than theirs.
- 24.2 The Higher Duties Allowance (HDA) is payable for a minimum period of one day.
- 24.3 To be eligible for HDA, an Employee must satisfactorily perform the major functions of the position. The Employee is not eligible for the HDA payment if they are learning the critical aspects of the higher graded position.
- 24.4 The Employee's manager or supervisor must approve the period of higher duties prior to the Employee commencing in the higher graded position. Prior approval is also required before any period of acting in higher duties is to be extended.
- 24.5 HDA is not applicable to positions that are multi-graded (eg. HDA is not applicable if you are a Roadworker Grade 2 working as a Roadworker Grade 3).
- 24.6 Higher Duties Allowance (HDA) is only payable when:
- (a) the Employee fills an existing position during casual absences of the incumbent, including absences due to leave;
 - (b) approval is given to create and place the Employee in a temporary position that is intended to exist for a limited-duration (for example, for specific projects);
 - (c) the Employee is directed to perform certain functions for the purposes of maintaining accreditation; or
 - (d) the Employee is directed to perform the duties of the higher graded position while on call-out or overtime because the regular person is unavailable. In such cases, HDA is paid at an hourly rate only for the period of the overtime or call-out.
- 24.7 If the required period of relief in a higher graded position is for six months or more, expressions of interest must be sought from the local work area.
- 24.8 If the higher duties position is a salaried position, the HDA is paid in accordance with RMS Policy.

25. On-call Allowance

- 25.1 This clause does not apply to Broken Hill Workshop Employees.
- 25.2 You may be directed by RMS to be on-call for duty outside ordinary hours in order to attend emergencies or breakdowns. If you are on-call, you are not required to remain at home but you must be contactable and you must respond within a reasonable time.

- 25.3 If you are on call and are recalled to work you are paid a minimum of 4 hours at overtime rates. In such cases, if the time actually worked is less than 4 hours, that time worked does not affect your 10 hour break requirements, as stated in subclause 19.7 (a) and (f).
- 25.4 If you are on call, you are paid a daily allowance equivalent to two hours pay at single rates for your ordinary classification for each night worked, Monday to Thursday inclusive (apart from public holidays).
- 25.5 If you are on call you are paid a daily allowance equivalent to eight hours pay at single-time for your ordinary classification for the following:
- Friday evening/Saturday
- Sundays/Monday mornings
- your ADOs, and
- Public Holidays.
- 25.6 Where on call provisions apply, if you are available you are allocated work according to a roster or some other arrangement agreed by the majority of staff.
- 25.7 An Employee who is directed to remain on standby at home, work or elsewhere in readiness to work overtime for the purposes of snow clearing (Cooma), shall receive payment at the hourly rate for the period of time that the Employee is directed to remain on standby, and is not entitled to the payment of any on-call allowance in respect of that period

26. Fares & Travel

26.1 General

- (a) This clause does not apply to:
- (i) Employees attached to the Sydney Harbour Bridge maintenance office;
 - (ii) Traffic Signals Technicians Assistants;
 - (iii) Employees who are provided with a work vehicle to travel between the Employee's place of residence and the job site; and
 - (iv) Broken Hill Workshop Employees.
- (b) Where an Employee chooses to move their place of residence and this involves an increased cost to RMS, RMS reserves the right to base the Employee's fares/travel allowance on the distance travelled from the previous original residence.

26.2 Fares

- (a) Subclause 26.2 applies to Employees who can establish a fare by a recognised public transport route from their residence to their workplace or established pick-up point.
- (b) Employees who travel to and from work by public transport are reimbursed all fares actually and necessarily incurred, in excess of the amount per week or the amount per day, as prescribed in Part B, Table 2 "Other Rates and Allowances" of this Award.
- (c) Where an Employee is provided with (or is offered by RMS) accommodation or equivalent, and instead of utilising the accommodation provided the Employee elects to travel from another location, the excess fares described in the above subclause are not paid.

- (d) Where an Employee spends more than 10 minutes travelling each way between the nearest stopping place of any public transport service and the Employee's work, the Employee shall receive payment for that time at the ordinary rate. Walking time is calculated at a rate of 1 km every 12 minutes.
- (e) Employees who elect to travel by their own transport (or where public transport is unavailable/impracticable) shall receive the fare equivalent of public transport only.
- (f) Employees must provide sufficient information in the form designated by RMS to verify the entitlement to the payment of fares:
 - (i) upon the commencement of employment;
 - (ii) when fare or address details change; and
 - (iii) when directed to do so by RMS from time to time.
- (g) Additionally, Employees must indicate in each pay period on the timesheet whether fares are claimed for all or part of that period ("Fare Claim").
- (h) Employees who fail to make a valid Fare Claim within 14 days of the date the expense was incurred (or deemed to have been incurred), or who fail to verify their entitlement to fares within 14 days from being required to do so pursuant to this clause, shall not be entitled to any payment under this clause in respect of those periods.

26.3 Travelling Allowance

- (a) The allowance provisions provided by this subclause do not apply where payment is made in accordance with subclause 26.2, Fares.
- (b) If accommodation is not provided, public transport is not available and RMS does not provide transport, the Employee is paid an amount per day, as set out in Table 2, "Other Rates and Allowances", in Part B, of this Award, for the appropriate distance the Employee must travel, as follows:
 - (i) 3, but not more than 10km
 - (ii) More than 10km but not more than 20km
 - (iii) More than 20km but not more than 30km
 - (iv) More than 30km but not more than 40km
 - (v) More than 40km but not more than 50km
 - (vi) More than 50km but not more than 60km
 - (vii) More than 60km but not more than 70km
 - (viii) More than 70km but not more than 80km
 - (ix) More than 80km but not more than 90km
 - (x) More than 90km but not more than 100km
- (c) If an Employee is directed to report to the worksite, amenities are provided in accordance with the relevant WorkCover Code of Practice - Amenities for Construction Work.

- (d) If an Employee's work or established reporting place is more than 100km from the Employee's residence, RMS provides accommodation, as per subclause 28.5 or suitable transport.
- (e) If RMS provides accommodation and the Employee chooses to travel to and from the Employee's residence each day, RMS does not pay a travelling allowance in excess of the 100km rate.
- (f) If an Employee chooses to move their place of residence and this involves an increased cost to RMS, RMS reserves the right to base the Employee's travel allowance on the distance travelled from the Employee's previous residence.

27. Transport Provided by RMS

- 27.1 This clause does not apply to Broken Hill Workshop Employees.
- 27.2 This subclause will not apply if instead of using the Employee's own vehicle where the Employee would have received payment for fares and/or travelling, RMS provides the Employee with a work vehicle to travel between the Employee's place of residence and the jobsite.
- 27.3 Where RMS provides an Employee with a vehicle to travel to a worksite, RMS pays travel time at ordinary rates for the time spent travelling in excess of:
- (a) 10 minutes each way from an established pick up point or a point no more than 3 km from the Employee's residence; or
 - (b) 20 minutes each way when accommodation is provided.
- 27.4 Travelling time will be paid for a maximum of three hours per day. All time in excess of this is considered work time and travel time at overtime rates.
- 27.5 Vehicles must leave promptly at finishing time.
- 27.6 If a worksite does not have the facilities as outlined in the relevant WorkCover Code of Practice - Amenities for Construction Work, the time spent travelling is deemed work time or travel time at overtime rates.
- 27.7 An Employee who is the driver of an RMS vehicle shall receive payment for travel time at a rate equivalent to overtime if the driver is required to transport other Employees and materials to and from the worksite. If you are not the driver of such vehicles you are paid travel time at ordinary rates.
- 27.8 Subject to subclause 27.4, an Employee who uses an RMS vehicle to attend training or other meetings, shall receive travel time at ordinary rates.
- 27.9 If RMS transfers an Employee from one job to another during working hours, RMS must:
- (a) pay the time spent travelling as time worked or at overtime equivalent rates in accordance with subclause 27.3 above, plus any additional fares incurred by the Employee; and
 - (b) return the Employee, unless the Employee requests otherwise, to the point from which the Employee was transferred if RMS was unable to notify the Employee of the transfer on the day before.

28. Distant Work

- 28.1 This clause does not apply to Traffic Signals Technicians' Assistants, whose arrangements are commensurate with salaried staff when engaged on Distant Work.
- 28.2 "Distant Work" means employment at a workplace that requires an Employee to live away from the Employee's usual residence.

- 28.3 RMS will provide at least two days notice before it is necessary for an Employee to travel and report for duty on Distant Work, except in case of emergency or unforeseen circumstances.
- 28.4 Where possible RMS provides transport to and from Distant Work at the beginning and end of each work week/period. In this case the time spent travelling to and from Distant Work is paid as per clause 27 (Transport provided by RMS). Where RMS does not provide such transport, Employees shall be:
- (a) reimbursed for the specified journey at a set rate per kilometre, as prescribed in Part B if the Employee uses their own private vehicle; or
 - (b) reimbursed for the cost of fares and return fares if the Employee does not use their own private vehicle.
 - (c) Employees will be paid for the time spent travelling as per subclause 27.3.
- 28.5 Employees required to report for duty on Distant Work, are provided with either:
- (a) accommodation and meals as follows:
 - (i) at an established RMS camp;
 - (ii) at a well kept establishment of at least 3 star motel accommodation (as defined in the NRMA Accommodation Directory) in either a single room or a twin room if a single room is not available;
 - (iii) if suitable motel accommodation is not available, in a single room hotel or private accommodation;
 - (iv) if suitable motel, hotel or private accommodation is not available, at a caravan park; or
 - (v) If a suitable caravan park is not available, in a caravan with a toilet, shower and air conditioning or another agreed facility; or
 - (b) a daily 'Country Allowance' as prescribed in Part B, to provide for meals and overnight accommodation. This allowance is only paid for days when an overnight stay is involved.
- 28.6 If RMS provides accommodation, an Employee may elect to receive the relevant amounts, as prescribed in Table 2 for breakfast, lunch, dinner and any incidental expenses incurred, in lieu of RMS providing, or paying directly for, meals.
- 28.7 If accommodation and meal(s) are provided, the Employee is entitled to an incidental payment of a set amount for each night spent away from their residence or normal reporting place, as prescribed in Table 2.
- 28.8 If RMS and the majority of staff engaged on Distant Work agree, the ADO may be taken at a time mutually agreed, or accrued up to a maximum of five days.

29. Clothing

- 29.1 The work apparel issued to Employees in accordance with this clause is in addition to any other required personal protective clothing and equipment (PPE) issued by RMS.
- 29.2 RMS issues, free of cost, the following work apparel:

Item	Number
Trousers*	Five in total, in any combination
Shorts*	
Long pants*	

High-visibility, long-sleeve shirt*	Five in total, in any combination
Cotton drill long sleeve shirt*	
Windcheater (sloppy joe)	Two
Jacket (light, heavy or spray)	Two
Long socks	Five
Belt	One
Hat (stockman style)	One
Gear bag	One
*One pair of overalls may be substituted for any pants/shirt combination	

- 29.3 Work apparel is replaced on a "fair wear and tear, new for old" exchange basis.
- 29.4 It is a condition of an Employee's employment that they wear work apparel issued to them by RMS while on duty.
- 29.5 If an Employee elects to wear cotton drill shirts, the Employee must wear an approved, high-visibility garment over the Employee's shirt when they are working near traffic.
- 29.6 Employees are responsible for the cost of cleaning and maintaining RMS-issued work apparel.
- 29.7 Casual Employees are initially issued with two sets of trouser and shirt combinations plus other essential items (e.g. belts, socks). All other items are issued on a needs basis (e.g. winter jackets).
- 29.8 RMS must provide Employees with personal protective clothing and equipment (PPE), as stated in Safe Working Method Statements (SWMS), to ensure the Employee's health and safety in the workplace.

30. Tools & Amenities

30.1 Tools

- (a) RMS provides Employees with all necessary special tools required to perform your work.
- (b) RMS insures each Employee's tools against loss or damage by fire whilst the tools are on RMS premises or worksites. RMS may require Employees to provide a list of all their tools.
- (c) RMS will reimburse an Employee for loss of their tools up to the value prescribed in Part B if RMS requests that the tools be stored on the job and the tools are subsequently stolen by break and enter outside ordinary working hours.
- (d) If a Broken Hill Workshop Employee is required to supply tools, the RMS will pay a tool allowance of \$1.30 per day.

30.2 Amenities

- (a) Amenities shall be provided in accordance with the Workcover Code of Practice - Amenities for Construction Work. However, where amenities cannot be provided in accordance with relevant guidelines, and an Employee is required to report directly to the worksite, the time spent travelling to and from the worksite is deemed work time or travel time at overtime rates.
- (b) An Employee who is a tradesperson, shall be provided with a suitable, secure, weatherproof lock-up at the workplace for the Employee's tools. If a lock-up is not provided and the Employee's tools are stolen by reason of RMS's negligence, RMS compensates the Employee for the loss in accordance with subclause 30.1.
- (c) RMS provides cool drinking water and, where a morning tea break applies, tea and coffee making facilities.

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS

31. General Provisions

- 31.1 All leave is subject to RMS approval and must be applied for in advance, except in emergency situations where prior notice cannot be given.
- 31.2 Employees who are absent from work do not receive any payment unless the absence is covered by paid leave under this Award, RMS policy or relevant legislation.
- 31.3 Although some leave entitlements are stated in days, leave entitlements and the recording of leave taken are in hours.
- 31.4 If an Employee is appointed to RMS immediately from a position in the NSW Public Sector, the Employee may transfer their accrued leave entitlements (recreation, sick, family and community services and long service leave) to the Employee's RMS position.

32. Annual Leave

- 32.1 For Employees other than Broken Hill Workshop Employees, annual leave accrues at one-and-two-thirds days for each completed month of service, up to a maximum of 160 hours per year. Employees entitled to an extra week's annual leave, accrue the additional annual leave at the appropriate rate.
- 32.2 Broken Hill Workshop Employees accrue annual leave at two and-one twelfth days for each completed month of service, up to a maximum of 200 hours per year.
- 32.3 Annual leave does not accrue in respect of unauthorised absences or leave without pay exceeding five working days in a leave year, unless the leave is taken during annual close down.
- 32.4 Employees can apply to take annual leave. Annual leave is granted at the discretion of RMS subject to operational requirements.
- 32.5 Annual leave must be taken at a time convenient to RMS and the Employee. However, it is preferred that periods of annual leave plus Public Holidays and ADOs be taken in whole weeks, (i.e. Monday to Friday).
- 32.6 In exceptional circumstances, RMS may allow you to accumulate leave up to 40 working days, provided you agree to take your leave as soon as possible.
- 32.7 The current practice of taking annual leave accrued to 31 December during the December - January school holiday period will continue. This practice may be varied by agreement between RMS management and the majority of affected Employees for reasons including geographic, climatic or urgent works. In cases of such variation:
- (a) Employees may take a minimum of two weeks annual leave for the Christmas period in addition to the Public Holidays;
 - (b) the minimum period may be reduced with agreement between management and the majority of staff (the whole office, specific gangs or depots within an office), and the balance of annual leave is then taken at a time that generally coincides with school holidays.
- 32.8 If an Employee does not have sufficient leave to cover a close-down period, RMS will seek to provide the Employee with work. However, if work is not available RMS may require the Employee to take leave without pay.
- 32.9 An Employee who is required to take leave without pay during the annual close down period shall receive payment for all Public Holidays occurring during this period. The close down period counts as service for the purposes of annual leave accrual.

32.10 Seven day shift workers whose ordinary working period includes Public Holidays and Sundays shall receive:

- (a) up to 5 weeks of annual leave (i.e. an additional week of annual leave if you work this arrangement for 12 months),
- (b) additional annual leave of up to one week calculated on a pro rata basis if you work this arrangement intermittently.

33. Long Service Leave (Extended Leave)

33.1 In this clause,

- (a) "Service" includes:
 - (i) prior service with a NSW Government body that is recognised in accordance with Schedule 3A of the Public Sector Employment and Management Act 2002 (as varied from time to time);
 - (ii) all previous full-time (including limited duration) and part-time service with Roads and Maritime Services, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority;
- (b) "Service" does not include:
 - (i) any period of prior service where the accrual of long service leave or extended leave entitlements for that service has been taken or paid out;
 - (ii) any period of leave without pay, unless the Employee has 10 years Service and the leave without pay falls within one or more of the following categories:
 1. military service (for example, Army, Navy or Air Force);
 2. major interruptions to public transport;
 3. periods of leave accepted as workers compensation;
 4. the period of leave without pay is approved and is for a duration of six months or less.

33.2 The entitlement to long service leave (also referred to as extended leave) is set by the Transport Administration Act 1988 (NSW). Where any inconsistency arises between this clause and the relevant provisions of the legislation, the legislation shall prevail to the extent of any inconsistency.

33.3 After completing 10 years Service, an Employee shall be entitled to long service leave of 44 days. An Employee shall accrue an additional 11 days of long service leave for each additional calendar year of Service completed in excess of 10 years.

33.4 Employees who have completed 7 years of Service shall be entitled to access their long service leave accrual on a pro-rata basis of 4.4 working days per completed year of Service.

33.5 For Employees who are shift workers, the number of working days debited during a period of long service leave may include a Saturday or Sunday that forms part of the ordinary roster.

33.6 Subject to approval, Employees may take long service leave at a time convenient to RMS, for a minimum period of one hour, at full pay, half pay or double pay (excluding public holidays falling within the period of long service leave, which are paid at single time and not debited from the Employee's long service leave accrual).

- 33.7 If leave is taken at double pay:
- (a) the long service leave balance is debited for the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (b) the additional payment is made as a taxed, non-superable allowance;
 - (c) leave entitlements accrue based on the actual number of working days the Employee is absent from work while on long service leave.
- 33.8 If leave is taken at half pay:
- (a) the long service leave balance is debited at the rate of half the days/hours taken as long service leave;
 - (b) annual leave entitlements accrue at half the ordinary rate for the days/hours the Employee is absent from work;
 - (c) other entitlements accrue at the same rate for the actual days/hours the Employee is absent from work.
- 33.9 If the Employee's ordinary hours of work are constant, payment is made at the Employee's current rate of pay. For part-time and casual Employees whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over the past 12 months or the past 5 years, whichever is greater.
- 33.10 Payment for long service leave includes all allowances in the nature of wages but does not include any amounts normally paid for shift work, overtime, penalty rates or disabilities.
- 33.11 Payment is increased to reflect any increment action that the Employee becomes eligible for whilst absent on long service leave.
- 33.12 An Employee who takes a period of long service leave may elect to receive payment for the leave in advance in a lump sum.
- 33.13 An Employee who is sick for five or more consecutive days whilst taking a period of long service leave and who provides a medical certificate to certify that the Employee was unfit for work that period, may claim sick leave for that period.
- 33.14 If sick leave is approved in accordance with this clause, the Employee's long service leave balance is re-credited as follows:
- (a) if the Employee is taking leave on a full or half pay basis, the equivalent period of sick leave; or
 - (b) if the Employee is taking leave on a double pay basis, the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance. In this case RMS shall recover, by way of payroll deduction, any additional payment that has been made to the Employee pursuant to the double pay arrangement.
- 33.15 Subclauses 33.13 to 33.14 apply if the Employee takes long service leave immediately prior to retirement but not immediately prior to resigning or being terminated.
- 33.16 Employees with at least five years' but less than seven years' Service as an adult, shall be paid pro-rata long service leave upon termination of employment for either of the following reasons:
- (a) by RMS for any reason other than serious and wilful misconduct, or

- (b) at the request of the Employee in writing on account of illness, incapacity, domestic or other pressing necessity.

33.17 Employees who are entitled to receive payment for untaken long service leave on termination of employment, including retirement, shall be paid the monetary value of the leave as a gratuity in lieu of taking the leave.

33.18 Full-time Employees who are eligible to receive payment for untaken long service leave on termination shall receive such payment at the Employee's substantive rate of pay on the last day of Service.

34. Sick Leave

34.1 For each year of service with RMS, Employees are entitled to a maximum of 96 hours of sick leave. The yearly entitlement to sick leave is credited to Employees on 1 January each year.

34.2 Employees who commence employment during the course of a calendar year are credited with a pro-rata entitlement on commencement. However, RMS may defer the payment of any sick leave taken during the first three months of service until after the completion of three months' service.

34.3 An Employee's entitlement to sick leave accumulates from year to year.

34.4 An Employee may take sick leave if:

- (a) the Employee is not fit for work because the Employee is suffering from an illness or injury;
- (b) the illness or injury is not attributable to misconduct; and
- (c) the Employee provides evidence that indicates the nature of the illness or injury. However, an Employee who is concerned about disclosing the nature of the illness or injury to their supervisor or manager may elect to have the application for sick leave dealt with confidentially by an alternate manager or the Human Resources section.

34.5 An Employee who is unable to attend work due to an illness or injury must contact their supervisor as soon as reasonably practicable, and preferably before the normal starting time. The Employee must advise the supervisor of:

- (a) the inability to attend work;
- (b) the nature of the illness or injury (subject to subclause 34.4(c)); and
- (c) the estimated period of absence from work.

34.6 An Employee who claims sick leave must provide a medical certificate:

- (a) for absences in excess of two consecutive working days;
- (b) after the Employee has taken more than 5 uncertified working days in a calendar year, for all absences within the remainder of that calendar year; and
- (c) where required by RMS or in accordance with RMS policy.

34.7 As a general practice, backdated medical certificates will not be accepted. However, if an Employee provides evidence of illness or injury that only covers the latter part of the absence, RMS may grant sick leave for the whole period at its discretion if RMS is satisfied that the reason for the absence is genuine.

34.8 If RMS is concerned about the diagnosis described in the evidence of illness produced by the Employee, the evidence provided and the Employee's application for leave can be referred to a medical practitioner for advice after discussion with the Employee. In such cases, the type of leave granted will be determined by RMS based on the medical advice received, and if sick leave is not granted, RMS will as

far as practicable, take into account the wishes of the Employee when determining the type of leave granted.

34.9 In accordance with RMS policy, RMS may direct an Employee:

- (a) to participate in a return to work program if the Employee has been absent on a long period of sick leave; and/or
- (b) to attend a medical assessment.

34.10 If an Employee has exceeded five (5) uncertified sick days in a twelve (12) month period or where an Employee exhibits a pattern of taking sick days immediately preceding or following weekends, RDO/ADO, public holidays or any other planned absences from the workplace, RMS may restrict your access to overtime.

34.11 Where an Employee is required to provide a medical certificate in support of an absence, the Employee may satisfy that requirement by providing evidence from any of the following for absences up to and including 5 working days:

- (a) a doctor;
- (b) a dentist;
- (c) an optometrist;
- (d) a chiropractor;
- (e) an osteopath;
- (f) a physiotherapist;
- (g) an oral and maxillo facial surgeon; or
- (h) at RMS's discretion, another registered health services provider that satisfies RMS that the Employee had a genuine illness.

34.12 Where the absence exceeds five working days, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner.

34.13 An Employee who has used all of their accrued sick leave and is unable to return to work due to an illness or injury may take, subject to providing a medical certificate to cover the absence:

- (a) accrued annual leave;
- (b) accrued long service leave; or
- (c) sick leave without pay.

34.14 Leave and Workers Compensation Claims

- (a) Employees who are waiting on the outcome of a claim for worker's compensation may be granted accrued sick leave. If the compensation claim is approved, the sick leave taken is restored to the Employee's accrual.
- (b) If an Employee is absent from work for more than 26 weeks and has:

- (i) sufficient sick leave available: the Employee may use available sick leave to top up the difference between the statutory rate and the Employees ordinary weekly wage, less any shift loadings or other penalties
- (ii) insufficient sick leave available: the Employee will receive the statutory weekly compensation payments only.

34.15 An Employee who is sick and would otherwise be unable to attend work due to illness or injury whilst taking a period of annual leave, may claim sick leave for that period subject to providing a medical certificate to certify that the Employee was unfit for work. If sick leave is approved in accordance with this clause, the Employee's annual leave balance is re-credited accordingly.

34.16 An Employee is not entitled to receive sick leave for any annual leave taken prior to resigning or the termination of their employment for any reason.

34.17 Previous periods of employment are not taken into account for sick leave purposes.

35. Special Sick Leave

35.1 Employees who have a good employment and sick leave record, have exhausted their paid sick leave entitlement and have been suffering from a genuine prolonged illness, shall be entitled, subject to Chief Executive approval in accordance with RMS policy, to additional paid sick leave.

36. Maternity Leave

36.1 An Employee who is a female Employee (including a part-time and casual Employee who has worked for RMS on a regular and systematic basis for at least 12 months), is entitled to unpaid maternity leave to enable the Employee to retain their position and return to work within a reasonable time after the birth of the Employee's child.

36.2 Unpaid maternity leave may be granted on the following basis:

- (a) up to nine weeks before the expected date of birth;
- (b) up to 12 months after the actual date of birth.

36.3 Paid maternity leave may be granted to an Employee who is engaged on a permanent or limited duration basis if the Employee has completed at least 40 weeks continuous service in the NSW public sector prior to the expected date of birth of the child.

36.4 Paid maternity leave is paid at the ordinary rate of pay for:

- (a) fourteen weeks at full pay, or
- (b) 28 weeks at half pay, or
- (c) a combination of the two options above.

36.5 An Employee may request that the paid maternity leave component be paid as a lump sum in advance at the commencement of the period of maternity leave. The lump sum payment is made up to the maximum period indicated in clause 36.4, or for the period of leave actually taken, whichever is the lesser.

36.6 If an Employee requests to be paid for maternity leave as a lump sum and then requests to return to work before the period of leave is completed, the Employee must repay the remainder of the lump sum amount.

36.7 An Employee is not entitled to receive payment under this clause if the Employee has received payment under clause 38 (Parental Leave).

- 36.8 If the child is born before the expected date of birth, the Employee's period of maternity leave commences from the date of birth of the child.
- 36.9 An Employee who commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid as follows:
- (a) at the rate the Employee was paid before commencing the initial leave if the Employee has not returned to work; or
 - (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced the hours of work during the 24 month period; or
 - (c) at a rate based on the hours the Employee worked prior to the subsequent period of leave where the Employee has not reduced the hours of work.

37. Adoption Leave

- 37.1 An Employee is entitled to adoption leave if the Employee assumes the primary role in providing care and attention to an adopted child.
- 37.2 Adoption leave starts from the date of taking custody of the child.
- 37.3 All Employees (including casual Employees who have worked for RMS on a regular and systematic basis for at least 12 months) are entitled to unpaid adoption leave and this may be taken as:
- (a) short adoption leave, being three weeks leave without pay; or
 - (b) extended adoption leave up to 12 months on leave without pay including any short or paid adoption leave.
- 37.4 Paid adoption leave may be granted to an Employee who is engaged on a permanent or limited duration basis if the Employee has completed at least 40 weeks continuous service in the NSW public sector prior to taking custody of the child.
- 37.5 Paid adoption leave is paid at the ordinary rate of pay for:
- (a) fourteen weeks or;
 - (b) 28 weeks at half pay, or;
 - (c) a combination of the above two.
- 37.6 An Employee may request that the paid adoption leave component be paid as a lump sum in advance at the commencement of the period of adoption leave. The lump sum payment is made up to the maximum period indicated in 37.5, or for the period of leave actually taken, whichever is the lesser.
- 37.7 If an Employee requests to be paid for adoption leave as a lump sum and then requests to return to work before the period of leave is completed, the Employee must repay the remainder of the lump sum amount.
- 37.8 An Employee is not entitled to receive payment under this clause if the Employee has received payment under clause 38 (Parental Leave).
- 37.9 Where an Employee's partner is employed in the public sector, adoption leave is only granted to one of the partners for each adoption.
- 37.10 An Employee who commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid as follows:

- (a) at the rate the Employee was paid before commencing the initial leave if the Employee has not returned to work; or
- (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced the hours of work during the 24 month period; or
- (c) at a rate based on the hours the Employee worked prior to the subsequent period of leave where the Employee has not reduced the hours of work.

38. Parental Leave

- 38.1 An Employee (including a casual Employee who has worked for RMS on a regular and systematic basis for at least 12 months) who is not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable the Employee, as a parent, to share in the responsibility of caring for a child or children of the Employee.
- 38.2 An Employee who is employed on a Full-time or Part-time basis and who has completed at least 40 weeks continuous service within the NSW public sector, is entitled to paid parental leave of one week at full ordinary pay or, if the Employee and RMS agree, two weeks at half ordinary pay. The remainder of any requested leave is treated as unpaid leave for the first 5 days or two weeks of leave taken.
- 38.3 An Employee may take approved parental leave as:
- (a) short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of the spouse or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken, as outlined above (NB. extended parental leave is unpaid.)
- 38.4 An Employee may commence a period of extended parental leave at any time within two years from the date of the birth of the child or the date of placement of the adopted child and leave may be taken:
- (a) full-time for a period not exceeding 12 months or;
 - (b) part-time over a period not exceeding two years or;
 - (c) partly full-time and partly part-time over a proportionate period of up to two years.

39. Other Matters Relating to Maternity, Adoption and Parental Leave

- 39.1 Communication during Maternity, Adoption and Parental 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, RMS 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 maternity, adoption or 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 maternity, adoption or parental leave.
 - (b) An Employee on maternity, adoption or parental leave must take reasonable steps to inform RMS 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.

- (c) The Employee must also notify RMS of changes of address or other contact details which might affect RMS' capacity to comply with this clause.

39.2 Rights of request during Maternity, Adoption or Parental Leave

- (a) An Employee who is entitled to maternity, adoption or parental leave may request that RMS:
 - (i) extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) allow the Employee 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) RMS 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 RMS' business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The request and RMS' decision made under this clause must be recorded in writing.

39.3 Re-engagement of casual Employees

- (a) Where the Employee wishes to make a request to return to work on a part-time basis in accordance with this clause, 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 maternity, adoption or parental leave.
- (b) RMS shall not fail to re-engage an Employee who is a regular casual Employee (see section 53(2) of the Industrial Relations Act 1996) because the Employee is or has been immediately absent on maternity, adoption or parental leave, or because the Employee's spouse is pregnant. The rights of RMS in relation to an Employee's engagement and re-engagement are not affected, other than in accordance with this subclause.

40. Family and Community Service Leave

40.1 In this clause, "Family Member" in relation to an Employee means the Employee's:

- (a) spouse;
- (b) De Facto Partner;
- (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
- (d) parent (including a foster parent or legal guardian);
- (e) grandparent or grandchild;
- (f) sibling (including the sibling of a spouse or De Facto Partner);
- (g) relative who is a member of the same household where, for the purposes of this definition:
 - (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;

(ii) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and

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

40.2 RMS may grant family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies including, but not limited to, the following reasons;

- (a) compassionate grounds, such as the death or illness of a close Family Member or a member of the Employee's household;
- (b) emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (c) emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens your property and/or prevents the Employee from reporting for duty;
- (d) attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
- (e) attendance at court by you to answer a charge for a criminal offence, only if the Chief Executive considers the granting of family and community service leave to be appropriate in a particular case.

40.3 Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.

40.4 Family and Community Service Leave may also be granted for the following reasons:

- (a) an Employee's absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the Employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- (b) an Employee's attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if the Employee is selected to represent Australia or the State.

40.5 The maximum amount of family and community service leave payable at ordinary rates that may be granted is the greater of:

Conditions	Entitlement
In the first 12 months of services	19 hrs (2.5 days)
In the second year of service	19 hrs (2.5 days)
For each completed year of service after two years completed service	7.6 hrs (1 day)

40.6 Family and community service leave is available to Part-time Employees on a pro-rata basis.

40.7 If an Employee's family and community service leave balance is exhausted, RMS may grant additional paid family and community service leave of up to 3 days on a discrete, 'per occasion' basis to cover the period necessary to arrange or attend the funeral of a Family Member or relative.

40.8 Subject to approval, an Employee's accrued sick leave may be accessed when the Employee's family and community service leave has been exhausted, to allow the Employee to provide short-term care or support for a Family Member who is ill.

40.9 Access to other forms of leave is available for reasons related to family responsibilities or community service, subject to approval. These include:

- (a) accrued annual leave (including single-day periods);
 - (b) leave without pay;
 - (c) time off in lieu of payment for overtime;
 - (d) make up time.
- 40.10 Depending on your circumstances, you may take an individual form of leave or a combination of leave options. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- 40.11 An Employee who was employed in the NSW Public Sector immediately prior to commencing employment with RMS may transfer the Employee's family and community service leave accruals from the previous Employer.
- 40.12 An Employee who is a Casual Employee is entitled to not be available to attend work, or to leave work:
- (a) upon the death in Australia of a Family Member; or
 - (b) if the Employee is required 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.
- 40.13 Where a Casual Employee is unavailable to attend work for one of the reasons outlined above, the Employee and RMS shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, a Casual Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Such an Employee is not entitled to any payment for that period.
- 40.14 If required by RMS, a Casual Employee must produce evidence of the need to take the leave as follows:
- (a) in the case of death, a death certificate or a statutory declaration providing details of the circumstances of death;
 - (b) in any other case, a medical certificate or a statutory declaration setting out the nature of the illness or emergency, as applicable.
- 40.15 RMS shall not fail to re-engage a Casual Employee who has accessed the entitlements provided for in this subclause. The right of RMS to engage or not engage the Employee is otherwise not affected.

41. Study and Examination Leave

- 41.1 An Employee may claim an entitlement to study leave if the Employee is studying a course which:
- (a) is appropriate to the Employee's present classification;
 - (b) is relevant to RMS; or
 - (c) provides the Employee with progression or reclassification opportunities.

41.2 Study leave is granted as follows:

Leave basis	Leave entitlement
Face-to-face students	The lesser of: (a) One half hour for every hour of lectures, up to a maximum of four hours per week, or (b) Twenty days per academic year
Correspondence students	The lesser of: (a) One half hour for every hour of lecture time in the face-

	to-face course, up to a maximum of four hours per week, or (b) Twenty days per academic year
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41.3 To assist an Employee who is attempting final examinations in approved courses and to release the Employee from work immediately prior to an examination, the Employee is allowed a maximum of:

- (a) five days examination leave per calendar year for time spent travelling to and from and attending final examinations, or
- (b) half a day for pre-examination leave on the day of the examination, up to a maximum of five days per calendar year.

42. Military Leave

42.1 An Employee, other than a Broken Hill Workshop Employee, who is apart-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves, is eligible for military leave in accordance with RMS policy as follows:

- (a) Naval and Military Reserves up to 24 working days per year;
- (b) Air Force Reserves up to 28 working days per year.

42.2 A Broken Hill Workshop Employee who is a part-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves, is eligible for military leave as follows:

Reason for leave	Entitlement (calendar days)		
	Army	Navy	Air Force
Annual training	14	13	16
Instruction school, classes or courses	14	13	16
Additional obligatory training	4	4	4

43. Special Leave

43.1 RMS may grant special leave for certain activities that are not covered by other forms of leave, including:

- (a) jury service;
- (b) acting a witness when called or subpoenaed by the Crown;
- (c) emergency volunteer activities;
- (d) declared emergencies;
- (e) emergency services and bush fire fighting courses;
- (f) volunteers in policing - education programs;
- (g) trade union activities and training, including:
 - (i) trade union training (up to 12 days every two years);
 - (ii) attending as a witness for a trade union;
 - (iii) assisting counsel or acting as a union advocate;
 - (iv) acting as a member of a conciliation committee;

- (v) loan of services to a trade union;
- (vi) as a member of a union executive or council.
- (h) ex-armed services personnel (eg. Medical Review Board, etc.);
- (i) NAIDOC Week, in accordance with RMS policy;
- (j) other miscellaneous activities associated with an Employee's required involvement:
 - (i) as a returning officer;
 - (ii) with local government - holding official office;
 - (iii) with retirement seminars;
 - (iv) as a bone marrow donor;
 - (v) with exchange awards- (eg. Rotary or Lions);
 - (vi) at sporting events -(eg. Olympic or Commonwealth Games);
 - (vii) with graduation and other academic ceremonies;
 - (viii) with professional or learned society meetings/conferences.

44. Public Holidays

44.1 In this Award, Public Holiday means:

- (a) any day or part-day declared or prescribed under a law of NSW to be observed generally within NSW as a public holiday;
- (b) the first Monday in December (recognised as Union Picnic Day); and
- (c) up to a maximum of one Local Public Holiday per calendar year.

44.2 For a holiday to be recognised as a Local Public Holiday under this Award, the following criteria must be satisfied:

- (a) the holiday must be gazetted by the NSW Government as a Public Holiday in a particular region within NSW;
- (b) the holiday must occur on a normal working day; and
- (c) the Employee must be at work in the particular area to which the gazetted holiday applies on the working day before and after the holiday. However, the Employee also satisfies this clause if the Employee would have been required to work on those days in the particular area, but was on approved leave.

44.3 A Local Public Holiday may be taken as two gazetted half-days.

44.4 Where a Local Public Holiday is gazetted for part of a day, Employees must attend work for that part of the Employee's ordinary working hours that are not regarded as a Public Holiday, unless on approved leave.

44.5 Public Holidays and picnic days are compensated at eight hours pay at the hourly rate. However, if a Public Holiday falls on a weekend, no additional payment is made unless the Employee is required to work on that day.

- 44.6 Employees, other than Broken Hill Workshop Employees, required to work on a Public Holiday or picnic day shall receive double time and a half for time worked on this day. Employees required to work on a picnic day shall be entitled to a minimum of four hours pay.
- 44.7 Broken Hill Workshop Employees required to work on a Public Holiday shall receive double time for time worked on this day, and receive equivalent time off in lieu. Broken Hill Workshop Employees required to work on a picnic day shall be entitled to a minimum of four hours pay.
- 44.8 Employees absent from work on approved leave without pay shall receive payment for any Public Holidays occurring during the first two weeks of the absence at the hourly rate. Public Holidays occurring beyond this two week period are unpaid.
- 44.9 Employees entitled to payment in respect of a Public Holiday under this clause shall receive payment for any Public Holidays occurring during a period of absence covered by workers compensation payments.
- 44.10 Apprentices and trainees who are required to attend classes or training on the Union Picnic Day shall receive a day off in lieu at a mutually agreeable time between the Employee and RMS. In such circumstances, they shall be paid the normal hourly rate.

SECTION 6 - COMMUNICATION AND CONSULTATION

45. Consultation

- 45.1 Pursuant to the provisions contained in this subclause, there shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees.
- 45.2 Consultation regarding major workplace change
- (a) Where the Employer has made a definite decision to introduce major changes in production, workplace policies, organisation, structure or technology that are likely to have significant effects on Employees, the Employer will meet with the Employees who may be affected by the proposed changes and their representatives.
- (b) Significant effects means declaring Employees excess; major changes in the composition, operation or size of the Employer's workforce; technological changes that impacts on the working arrangements of Employees; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (c) The Employer will provide information to the affected Employees and their representatives about:
- (i) the proposed changes;
- (ii) the effects on the Employee(s) of the proposed changes;
- (iii) the rationale for the proposed changes.
- (d) The Employees will be given an opportunity to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
- (e) The Employer will respond to any feedback provided by Employees and the Employee Representatives.
- (f) Provisions regarding consultation in the context of contracting out are contained in Appendix A, clause 6 of this award.

45.3 RMS's Single Bargaining Unit (SBU)

- (a) A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the unions, Unions NSW and RMS management meets regularly and continues to oversee the development, negotiation and implementation of an agreed enterprise arrangement to ensure:
 - (i) a consistent approach;
 - (ii) an effective implementation process in order to achieve the agreed outcomes within the allotted time frames; and
 - (iii) the achievement of sustainable and measurable productivity improvements.

45.4 Regional Consultative Groups

- (a) Regional Consultative Groups exist in each region and include both RMS nominees and union nominated wages staff.
- (b) The groups' role is to continue to promote positive cooperation in overseeing the implementation of each of RMS's workplace reform agenda areas within the regions and to resolve any localised issues including industrial problems that arise during the implementation process.
- (c) The groups provide regular minutes/reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the regional level to the SBU for determination.

45.5 Project teams

- (a) Project teams are established, if required, to oversee the technical development and implementation of RMS's workplace reform agenda items.
- (b) Project teams are under the managerial control of an RMS Project Manager and include both RMS and union nominated wages staff representatives.
- (c) The project teams provide regular reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the project level to the SBU for determination.

45.6 Wages staff task groups

Wages staff task groups are established as required to research and provide recommendations in line with the agreed terms of reference.

45.7 General principles

- (a) The SBU, project teams and regional consultative groups circulate the minutes of their respective meetings to relevant staff.
- (b) Wages staff representatives assigned to a project team, task group or regional consultative group are released from their normal duties, as required, to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they are referred to the SBU.
- (c) Regional consultative groups:
 - (i) are chaired (to be shared) by the union and RMS staff representatives

- (ii) develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.
- (d) The SBU, project teams and regional consultative groups are able to second a wages staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- (e) Nominated representatives and group members have agreed to relevant training to assist them in their roles.
- (f) The SBU, project teams, task groups and regional consultative groups are appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

46. Grievance and Dispute Resolution

46.1 In this Award:

- (a) "Grievance" means a personal concern or problem about work or the work environment that the Employee seeks hearing or resolution of and may be the result of a perceived or actual concern regarding:
 - (i) allocation of work or development opportunities;
 - (ii) workplace communication difficulties, or interpersonal disputes;
 - (iii) changes in work processes or practices;

46.2 A dispute is a complaint or difficulty which affects one or more Employee(s). It may include a change in working conditions that is perceived to have a negative implication on Employees.

46.3 This disputes procedure outlined at subclause 46.4 below shall apply to any dispute that arises with respect to the following:

- (a) matters pertaining to the relationship between the Employer and Employees;
- (b) matters pertaining to the relationship between the Employer and the union parties to this Award which pertain to the Award; and/or
- (c) the operation and application of this Award.

46.4 Dispute Settlement Process

Step One

In the first instance, any dispute which is local in nature, and which will not impact on other locations, will be dealt with at the local level by the Employee(s) and/or their union representative raising the matter with the Employee's immediate supervisor. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Two

If the dispute remains unresolved following Step 1, the Employee(s) and/or their union representative shall refer the matter to the Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Three

If the dispute remains unresolved following Steps 1 and 2, the Employee(s) and/or their union representative shall refer the matter to the General Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Four

If the Dispute cannot be resolved through the procedure outlined in Steps 1-3, or if the Dispute involves matters other than local issues or matters involving the application/ interpretation of this Award, the Employee or their representative may refer the dispute to the Manager, Workplace Relations (or their representative) to attempt to achieve a resolution between the parties.

Step Five

If following Steps 1 -4 the dispute remains unresolved, any relevant party may refer the matter to the Industrial Relations Commission of New South Wales (IRC) for conciliation in the first instance, and if conciliation does not resolve the Dispute, the matter shall be arbitrated by the IRC.

- 46.5 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the next in sequence to accelerate resolution or for some other reason(s), or to agree to refer the dispute to the IRC for urgent resolution, or for making a submission to the IRC that the status quo should remain.
- 46.6 Whilst this procedure is continuing, no work stoppage or any other form of work limitation shall occur, or any other form of work limitation will be applied.
- 46.7 The parties acknowledge that where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health and safety of any person, it may not be practical to follow the procedure in this clause in attempting to resolve the dispute; and that an urgent reference to the IRC may be required.

47. Disputes Relating to Work Health and Safety

- 47.1 Where a Work Health and Safety risk is identified or a genuine safety factor is the source of a dispute, the following procedure shall be observed:
- (a) Employees and the Unions have an obligation to notify RMS of the risk through the Work Health and Safety Committee;
 - (b) RMS shall be allowed a reasonable time to respond;
 - (c) RMS must address and report on the issue identified within a reasonable time.
- 47.2 The parties acknowledge that all reasonable efforts must be made to achieve an effective resolution of the issue, prior to asking the Regulator to assist in resolving the issue.
- 47.3 Under the WHS Act, an Employee may cease, or refuse to carry out, work if the Employee has a reasonable concern that to carry out the work would expose the Employee to a serious risk to the Employee's health or safety emanating from an immediate or imminent exposure to a hazard. In this case, the Employee must remain available to carry out suitable alternative work.
- 47.4 The Parties acknowledge that it is an offence under the WHS Act to:
- (a) provide false or misleading information in complying or purportedly complying with the Act;
 - (b) make false or misleading representations to another person about that person's rights or obligations under the Act.
- 47.5 RMS, the Unions and Employees are committed to the WHS Act and all other relevant statutory requirements. This clause is intended to operate in a manner that is consistent with the operation of the WHS Act.

48. Union Contributions

- 48.1 Upon written authority from an Employee, RMS will deduct Union membership fees from the Employee's fortnightly pay (or such other frequency as agreed between RMS and the relevant Union) and forward these fees regularly to the relevant Union. RMS will also include all necessary information to enable the union to reconcile and credit subscriptions to the Employee's membership account.
- 48.2 If an Employee has already authorised the deduction of their union membership fees from their 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.

49. Union Representatives

- 49.1 In this clause, Union Delegate means an Employee in respect of which:
- (a) the Union to which the Employee is a member is elected as a delegate in accordance with the relevant union's rules; and
 - (b) that Union is entitled to represent the Employee of the Employer; and
 - (c) the Union has notified the Manager, Workplace Relations in writing that the Employee is an elected delegate.
- 49.2 An Employee who is a Union Delegate shall be provided with sufficient time in working hours to interview the supervisors, managers and Employees whom the Delegate represents, on matters affecting them.

SECTION 7 - CLAUSES OF SPECIFIC APPLICATION**50. Sydney Harbour Bridge Maintenance Employees**

- 50.1 This clause applies to Employees who are attached to the Sydney Harbour Bridge Maintenance office, and does not apply to any other Employee.
- 50.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.

Working Hours

- 50.3 Normal Work Cycle, in relation to an Employee covered by this clause, means a work cycle consisting of:
- (a) nine working days within a 10 day, two week cycle;
 - (b) eight hours and 27 minutes worked each day between 6:00 am and 6:00 pm;
 - (c) a 30 minute meal break which includes a paid 10 minute morning tea break and a 20 minute unpaid break between 11:30 am and 12 noon; and
 - (d) a 10 minute tea break immediately before finishing time.
- 50.4 During this cycle, 51 minutes of each day worked is accrued towards one day off in each two week cycle, known as an Accrued Day Off (ADO).
- 50.5 If an ADO falls on a Public Holiday, the ADO may be taken on:
- (a) the next working day;
 - (b) an alternative day in the same two week cycle; or

- (c) an alternative day in the next two week cycle.

Amenities

- 50.6 RMS provides a "clean/dirty" area for Employees to store personal clothing separate from protective clothing. This area shall have sufficient washing and showering facilities separated from all dirty sections of the area.
- 50.7 Employees shall be provided with the following breaks, in addition to any other breaks in this clause:
- (a) a five minute break before lunch to wash and put away personal belongings, or a ten minute break if the Employee was performing tasks associated with lead paint removal (as outlined in subclause 23.5), to shower and put away personal belongings;
 - (b) a ten minute break before finishing time to shower, and
 - (c) enough time before lunch and finishing time to reach an area from the Employee's place of work on the bridge.
- 50.8 Employees shall be provided with a separate area for the storage of clothes, tools and food. This area must not contain painting materials.

51. Traffic Signals Employees

- 51.1 This clause applies to Employees who are engaged as Traffic Signals Technicians' Assistants, and does not apply to any other Employee.
- 51.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.
- 51.3 If an Employee is a Traffic Signals Technicians' Assistant:
- (a) an afternoon shift finishes after 6:00pm and at or before midnight
 - (b) a night shift finishes after midnight and at or before 8:00am
 - (c) regular afternoon or night shifts apply which are a normal feature of the Employee's work, occur five nights each week and are in operation for more than four consecutive weeks.
- 51.4 If an Employee works regular afternoon or night shifts, the Employee is paid at the normal rate plus 15%. Any work other than regular afternoon or night shifts is paid as follows:
- (a) the first five shifts are paid at time-and-a-half
 - (b) more than five shifts and up to four weeks are paid at the ordinary rate plus 20%
 - (c) more than four weeks are paid at the ordinary rate plus 15%.
- 51.5 If an Employee works only night shifts, the Employee is paid at the normal rate plus 30% for each shift the Employee works.
- 51.6 Saturday time is:
- (a) worked between Friday midnight and Saturday midnight
 - (b) paid at time-and-a-half for normal rostered shifts.
- 51.7 Sunday time is:

- (a) worked between Saturday midnight and Sunday midnight
- (b) paid at double-time.

52. Traffic Emergency Patrollers

- 52.1 This clause applies to Employees who are engaged as Traffic Emergency Patrollers (TEPs), and does not apply to any other Employee.
- 52.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency
- 52.3 If an Employee is a TEPs, the Employee is either a:
- (a) shift worker engaged on a combination of morning and afternoon shifts, or
 - (b) continuous shift worker engaged on a 24 hour, 7 day, rotating roster.
- 52.4 An Employee is not required to work more than 6 consecutive days during the Employee's roster cycle.
- 52.5 Employees' working hours and shift allowances are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 1:00pm	ordinary rate plus 12.5%
Night	at or after 4:00pm	ordinary rate plus 15%

- 52.6 Employees will be paid at time-and-a-half of the ordinary pay rate for all ordinary time worked on Saturday.
- 52.7 Employees will be paid at double the ordinary pay rate for all ordinary time worked on a Sunday.
- 52.8 Employees will be paid at double-time-and-a-half of the ordinary pay rate for all ordinary time worked on a Public Holiday.
- 52.9 Employees will be allowed and paid a crib break in accordance with subclause 18.13 above.
- 52.10 Shift rosters operate in the following manner:
- (a) Employees are rostered to work shifts as required by RMS.
 - (b) Notice of shifts to be worked is given at least seven days in advance.
 - (c) If less than seven days notice is given of shift changes, an Employee is paid at the same rate as the Employee's previous shift, provided it is greater.
- 52.11 If an Employee is rostered on a special or spare shift and the Employee is directed to work another shift which:
- (a) pays a lesser pay rate, then the Employee is entitled to retain the pay rate of the Employee's normal shift
 - (b) has a greater penalty, then the Employee is entitled to the higher pay rate based on the inclusion of the penalty for the shift the Employee actually worked.
- 52.12 If an Employee is directed to temporarily work a shift that pays a lesser pay rate, the Employee is entitled to retain the pay rate of the Employee's normal shift.

- 52.13 If an Employee is directed to work at an alternative location, the Employee is paid the appropriate fares to the new destination, in accordance with the provisions outlined in clauses 26, 27 and 28.
- 52.14 If an Employee is required to change their shift and/or location with less than 48 hours notice, the Employee is paid an additional 3 hours at the Employee's ordinary/unloaded pay rate, in addition to the provisions outlined above, in recognition of any inconvenience caused by the change to the Employee's shift pattern.
- 52.15 A full time Employee who ordinarily works a roster with a day on which a Public Holiday is proclaimed, but is rostered off on that day, will be entitled to time off in lieu, for this time up to a maximum of 7.6 hours. The time off in lieu shall be taken at a time nominated by the Employee's manager and subject to operational requirements.

53. Tow Truck Employees

- 53.1 This clause applies to Employees who are engaged as Tow Truck Drivers or Tow Truck Attendants (Tow Truck Employees), and does not apply to any other Employee.
- 53.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.
- 53.3 If an Employee is a Tow Truck Driver or Tow Truck Attendant the Employee is engaged on a 24 hour, 7 day, rotating roster.
- 53.4 Tow Truck Employees shall not be required to work more than 6 consecutive days during the roster cycle.
- 53.5 The working hours and shift allowances for Tow Truck Staff are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 12 Noon	ordinary rate plus 15%
Night	at or after 6:00pm	ordinary rate plus 20%

- 53.6 Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay.
- 53.7 Payment for all time worked on a Sunday shall be at the rate of double the ordinary rate of pay.
- 53.8 Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one-half of the ordinary rate of pay.
- 53.9 Employees will be allowed and paid a crib break in accordance with clauses 18.13, above.
- 53.10 Shift rosters shall operate in the following manner:
- (a) Employees shall be rostered to work shifts as required by RMS.
 - (b) notice shall be given of shifts to be worked at least 7 days in advance.
 - (c) where notice is given of a change in shift with less than 7 days notice, any shift so worked shall be paid at the rate of the previously rostered shift, provided it is greater.
- 53.11 If an Employee is rostered on a relief line and the Employee's shifts, as notified in subclause 53.10 above, are changed with less than 7 days notice the Employee will be paid at the rate of the previously rostered shift providing that it is greater.

- 53.12 Where an Employee is directed to work at an alternate location, the Employee will be paid the appropriate fares to the new destination in accordance with the provisions outlined in clauses 26, 27 and 28.
- 53.13 Where an Employee is required to change shift and/or location with less than 48 hours notice, the Employee will be paid an additional 3 hours at the unloaded rate of pay, in addition to the provisions outlined in subclause 53.11 above, in recognition of any inconvenience caused by the alternation to the shift pattern.
- 53.14 A full time Employee who ordinarily works a roster with a day on which a Public Holiday is proclaimed, but is rostered off on that day, will be entitled to time off in lieu, for this time up to a maximum of 7.6 hours. The time off in lieu shall be taken at a time nominated by the Employee's manager and subject to operational requirements.

PART B - PAY RATES AND ALLOWANCES

MONETARY RATES

Table 1 - Rates of Pay, Non Trades (not applicable to Broken Hill Workshop Employees)

Pay point	Positions	Weekly Rates effective from the first full pay period on or after 1 July 2015 and inclusive of 2.5% increase \$	Weekly Rates effective from the first full pay period on or after 1 July 2016 and inclusive of 2.5% increase \$
1	Roadworker Grade 1 Sydney Harbour Bridge Worker Grade 1	1000.70	1025.70
2	Roadworker Grade 2 Sydney Harbour Bridge Worker Grade 2	1027.60	1053.30
3	Roadworker Grade 3 Linemarker Grade 1 Building Attendant Sydney Harbour Bridge Worker Grade 3	1054.50	1080.90
4	Bridge Worker Grade 4 Technician's Assistant Grade 1 Works Assistant Grade 1 Road Worker Grade 4 Plant Operator Grade 1 Roller Operator Tow Truck Attendant Linemarker Grade 2 Storeperson Grade 1 Sydney Harbour Bridge Worker Grade 4 Traffic Emergency Patroller	1081.50	1108.50
5	Bridge Worker Grade 5 Technician's Assistant Grade 2 Road Worker Grade 5 Plant Operator Grade 2 Truck Driver (MR General) Truck Driver (Stores) Linemarker Grade 3 Storeperson Grade 2 Rigger Grade 1	1108.70	1136.50
6	Technician's Assistant Grade 3 Works Assistant Grade 2	1135.60	1164.00

	Bituminous Spray Operator Plant Operator Grade 3 Truck Driver (MR Gang Truck) Truck Driver (HR Truck - General) Water Cart Operator Snowplough Operator Rigger Grade 2		
7	Works Assistant Grade 3 Truck Driver (HR Gang Truck) Truck Driver (Semi Trailer) Rigger Grade 3	1163.00	1192.00
8	Rigger Grade 4 Bitumen Spray Driver Finishing Grader Operator Truck Driver (Tow Truck)	1189.80	1219.60
9	Truck Driver (Road Train) Team Leader (Rigger) Team Leader Grade 1 Team Leader (Stores) Traffic Emergency Patroller (Team Leader)	1217.00	1247.40
10		1243.80	1274.90
11		1270.80	1302.60
12	Team Leader Grade 2 Team Leader (Tow Trucks)	1298.00	1330.40

Table 2 - Rates of Pay, Trades (not applicable to Broken Hill Workshop Employees)

Pay point	Positions	Weekly Rates effective from first full pay period on or after 1 July 2015 and inclusive of 2.5% increase \$	Weekly Rates effective from first full pay period on or after 1 July 2016 and inclusive of 2.5% increase \$
1	Painter Grade 1 Traffic Facilities Painter Grade 1	1089.50	1116.70
2	Plasterer Grade 1	1107.60	1135.30
3	Mechanical Trades Grade 1 Fitter Grade 1	1113.30	1141.10
4	Painter Grade 2	1116.40	1144.30
5	Signwriter Grade 1	1121.90	1149.90
6	Metal Fabricator Grade 1 Plumber Grade 1	1124.50	1152.60
7	Shipwright Grade 1	1134.30	1162.60
8	Painter Grade 3 Traffic Facilities Painter Grade 2	1143.90	1172.50
9	Bridge Maintenance Welder Grade 1 Construction Carpenter Grade 1	1145.10	1173.80
10	Electrician Grade 1	1169.30	1198.60
11	Painter Grade 4 Traffic facilities Painter Grade 3	1171.00	1200.20
12	Mechanical Trades Grade 2 Fitter Grade 2	1173.10	1202.40
13	Signwriter Grade 2	1177.80	1207.30
14	Metal Fabricator Grade 2 Plumber Grade 2	1180.80	1210.30
15	Bridge Maintenance Welder Grade 2 Construction Carpenter Grade 2	1202.40	1232.50

16	Signwriter Grade 3	1205.90	1236.10
17	Electrician Grade 2	1227.80	1258.50
18	Construction Carpenter Grade 3	1230.90	1261.70
19	Mechanical Trades Grade 3 Fitter Grade 3	1232.10	1262.90
20	Plumber Grade 3	1237.10	1268.00
21		1270.80	1302.60
22	Electrician Grade 3	1286.00	1318.10
23		1290.60	1322.80
24	Plumber (Team Leader) Mechanical Trades Team Leader Fitter (Team Leader) Painter (Team Leader) Bridge Maintenance Welder (Team Leader) Metal Fabricator (Team Leader) Construction Carpenter (Team Leader) Shipwright (Team Leader) Signwriter (Team Leader) Traffic Facilities Painter (Team Leader)	1298.00	1330.40
25	Electrician (Team Leader)	1344.40	1378.00

Table 3 - Rates of Pay, Broken Hill Workshop Employees Only

Positions	Weekly Rates effective from first full pay period on or after 1 July 2015 and inclusive of 2.5% increase \$	Weekly Rates effective from first full pay period on or after 1 July 2016 and inclusive of 2.5% increase \$
Tradesperson		
Plant Mechanic	1201.80	1231.90
Boilermaker	1201.80	1231.90
Carpenter	1201.80	1231.90
Painter	1201.80	1231.90
Electrical Fitter	1223.30	1253.90
Plant Operator		
Mobile Crane Operator	1081.20	1108.20
General		
Storeman	1062.10	1088.70
Cleaner	1066.90	1093.60
Labour (Fitter/Plant Mechanic)	1042.30	1068.40
General Labour	1034.10	1060.00
Labourer (Testing Laboratory)	1034.10	1060.00
Labourer Junior Male (19/21 years)	928.50	951.80
Labourer Hammer & Drill	1055.00	1081.40
Labourer (Proline Borer or Benkleman Beam)	1073.30	1100.10
Apprentice - School Certificate		
Year 1	637.80	653.70
Year 2	769.90	789.10
Year 3	901.90	924.40
Year 4	1034.10	1060.00
Apprentice - Higher School Certificate Level		
Year 1	769.90	789.10
Year 2	901.90	924.40
Year 3	1034.10	1060.00
Year 4	1165.90	1195.10

Table 4 - Rates of Pay, Apprentices (not applicable to Broken Hill Workshop Employees)

Pay point	Positions	Weekly Rates effective from first full pay period on or after 1 July 2015 and inclusive of 2.5% increase \$	Weekly Rates effective from first full pay period on or after 1 July 2016 and inclusive of 2.5% increase \$
1	Apprentice 1st Year Painter/Decorator Signwriter	487.80	500.00
2	Apprentice 1st Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	496.20	508.60
3	Apprentice 1st Year Bricklayer	502.70	515.20
4	Apprentice 1st Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder	511.80	524.60
5	Apprentice 1st Year Carpenter/Joiner Shipwright	532.90	546.20
6	Apprentice 1st Year Bridge & Wharf Carpenter	543.90	557.50
7	Apprentice 2nd Year Painter/Decorator Signwriter	632.10	647.90
8	Apprentice 2nd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	640.50	656.50
9	Apprentice 2nd Year Bricklayer	646.80	662.90
10	Apprentice 2nd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	655.90	672.30
11	Apprentice 2nd Year Carpenter/Joiner Shipwright	677.40	694.40
12	Apprentice 2nd Year Bridge & Wharf Carpenter	688.30	705.50
13	Apprentice 3rd Year Painter/Decorator Signwriter	802.40	822.40

14	Apprentice 3rd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	810.90	831.10
15	Apprentice 3rd Year Bricklayer	816.80	837.20
16	Apprentice 3rd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	826.30	846.90
17	Apprentice 3rd Year Carpenter/Joiner Shipwright	847.10	868.20
18	Apprentice 3rd Year Bridge & Wharf Carpenter	857.90	879.40
19	Apprentice 4th Year Painter/Decorator Signwriter	920.20	943.30
20	Apprentice 4th Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	928.90	952.10
21	Apprentice 4th Year Bricklayer	935.00	958.40
22	Apprentice 4th Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	944.60	968.30
23	Apprentice 4th Year Carpenter/Joiner Shipwright	965.70	989.80
24	Apprentice 4th Year Bridge & Wharf Carpenter	975.90	1000.30

Table 5 - Other Rates and Allowances (not applicable for Broken Hill Workshop Employees)

Clause	Description	Weekly Rates effective from first full pay period on or after 1 July 2015 and inclusive of 2.5% increase \$	Weekly Rates effective from first full pay period on or after 1 July 2016 and inclusive of 2.5% increase \$
Other Rates			
23.10	Sydney Harbour Bridge Maintenance Staff		
	Sydney Harbour Bridge Allowance	199.00	203.90
Allowances			

23.5	Lead Paint Removal Allowance (per hour)	2.36	2.42
23.6	Asbestos Materials		
	Tradespersons	0.96	0.99
23.7	Asbestos Eradication		
	Tradespersons	2.61	2.68
23.3	Asphalt Plant Repairs		
	Tradespersons	0.96	0.99
23.8	Long/Wide Loads Allowance		
	Transport Workers		
	2.90m wide or 18.29m long or 4.30m high	2.4650	2.5266
	minimum payment	9.86	10.11
	3.36m wide or 21.34m long or 4.58m high	4.6125	4.7278
	minimum payment	18.45	18.91
19.13 & 19.14	Meal Allowance		
(a)	First meal	13.70	TBA
(b)	Subsequent meal	12.00	TBA
26.2	Fares		
(b)	per week	12.00	12.00
	per day	2.40	2.40
26.3	Travelling Allowance		
	3 but not more than 10 kms	4.20	4.20
	More than 10 but not more than 20km	8.30	8.30
	More than 20 km but not more than 30km	12.40	12.40
	More than 30km but not more than 40km	16.50	16.50
	More than 40km but not more than 50km	20.70	20.70
	More than 50km but not more than 60km	24.80	24.80
	More than 60km but not more than 70km	29.00	29.00
	More than 70km but not more than 80km	33.00	33.00
	More than 80kms but more than 90km	37.20	37.20
	More than 90km but not more than 100km	41.30	41.30
28	Distant Work		
	Board & Lodging	777.35	TBA
	Broken parts of week where camp not provided	111.05	TBA
	Breakfast	22.70	TBA
	Lunch	25.95	TBA
	Dinner	44.75	TBA
	Incidentals	8.00	8.00
	Private Vehicle over 2700cc	0.308	TBA
	Private Vehicle 1600cc - 2700cc	0.304	TBA
	Private Vehicle under 1600cc	0.260	TBA
	Other Conditions		
23.4	First Aid Allowance	3.47	3.56
30.1(c)	Insuring Tools	1628.00	TBA
	Reimbursement for Loss		

APPENDIX A

Workplace Reform

1. Benchmarking

The parties agree to co-operate in benchmarking processes to measure performance of RMS Road Services Business Units against other public and private sector road services providers.

2. Process Improvement

RMS, Unions and Employees are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which result in improvement in productivity and/or the elimination of duplication and waste. The regional consultative groups monitor the development and implementation of process improvement and provide appropriate updates, reports and recommendations to the SBU.

3. Performance Planning & Feedback

3.1 RMS will implement a performance planning and feedback scheme that applies to all wages staff and is:

- (a) implemented in consultation with the unions that will link performance in the workplace with the goals of RMS, its regions and work units;
- (b) supported by appropriate training; and
- (c) evaluated and monitored by the SBU.

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

3.3 The parties are committed to:

- (a) ensuring teams and Employees understand the relationship or interdependence of their role with other teams and Employees;
- (b) clearly defining expectations for each team and Employee against the agreed goals of RMS and productivity standards;
- (c) ensuring each team and Employee clearly understands RMS's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals;
- (d) obtaining feedback from teams and Employees on RMS's work practices, management practices and possible innovations; and
- (e) encouraging teams and Employees to participate in their work unit's decision making process.

4. Conditions of Employment

4.1 The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes are:

- (a) developed and implemented in consultation with the unions to link performance in the workplace with the goals of RMS;
- (b) evaluated and monitored by the SBU.

4.2 In making this commitment, the parties accept, in principle, the need to:

- (a) review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources;
- (b) review and rationalise administrative procedures;
- (c) reduce and update documentation;
- (d) ensure, where possible, consistent working conditions for all wages staff;
- (e) provide opportunities for all Employees to better manage their working and personal lives;
- (f) review current work patterns to investigate flexible work arrangements which better meet Employees and customers' needs.

5. Workplace Health & Safety

- 5.1 RMS is committed to ensuring the health, safety and wellbeing of its staff in the workplace. This is achieved by:
- (a) implementation of appropriate health and safety practices and procedures;
 - (b) appropriate management policies and practices; and
 - (c) the active and constructive involvement of all wages staff; and
 - (d) management and wages staff representatives' participation on occupational health and safety committees.
- 5.2 RMS encourages Employees to take a constructive role in promoting improvements in work health, safety and welfare to assist RMS in achieving a healthy and safe working environment.

6. Contracting Out

6.1 Application and Definition

- (a) For the purpose of this clause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.

6.2 Considering Proposal to Contract Out Work

- (a) Where RMS determines it intends to pursue a proposal to contract out work, subject to Government Approval, relevant unions and affected Employees will be notified. Sufficient time will be provided to relevant unions and affected Employees to discuss RMS's intention to pursue a proposal to contract out work.

6.3 Decision to Contract Out Work

- (a) Once RMS has finalised a proposal and has made a decision to contract out work, RMS agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work. This does not require the disclosure of confidential or commercial in confidence information.
- (b) Prior to implementation of a proposal to contract out work, RMS will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.

- (c) Subject to reasonable notice and operational requirements, RMS agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 6.3(b) above.

6.4 Dispute Settlement Procedure

- (a) Any issues or matters in dispute should be dealt with under the Dispute Settlement Procedure in clause 46 of this Award.

7. Contractors Protocol

7.1 Where work is to be carried out by contract, including sub-contract, RMS:

- (a) abide by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee;
- (b) ensures that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying the rates and providing conditions contained in the appropriate award and/or registered industrial agreement, as well as complying with other statutory provisions and RMS specified standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards and the provisions set out in clause 7, Work Health and Safety.
- (c) on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RMS standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards, , takes necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract is implemented, if appropriate.

8. Unplanned absenteeism (sick leave)

The parties are committed to implementing tailored strategies to reduce the level of sick leave being taken by Employees.

Employees who have a good sick leave record who have been suffering from a genuine prolonged illness shall, subject to Chief Executive approval, continue to be entitled to additional paid sick leave should they exhaust their existing paid sick leave entitlement.

9. Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between RMS's corporate directorates and Operations and Services Directorate, regional and frontline areas to ensure timely and accurate upward and downward feedback.

10. Field Input Data Operation

The parties agree to fully implement the Field Input Data Operation (FIDO) system to improve scheduling and prioritising of maintenance works.

11. Alliance Model

The parties agree to fully implement the Alliance Model of work whereby RMS staff work along side private industry parties in order to achieve the outcomes of RMS.

I. TABBAA, Commissioner

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(1920)

SERIAL C8353

ROADS AND MARITIME SERVICES CONSOLIDATED SALARIED AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Maritime Services Division of the Government of New South Wales.

(No. IRC 256 of 2015)

Before The Honourable Acting Justice Kite

12 May 2015

VARIATION

1. Delete Step Four of subclause 5.3, of clause 5, Dispute Settlement Procedure of the award published 22 August 2014, (376 I.G. 904) and insert in lieu thereof the following:

Step Four

If the Dispute cannot be resolved through the procedure outlined in Steps 1-3, or if the Dispute involves matters other than local issues or matters involving the application/ interpretation of this Award, the Employee or their representative may refer the dispute to the Principal Manager, Human Resources and Industrial Relations (or their representative) to attempt to achieve a resolution between the parties within 72 hours of completing Step 3.

2. Delete paragraph (b) of subclause 17.6 of clause 17, Classifications and Rates of Pay and insert in lieu thereof the following:

(b) salaries will increase by 2.5% from the first pay period commencing on or after 1 July 2015.

3. Delete clause 61, Conditions Applicable to Senior Boating Safety Officers (SBSOs), Boating Safety Officers (BSOs), Boating Education Officers and Riverkeepers and insert in lieu thereof:

61. Conditions Applicable to Senior Boating Safety Officers (SBSOS), Boating Safety Officers (BSOS), Boating Education Officers and Riverkeepers.

4. Delete clause 62, Conditions Applicable to Team Leaders Environmental Services (TLES) and Environmental Service Officers (ESOs), and insert in lieu thereof the following:

62. Conditions Applicable to Team Leaders Environmental Services (TLES) and Environmental Service Officers (ESOS).

5. Delete clause 64, Competency Progression of Maritime Employees, and insert in lieu thereof the following:

64. Competency Progression of Maritime Employees

6. Delete clause 66, Specific Provisions for Special Extraordinary Aquatic Events, and insert in lieu thereof the following:

66. Specific Provisions for Special Extraordinary Aquatic Events

7. In SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY delete the table Salaried Employee Classifications (including Inspectors - Vehicle Regulation) appearing in PART 1 and insert in lieu thereof the following:

Salaried Employee Classifications (including Inspectors - Vehicle Regulation)

Unified Salary Scale Grades	2.27% increase 1 July 2013 Per annum \$	2.27% increase 1 July 2014 Per annum \$	2.5% increase 1 July 2015 Per annum \$
Grade 1	34,940	35,733	36,626
	38,322	39,192	40,172
	43,811	44,806	45,926
Grade 2	46,206	47,255	48,436
	48,303	49,399	50,634
	50,100	51,237	52,518
Grade 3	53,197	54,405	55,765
	55,689	56,953	58,377
	58,284	59,607	61,097
Grade 4	60,061	61,424	62,960
	62,416	63,833	65,429
	64,872	66,345	68,004
Grade 5	67,101	68,624	70,340
	69,272	70,844	72,615
	70,519	72,120	73,923
Grade 6	72,067	73,703	75,546
	74,254	75,940	77,839
	76,684	78,425	80,386
Grade 7	78,353	80,132	82,135
	81,119	82,960	85,034
	82,692	84,569	86,683
Grade 8	86,085	88,039	90,240
	89,580	91,613	93,903
	92,377	94,474	96,836
Grade 9	96,627	98,820	101,291
	99,403	101,659	104,200
	103,876	106,234	108,890
Grade 10	106,498	108,916	111,639
	110,699	113,212	116,042
	116,384	119,026	122,002
Grade 11	119,981	122,705	125,773
	125,204	128,046	131,247
	128,023	130,929	134,202
Grade 12	135,515	138,591	142,056
	139,470	142,636	146,202
	144,342	147,619	151,309
Grade 13	148,650	152,024	155,825
	152,502	155,964	159,863
	159,811	163,439	167,525

8. In SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY delete the table Professional Engineers appearing in PART 2 and insert in lieu thereof the following:

Professional Engineers

Engineering Scale	Year	2.27% increase 1 July 2013 Per annum \$	2.27% increase 1 July 2014 Per annum \$	2.5% increase 1 July 2015 Per annum \$
Cadet Engineer Level 1	-	37,051	37,892	38,839
Cadet Engineer Level 2	-	39,190	40,080	41,082
Cadet Engineer Level 3	-	41,579	42,523	43,586
Cadet Engineer Level 4	-	44,206	45,209	46,339
Cadet Engineer Level 5	-	47,621	48,702	49,920
Cadet Engineer Level 6	-	48,111	49,203	50,433
GRAD Program Engineer	1	68,006	69,550	71,289
	2	70,204	71,798	73,593
	3	71,471	73,093	74,920
Engineer Level 1	1	79,412	81,215	83,245
	2	82,216	84,082	86,184
	3	83,810	85,712	87,855
	4	87,249	89,230	91,461
	5	90,787	92,848	95,169
	6	93,624	95,749	98,143
Engineer Level 2	1	97,930	100,153	102,657
	2	100,745	103,032	105,608
	3	105,278	107,668	110,360
Engineer Level 3	1	107,934	110,384	113,144
	2	112,192	114,739	117,607
	3	117,954	120,632	123,648
Engineer Level 4	1	121,601	124,361	127,470
	2	126,893	129,773	133,017
	3	129,748	132,693	136,010
Engineer Level 5	1	137,339	140,457	143,968
	2	141,352	144,561	148,175
	3	146,292	149,613	153,353
Engineer Level 6	1	150,659	154,079	157,931
	2	154,561	158,070	162,022
	3	161,968	165,645	169,786

Note: All salary rates in this table include 1.35% annual leave loading.

9. In SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY delete the table Maritime Employee Classifications, appearing in PART 3 and insert in lieu thereof the following:

Maritime Employee Classifications

Level	2.27% increase 1 July 2013 Per annum \$	2.27% increase 1 July 2014 Per annum \$	2.5 % increase 1 July 2015 Per annum \$
Maritime Officer			
1	44,201	45,204	46,334
2	48,366	49,464	50,701
3	56,155	57,430	58,866
4	58,803	60,138	61,641
5	63,227	64,662	66,279

6	66,210	67,713	69,406
7	71,180	72,796	74,616
8	74,535	76,227	78,133
9	80,128	81,947	83,996
10	83,909	85,814	87,959
11	90,205	92,253	94,559
12	94,456	96,600	99,015
13	101,540	103,845	106,441
14	106,317	108,730	111,448
15	114,287	116,881	119,803
16	119,667	122,383	125,443
17	128,626	131,546	134,835
Annualised Salaries(*)			
5A	81,955	83,815	85,910
7A	89,911	91,952	94,251
7AA	87,291	89,273	91,505
9A	96,072	98,253	100,709
10A	102,639	104,969	107,593
10AA	102,901	105,237	107,868
11A	108,935	111,408	114,193
12A	113,185	115,754	118,648
13A	112,922	115,485	118,372
14A	125,047	127,886	131,083
15A	133,015	136,034	139,435
15AA	133,706	136,741	140,160
16A	139,087	142,244	145,800
16AA	139,087	142,244	145,800
17A	142,749	145,989	149,639
17AA	148,045	151,406	155,191

10. Delete SCHEDULE B - ALLOWANCES AND EXPENCES and insert in lieu thereof the following:

SCHEDULE B - ALLOWANCES AND EXPENSES*

Item No.	Clause No.	Description	Amount \$	
1	20.2.1(b)	Meal Allowance while Travelling	Per meal	
		Capital Cities & High Cost Country Centres (refer to (5) below)		
		Breakfast	25.35	
		Lunch	28.55	
		Evening Meal	48.65	
		'Tier 2' Country Centres & 'Elsewhere' (refer to (5) below)		
		Breakfast	22.70	
		Lunch	25.95	
		Evening Meal	44.75	
2	23.4	Meal Allowance on Overtime	Per meal	
		Breakfast	28.20	
		Lunch	28.20	
		Evening Meal	28.20	
3	20.3	Lodgings	Per Day	Per Hour
		Location	\$	\$
		Capital Cities		

		Sydney	306.25	12.76
		Adelaide	278.25	11.59
		Brisbane	322.25	13.43
		Canberra	289.25	12.05
		Darwin	337.25	14.05
		Hobart	253.25	10.55
		Melbourne	294.25	12.26
		Perth	354.25	14.76
		High Cost Country Centres (NSW)		
		Gold Coast	270.25	11.26
		Gosford	261.25	10.89
		Maitland	273.25	11.39
		Newcastle	273.25	11.39
		Orange	270.25	
		Queanbeyan	254.25	
		Wagga Wagga	262.25	10.93
		Wollongong	257.25	10.72
		'Tier 2' Country Centres (NSW)		
		Bathurst	244.10	10.17
		Broken Hill	244.10	10.17
		Dubbo	244.10	10.17
		Goulburn	244.10	10.17
		Muswellbrook	244.10	10.17
		Port Macquarie	244.10	10.17
		All other Country Centres (NSW)		
		'Elsewhere'	222.10	9.25
4	20.3	Incidentals allowance (all locations)	18.70	per day
5	20.5.2(b)	Amount for incidentals deducted from actual/reasonable expenses	18.70	per week
6	20.5.2(b)	Maximum allowance for Employee separated from dependents	254.00	per week
7(a)	20.5.9(a)	(i) Allowance for removal of furniture - value of furniture:	7,037.00	
7(b)		(ii) If value above amount in (i), Employees receive -	1,126.00	
7(c)		(iii) If value below amount in (i), Employees receive -	563.00	
7(d)		(iv) If not eligible, Employees shall receive -	281.00	
8	20.5.4(c)	Max purchase price of home on which reimbursement of expenses is based	520,000	
9	20.5.7(b)	Rental Subsidy - Max amount of allowance to offset increased accommodation costs	51.00	
10(a)	20.5.8(a)	Parents to pay first	27.00	per week
10(b)		RMS pays up to a maximum of	56.00	per week
11	20.6	Remote areas allowance (with dependants)		
		Grade A	1,939.00	
		Grade B	2,572.00	
		Grade C	3,435.00	
		Remote areas allowance (without dependants)		
		Grade A	1,353.00	
		Grade B	1,803.00	
		Grade C	2,406.00	
12(a)	20.7	Fares subsidy for climatic area - actual cost less or	47.80	
12(b)		Maximum amount for Employee with spouse/dependents; or	320.20	

12(c)		Maximum amount for Employee without spouse/dependents	158.15
13	20.9	Sydney Harbour Bridge Allowance for Works Supervisors (100%)	8,106.00 per annum
14	20.5.9(g)	Maximum value of furniture and effects on which risk insurance is paid	38,000.00
15	20.8	First Aid - Holders of St John's Ambulance Certificate or equivalent qualifications	824.00 per annum
16	20.8	First Aid - Holders of current occupational first aid certification issued within the previous three years and in charge of a First Aid room in a workplace of 200 or more	1,238.00 per annum
17	20.4.2(b) 20.5.10(c)	Use of Private Motor Vehicles on Official Business - Official Business Rate: Over 2,600cc 1,601-2,600cc Under 1,600cc	0.77/km 0.76/km 0.65/km
18	20.3.3(b) 20.4.2(b) 20.5.6(c) 20.7(e)	Use of Private Motor Vehicles on Official Business - Specified Journey Rate: Over 2,600cc 1,601-2,600cc Under 1,600cc	0.308/km 0.304/km 0.26/km
19(a)	20.11	On call allowance (payable to RMS Salaried Employees other than Maritime Employees)	72.00 per day (Mon - Fri) 107.00 per day (Sat, Sun & P. Hol)
19(b)	59.1	On call allowance (payable to Maritime Employees)	\$0.90 per Hour
20	20.5.2(b)	Temporary accommodation beyond first 8 weeks: Actual and reasonable out of pocket expenses for board and lodging less the amount for incidentals	18.70/wk
21	59.2	Assistance with Child Care fees per child (for Maritime Employees)	\$298.33 pa
22	59.3	Assistance with gym fees based on proof of attendance (for Maritime Employees)	\$298.33 pa
23	59.4	Superable skill allowance based on holding Master 5 Qualification to carry out duties on specific Environmental Services vessels	\$8134 p a
24	20.3.1(a)	Applies to RMS Employees required to camp out or make use of caravans or boats for overnight accommodation in the course of their duties, when motel/hotel accommodation is neither available nor appropriate.	\$40.50 per day
25	20.10(a)	Uniform maintenance allowance - applies to designated RMS Salaried Employees other than Maritime Employees.	\$8.00 per week

* Operative from 1 July 2014

11. This variation shall take effect from the first full pay period on or after 1 July 2015.

P. M. KITE , *Acting Justice*

Printed by the authority of the Industrial Registrar.

ROADS AND MARITIME SERVICES SCHOOL CROSSING SUPERVISORS AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Maritime Services Division of the Government of New South Wales.

(No. IRC 359 of 2015)

Before Commissioner Tabbaa

18 June 2015

AWARD

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Area, Incidence, Duration
3.	Parties to the Award
4.	Duties
5.	Appointment and Probation
6.	Hours of Duty
7.	Payment of Wages
8.	Superannuation
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1. Definitions

Additional Hours - Time worked by permanent SCSs in excess of their contract hours and for which a loading in lieu of annual leave is paid.

Casual - Casual SCSs are employed on an intermittent basis to cater for special needs or to provide cover for intermittent periods of absence.

Casual Loading - An additional rate added to the rate of pay for casual SCSs to compensate for their ineligibility for paid leave and public holidays.

Contract Hours - The standard weekly hours or daily hours required to be worked by permanent SCSs. Contract hours for permanent SCSs are the hours specified in their contract or letter of appointment.

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

Extended Leave - A form of leave entitlement which recognises and rewards long service as provided by the Extended leave provisions covered in Schedule 5 of the Transport Administration Act 1988.

Headquarters - The centre to which SCSs are attached for administrative purposes, or from which SCSs are required to operate on a long term basis.

Permanent SCS - A permanent SCS is a SCS who works a set number of hours and days per week.

RMS - means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the Government Sector Employment Act 2013 to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the Public Sector Employment and Management Act 2002 was abolished, staff moved to the Transport Service, and that Employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this Award, references to "RMS" refer to the business of the Roads and Maritime Services rather than to the Employer.)

"RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.

SCS - School Crossing Supervisor

Temporary Work Location - The place from which permanent SCSs temporarily perform official duty if they are required to work away from headquarters.

"Transport Service" means the Transport Service of New South Wales established by the Transport Administration Act 1988.

Union - Australian Workers' Union (AWU) and/or Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

Working Hours - The specified times that SCSs are required to work as outlined in their letters of engagement.

2. Area, Incidence, Duration

- 2.1 This Award will be known as the Roads and Maritime Services - School Crossing Supervisors Award 2015.
- 2.2 The Award applies to all SCSs employed as members of the Transport Service in the RMS Group.
- 2.3 This rescinds and replaces the Crown Employees (Roads and Maritime Services - School Crossing Supervisors) Award published 27 July 2012 (373 I.G. 83) and all variations thereof.
- 2.4 This Award comes into effect on 1 July 2015 and will remain in force until 30 June 2017.

3. Parties to the Award

- 3.1 The parties to this Award are:
 - (a) the Secretary of the Department of Transport as head of the Transport Service;
 - (b) the Australian Worker's Union; and

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

4. Duties

- 4.1 SCSs are responsible for the implementation of the School Crossing Supervisor Scheme at designated school crossing sites.
- 4.2 In order to achieve this, SCSs must:
 - (a) Place CHILDREN CROSSING flags at each end of the crossing at the commencement of duties and remove the flags at the completion of duties
 - (b) Be at their designated crossing at the times specified by RMS;
 - (c) Comply with the Safe Work Method Statement (SWMS) for the site at which they are working;
 - (d) Perform their duties in accordance with training provided by RMS;
 - (e) Follow any lawful directions given by RMS;
 - (f) Use only the safety clothing and equipment provided by RMS.

5. Appointment and Probation

- 5.1 SCSs must serve a three-month probation period before their employment is confirmed.
- 5.2 SCSs cannot commence duty until they have successfully completed both on-site and off-site training and have met the criteria for the criminal record check as outlined in clause 16.
- 5.3 The probation period may be extended for a period up to six months in exceptional circumstances. SCSs must be informed of the extension at least one week prior to the date on which they will complete three months' service.

6. Hours of Duty

- 6.1 Other than for reasons outlined in subclause 6.5 below, permanent SCSs will be rostered to work during the 41-week NSW school year.
- 6.2 The contract hours for SCSs will not include four weeks of the school summer vacation period in December/January each year. Any training held in January will be notified and paid for as per clause 15, Training.
- 6.3 The contract hours of duty for permanent SCSs are determined according to the operating hours of the crossing at their designated site, including the setting up and storage of equipment. The specific hours will be notified to permanent SCSs in their letters of engagement.
- 6.4 Unless otherwise agreed by the SCS, the contract hours of duty for permanent SCSs may be varied on a permanent basis provided that three weeks' notice is given (i.e. 15 weekdays, including school and public holidays). This does not restrict RMS to direct SCSs to work different than their contract hours on a temporary basis, eg to cover short-term absences of other staff.
- 6.5 Subject to clause 15, Training, permanent SCSs may, by agreement, work in excess of their contract hours. The additional hours worked, up to 38 hours per week, will be paid at ordinary time plus a 1/12 loading in lieu of additional annual leave (see subclause 7.4 below).
- 6.6 Permanent or casual SCSs who are directed to work in excess of 8 hours per day or 38 hours per week will be paid for the time worked at overtime rates as time and a half for the first two hours and double time thereafter.

- 6.7 The hours of duty for casual SCSs will fluctuate between engagements. Generally, casual SCSs cannot be engaged for longer than the ordinary hours worked by permanent SCSs.
- 6.8 RMS may arrange training to be conducted during the school holidays. Refer to clause 15, Training.
- 6.9 RMS may require SCSs to work reasonable overtime at overtime rates. An SCS may refuse to work overtime in circumstances where the working of overtime would result in the SCS staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to the SCSs health and safety;
 - (b) the SCSs personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by RMS regarding the working of overtime, and by the SCS of their intention to refuse the working of overtime; or
 - (e) any other relevant matter.

7. Payment of Wages

- 7.1 The hourly rate of pay for SCSs will be calculated with reference to a base hourly rate of \$N per hour. The rates of pay are set out in the table in clause 24. Rates of Pay were increased by 2.5% operative from the first full pay period on or after 1 July 2015.
- 7.2 The rate paid to permanent SCSs will be averaged over a period of 48 weeks. The calculation takes into account the 41-week school year plus the entitlement to four weeks' annual leave as permanent Employees. Permanent SCSs will continue to be paid for their contract hours during school holidays that fall between the months of February and December. Permanent SCSs will not be paid for the four weeks of the school summer vacation period in December/January each year.
- 7.3 The hourly rate paid to permanent SCSs will be calculated on the following basis:

$$\frac{N}{48} \times 45 = \$P$$

Where 'N' is the base rate per hour and 'P' is the actual hourly rate.

- 7.4 Additional hours worked by permanent SCSs will be calculated on the following basis:

$$N + (N \times 1/12) = \$A$$

Where 'N' is the base rate per hour and 'A' is the actual hourly rate.

This rate will also apply to all time spent training by permanent SCSs outside their contract hours.

- 7.5 Casuals are paid for actual time worked and all training but are otherwise not paid during school holidays.
- 7.6 As casuals are entitled to a loading in lieu of all forms of paid leave except for extended leave, the hourly rate paid to casual SCSs will be calculated on the following basis:

$$N + (N \times 20\%) = \$C$$

Where 'N' is the base rate per hour and 'C' is the actual hourly rate.

7.7 Wages will be paid on a fortnightly basis into an account nominated by each SCS.

8. Superannuation

8.1 RMS will contribute a proportion of each SCSs wage as determined by Commonwealth superannuation legislation into a superannuation fund nominated by each SCS. The current proportion is 9.50%, effective from 1 July 2014.

9. Minimum Period of Engagement

9.1 The minimum period of engagement for SCS (whether casual or permanent) shall be one hour.

9.2 SCSs who work both morning and afternoon shift in any one day will be considered to have worked two (2) periods of engagement for that day.

9.3 The period(s) of engagement for permanent SCSs will be specified in their letter of appointment.

10. Work Location

10.1 Subject to subclause 10.3 below, permanent SCSs will be appointed to a designated work school crossing site to which they must report for duty.

10.2 Casual SCSs are not assigned to a specific work location and may be offered work at locations as required by RMS.

10.3 SCSs who have their employment converted from casual to permanent through the operation of clause 21, Secure Employment, may not be assigned to a designated work school crossing site and may be required to undertake their contract hours at different locations. The different locations will be within a reasonable boundary and will be agreed at the time of conversion. Such SCSs will not be entitled to reimbursement for additional fares or time spent travelling to these locations as per subclauses 12.1 and 12.2.

10.4 SCSs who elect to convert to permanent status by way of subclause 10.3 will be offered the choice to transfer to permanent status as outlined at subclause 10.1, upon a SCSs position falling vacant.

11. Leave

11.1 Calculation of leave

(a) Unless otherwise specified, permanent SCSs will be entitled to leave on a pro-rata basis, calculated on their weekly contract hours.

(b) For the purpose of taking leave, 'day' means the normal/contract hours of duty that SCSs would have worked on that day. This does not include intermittent training carried out during the school term.

11.2 Casuals

(a) Casuals receive a loading in lieu of all forms of paid leave except long service leave.

(b) With the exception of long service leave, casuals are not entitled to take paid leave.

11.3 Recreation Leave

(a) Permanent SCSs are entitled to four (4) weeks' recreation leave each year.

(b) The wages paid to SCSs take into account the four-week entitlement and SCSs are not entitled to take recreation leave during the school term.

- (c) SCSs will have a period of four weeks per year (in one or more blocks) where they will not be required to attend work and/or training. Refer to clause 15, Training.

11.4 Annual Leave Loading

The wages paid to SCSs incorporate a loading of 1.35% per annum to account for their entitlement to annual leave loading based on four weeks' leave per year.

11.5 Public Holidays

- (a) Permanent SCSs will be paid for all gazetted state public holidays that occur on a day on which they are normally rostered and for the hours that they would have worked.
- (b) Public holidays that occur during school holidays will be treated as normal work days and no additional payment will be made.
- (c) Permanent SCSs will be entitled to observe local public holidays (half day or full day as gazetted) where the school to which the crossing applies is observing that local public holiday.

11.6 Sick Leave

- (a) Permanent SCSs are entitled to 12 sick days per year.
- (b) For the purpose of this clause, the sick leave year commences on 1 January. SCSs who commence duty during the course of a calendar year will be credited with a pro rata entitlement of 12 days per year.
- (c) RMS may defer payment of sick leave to SCSs who take sick leave during their first three months of service until the SCS has completed three months of service
- (d) SCSs re-employed in the same year are entitled to the lesser of:
 - (i) a maximum of 12 days sick leave, or
 - (ii) the sick leave SCSs would have been entitled to had employment been continuous from the date of first employment in that year.
- (e) Previous periods of employment are not taken into account for sick leave purposes.
- (f) All sick leave not taken during the leave year accumulates and may be used as required for genuine absences due to illness or incapacity.
- (g) If SCSs are unable to attend work due to illness or injury, they are to contact their supervisor prior to the commencement of their shift and advise:
 - (i) that they are unable to attend work, and
 - (ii) the nature of their illness or incapacity, and
 - (iii) the estimated period of absence.
- (h) The granting of paid sick leave shall be subject to the SCS providing evidence which indicates the nature of illness or injury. If the SCS is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the Human Resources Section.
- (i) If a SCS is absent from duty for more than 2 consecutive working days because of illness they must provide a medical certificate to RMS in respect of the absence.

- (j) If a SCS takes sick leave in excess of 5 uncertified working days in a calendar year the SCS concerned may be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (k) As a general practice backdated medical certificates will not be accepted. However, if the SCS concerned provides evidence of illness that only covers the latter part of the absence, RMS may allow the granting of sick leave for the whole period if satisfied that the reason for the absence was genuine.
- (l) If the RMS is concerned about the diagnosis described in the evidence of illness produced, the RMS may, after discussion with the SCS refer the evidence provided and the application for leave to an independent medical practitioner for advice.
 - (i) The type of leave granted to the SCS will be determined by RMS based on the medical advice received.
 - (ii) If sick leave is not granted, RMS will, as far as practicable, take into account the wishes of the SCS when determining the type of leave granted.
- (m) RMS may direct the SCS to participate in a return to work program if they have been absent for a long period of sick leave.
- (n) Nothing in this subclause 11.6 removes the right of RMS to request medical certificates for single day absences where required or from referring the SCS for an independent medical assessment for other reasons as prescribed in RMS's sick leave policy.
- (o) The reference in this clause to evidence of illness shall apply, as appropriate:
 - (i) for absences up to and including 5 working days evidence may be provided by a registered doctor, dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at RMS's discretion, other forms of evidence that satisfy that the SCS had a genuine illness including from another registered health services provider,
 - (ii) where the absence exceeds five working days, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner.
- (p) SCSs who have used all their accrued sick leave but are unable to return to work due to illness or incapacity and have supporting medical certificates may take accrued extended leave or leave without pay.
- (q) SCSs who are sick for a week or more whilst on extended leave and who have a supporting medical certificate will be entitled to accrued sick leave for the period covered by the medical certificate. The extended leave replaced by the sick leave will be re-credited to the SCSs entitlement.
- (r) Sick leave will not be granted for extended leave taken prior to resignation or termination of services.

11.7 Extended leave

11.7.1 Extended leave entitlements

- (a) Extended leave for SCSs is set by the Transport Administration Act 1988 (NSW).
- (b) SCSs who have completed 10 years' service recognised by RMS are entitled to the following extended leave:
 - (i) 44 working days at full pay, or

- (ii) 88 working days at half pay, or
- (iii) 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years entitles SCSs to accrue 11 working days extended leave.
- (d) From 1 January 2005, SCSs who have completed at least 7 years continuous service with RMS, or as recognised in accordance with subclauses 11.7.1(f) and (g) below, are entitled to access pro rata extended leave on the basis of 4.4 working days per completed year of service.
- (e) Casual SCSs with regular and consistent patterns of employment are entitled to Extended Leave on the same basis as that applying to permanent SCSs, calculated on a pro rata basis.
- (f) All previous full-time and part-time service SCSs have had with RMS, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority are taken into account as service towards Extended Leave for permanent SCSs.
- (g) Service with other NSW government bodies will also be recognised in accordance with the Government Sector Employment Act 2013 (NSW) and Schedule 2 of the Government Sector Employment Regulation 2014 [NSW].
- (h) Nothing in subclauses 11.7.1(f) or (g) above entitles SCSs to payment for previous service recognised, where the accrual for that service has been taken as extended leave in service or paid out on termination.

11.7.2 Effect of Approved Leave Without Pay on Extended Leave Entitlements.

- (a) To determine if SCSs have completed the required 10 years of service:
 - (i) Any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not SCSs have completed 10 years of service.
 - (ii) Any period of approved LWOP you have taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) For SCSs who have had 10 years' service recognised by RMS, approved LWOP for the reasons listed below counts as service for Extended Leave accrual:
 - (i) Military service (e.g. Army, Navy or Air Force);
 - (ii) Major interruptions to public transport;
 - (iii) Periods you are on leave accepted as workers compensation.
- (c) For SCSs who have completed 10 years of recognised service, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

11.7.3 Taking of Extended Leave.

- (a) Subject to RMS approval, SCSs may take extended leave:
 - (i) At a time convenient to RMS;

- (ii) For a minimum period of one hour, irrespective of whether it is paid at full pay, half pay or double pay.
- (b) Extended leave may be taken at full pay, half pay or double pay.
- (c) For extended leave taken at double pay:
 - (i) SCSs leave balance will be debited for the actual number of working days/hours of leave at full pay plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (ii) the additional payment is made as a taxed, non-superable allowance, with the exception of payment to members of First State Super or another complying fund of their choice for whom the additional payment is superable.
- (d) For extended leave taken at half pay, SCSs leave balance will be debited at the rate of half the days/hours taken as extended leave.
- (e) SCSs who take extended leave in service, may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

11.7.4 Sick Leave while on Extended Leave.

- (a) SCSs are only entitled to claim sick leave that occurs during an absence on extended leave when sick for five or more consecutive working days. To claim sick leave, SCSs must provide a medical certificate for the period claimed as soon as practicable.
- (b) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave, if leave is taken on a full or half pay basis.
- (c) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance.
- (d) The above applies if extended leave is taken prior to retirement but not extended leave taken prior to resignation or termination of services by RMS.

11.7.5 Public Holidays while on Extended Leave.

- (a) Public holidays that fall while SCSs are absent on extended leave are not recognised as extended leave and are not deducted from the extended leave balance.
- (b) Payment for public holidays is paid at single time even if SCSs have chosen to take extended leave at half-pay or double pay.

11.7.6 Payment or Transfer of Extended Leave on Termination

- (a) If SCSs are entitled to extended leave on termination of your employment, including retirement, they will be paid the monetary value of the extended leave as a gratuity, in lieu of your taking the leave.
- (b) SCSs who have at least five years' service as an adult but less than seven years' service are paid pro-rata extended leave if their services are terminated:
 - (i) By RMS for any reason other than serious and intentional misconduct;
 - (ii) By SCSs in writing on account of illness, incapacity or domestic or other pressing necessity or.

- (c) SCSs who resign to join another Government Department, and who 'transfer' as defined by the Government Sector Employment Act 2013 (NSW) and Part 6 of the Government Sector Employment Rules 2014 [NSW], are entitled to have their extended leave accrual accepted by their new Employer.

11.8 Maternity leave

- (a) Female SCSs are entitled to maternity leave to allow them to retain their position and return to work within a reasonable time after the birth of their child.
- (b) Permanent SCSs are entitled to maternity leave up to nine weeks before the expected date of birth and up to 12 months after the actual date of birth.
- (c) Permanent SCSs who have completed at least 40 weeks' continuous service prior to the birth are entitled to paid maternity leave on the basis of 14 weeks at full pay or 28 weeks at half pay from the date maternity leave commences.
- (d) Regular casual SCSs who have completed 12 months' continuous service are entitled to up to 12 months' unpaid maternity leave. The leave may commence up to nine weeks before the expected date of birth, but must not exceed a total of 52 weeks. Casual SCSs are not entitled to paid maternity leave.
- (e) RMS shall not fail to re-engage a regular casual SCS (see section 53(2) of the Industrial Relations Act 1996) because:
 - (i) the SCS or SCSs spouse is pregnant, or
 - (ii) the SCS is or has been immediately absent on maternity leave.

The rights of RMS in relation to engagement and re-engagement of casual SCS are not affected, other than in accordance with this subclause.
- (f) If a SCS commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave they will be paid:
 - (i) at the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) at a rate based on the hours they worked before the initial leave was taken, where they have returned to work and reduced their hours during the 24 month period; or
 - (iii) at a rate based on the hours they worked prior to the subsequent period of leave where they have not reduced their hours.

11.9 Adoption leave

- (a) SCSs are entitled to adoption leave for the adoption of a child under school age, provided that they are to be the primary care giver of the child.
- (b) Permanent SCSs are entitled to adoption leave on the following basis:
 - (i) fourteen weeks on full pay if they have completed 40 weeks' continuous service;
 - (ii) an extended period of up to 52 weeks, taken from the time of placement of the child, as extended leave (if available) and/or leave without pay. Any period of paid adoption leave will be included in the 52 weeks.
- (c) Regular casual SCSs who have completed 12 months' continuous service are entitled to up to 12 months' unpaid adoption leave from the date the SCS takes custody of the child.

- (d) RMS shall not fail to re-engage a regular casual SCS (see section 53(2) of the Industrial Relations Act 1996) because the SCS is or has been immediately absent on adoption leave. The rights of RMS in relation to engagement and re-engagement of casual SCS are not affected, other than in accordance with this subclause.
- (e) If a SCS commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave they will be paid:
 - (i) at the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) at a rate based on the hours they worked before the initial leave was taken, where they have returned to work and reduced their hours during the 24 month period; or
 - (iii) at a rate based on the hours they worked prior to the subsequent period of leave where they have not reduced their hours.

11.10 Parental leave

- (a) SCSs who are not entitled to maternity or adoption leave are entitled to parental leave to share in the responsibility of caring for their young children.
- (b) Permanent SCSs are entitled to parental leave on the following basis:
 - (i) one week on full pay or two weeks at half pay if they have completed 40 weeks' continuous service; and
 - (ii) 52 weeks unpaid. Any period of paid parental leave will be included in the 52 weeks.
- (c) Leave may commence at any time up to two years from the date of birth or adoption of the child. The leave may be taken full time for up to 12 months or on a part time basis over a period of up to two years.
- (d) Regular casual SCSs who have completed 12 months' continuous service are entitled to up to 12 months' unpaid parental leave from the date of birth or adoption of the child.
- (e) RMS shall not fail to re-engage a regular casual SCS (see section 53(2) of the Industrial Relations Act 1996) because the SCS is or has been immediately absent on parental leave. The rights of RMS in relation to engagement and re-engagement of casual SCS are not affected, other than in accordance with this subclause.

11.11 Communication during Maternity, Adoption and Parental Leave

- (a) Where a SCS is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, RMS 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 SCS held before commencing maternity, adoption or parental leave; and
 - (ii) Provide an opportunity for the SCS to discuss any significant effect the change will have on the status or responsibility level of the position the SCS held before commencing maternity, adoption or parental leave.
- (b) The SCS shall take reasonable steps to inform RMS about any significant matter that will affect the SCSs decision regarding the duration of maternity, adoption or parental leave to be taken, whether the SCS intends to return to work and whether the SCS intends to return to work on a part-time basis.

- (c) The SCS shall also notify RMS of changes of address or other contact details which might affect RMS's capacity to comply with subclause 11.11(a).

11.12 Rights of request during maternity, adoption or parental leave

- (a) A SCS entitled to maternity, adoption or parental leave may request that RMS allow the Employee:
 - (i) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) 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 SCS in reconciling work and parental responsibilities.
- (b) RMS shall consider the request having regard to the SCSs circumstances and, provided the request is genuinely based on the SCSs parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or RMS's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The SCSs request and RMS decision to be in writing.

The SCSs request and RMS's decision made under subclause 11.12(a) must be recorded in writing.

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

Where a SCS wishes to make a request under subclause 11.12 (a)(ii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the SCS is due to return to work from maternity, adoption or parental leave.

11.13 Family and community service leave

- (a) RMS shall grant to an SCS some or all of their accrued family and community service leave on full pay for reasons related to unplanned and emergency family responsibilities or other emergencies outlined in subclause 11.13(b). RMS may also grant leave for purposes as outlined in subclause 11.13(c). Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.
- (b) 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 SCS's household;
 - (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (iii) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an SCS's property and/or prevents a SCS from reporting for duty;
 - (iv) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;

- (v) Attendance at court by a SCS to answer a charge for a criminal offence, only if RMS considers the granting of family and community service leave to be appropriate in a particular case.
- (c) Family and community service leave may also be granted for:
 - (i) A SCS's absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the SCS does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - (ii) A SCS's attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if a SCS is selected to represent Australia or the State.
- (d) Family and community service leave shall accrue as follows:
 - (i) in the first 12 months of service 2.5 days.
 - (ii) in the second year of service 2.5 days.
 - (iii) for each completed year of service after 2 years of service 1 day
- (e) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 3 days may be granted on a discrete, 'per occasion' basis to a SCS to cover the period necessary to arrange or attend the funeral of a family member or relative.
- (f) For the purposes of this subclause, 'family' means:
 - (i) spouse;
 - (ii) de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
 - (iii) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
 - (iv) parent (including a foster parent or legal guardian);
 - (v) grandparent or grandchild;
 - (vi) sibling (including the sibling of a spouse or de facto spouse);
 - (vii) same sex partner who they live with as a de facto partner on a bona fide domestic basis; or
 - (viii) relative who is a member of the same household where, for the purposes of this definition:
 - (A) 'relative' means - a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (B) 'affinity' means - a relationship that one spouse or partner has to the relatives of another; and
 - (C) 'household' means - a family group living in the same domestic dwelling.
- (g) Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow SCSs to provide short-term care or support for a family member who is ill.

- (h) Access to other forms of leave is available to SCSs for reasons related to family responsibilities or community service, subject to approval. These include:
 - (i) Leave without pay
 - (ii) Make up time.
 - (i) Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- (j) SCSs appointed to RMS who have had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous Employer.
- (k) Bereavement entitlements for casual Employees
 - (i) Casual SCSs are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 11.13(f) of this subclause.
 - (ii) RMS and the SCS 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 SCS is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The SCS is not entitled to any payment for the period of non-attendance.
 - (iii) If required by RMS, the SCS must establish the need to take leave, by production of evidence, such as a death certificate or statutory declaration providing details of the circumstances of death.
 - (iv) RMS shall not fail to re-engage a casual SCS because the Employee accessed the entitlements provided for in this subclause. The rights of RMS to engage or not engage a casual SCS is otherwise not affected.
- (l) Personal Carers Entitlement for casual Employees
 - (i) Casual SCSs are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph (e) of this subclause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (ii) RMS and the SCS shall agree on the period for which the SCS 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 SCS is not entitled to any payment for the period of non-attendance.
 - (iii) If required by RMS, the SCS must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
 - (iv) RMS shall not fail to re-engage a casual SCS because the Employee accessed the entitlements provided for in this clause. The rights of RMS to engage or not to engage a casual SCS are otherwise not affected.

11.14 Leave for Matters Arising from Domestic Violence

- (a) Leave entitlements provided for in subclause 11.13 Family and Community Service Leave, and subclause 11.6 Sick Leave, may be used by SCSs experiencing Domestic Violence.

- (b) Where the leave entitlements referred to in subclause 11.14(a) above are exhausted, RMS shall grant up to five days Special Leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.
- (c) RMS will need to be satisfied, on reasonable grounds that Domestic Violence has occurred and leave is required. RMS 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.
- (d) Personal information concerning Domestic Violence will be kept confidential by RMS.
- (e) RMS, where appropriate may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

12. Travelling to a Temporary Work Location

- 12.1 Permanent SCSs required to travel to a temporary work location will be entitled to ordinary time payment for the additional time taken to travel to the temporary work location compared to the time that they normally take to travel to their headquarters.
- 12.2 Where permanent SCSs travel by public transport to a temporary work location, they will be entitled to reimbursement of any additional fares paid.
- 12.3 Subject to clause 15, Training, casual SCSs are not entitled to excess fares or travel to a work location.

13. Relocation of School Crossing Supervisors

- 13.1 RMS may relocate SCSs, either temporarily or permanently, where another location is available within a reasonable distance.
- 13.2 Reasons for the transfer may include, but are not limited to:
 - (a) Where an SCS is no longer required on a site for reasons outlined in subclause 14.4;
 - (b) for performance management or disciplinary reasons; or
 - (c) For other reasons at RMS's discretion.
- 13.3 SCSs are not entitled to relocation expenses.

14. Termination

- 14.1 Subject to subclause 14.2 below, permanent SCSs who wish to cease their employment must provide RMS with at least two weeks' notice.
- 14.2 Permanent SCSs who do not wish to continue their employment in a new school year must inform RMS of their intention to cease their employment prior to 1 December of the previous year.
- 14.3 Should RMS terminate the employment of permanent SCSs for any other reason, apart from serious or wilful misconduct, RMS must provide the SCSs with the following period of notice (or payment in lieu), based on the length of continuous service:

Continuous Service	Period of Notice
Not more than 1 year	at least 1 week
More than 1 year, but less than 3 years	at least 2 weeks
More than 3 years, but less than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

NB: 'service' includes all time worked for RMS since 1992

The period of notice shall be increased by one week where the SCS is over 45 years of age and has completed at least two years continuous service.

- 14.4 Reasons for termination of employment of permanent SCSs under subclause 14.3 above may include, but are not limited to:
- (a) the installation of traffic signals at that site;
 - (b) the removal of a crossing;
 - (c) the installation of an overhead walkway or pedestrian underpass;
 - (d) the closure of a school.
- 14.5 Prior to terminating the employment of a SCS for any of the reasons outlined in subclause 14.4 above, RMS will seek to place SCSs at an alternate location within a reasonable distance. RMS cannot guarantee that SCSs will be allocated the same hours of duty if an alternate location is found.

15. Training

- 15.1 RMS will provide SCSs with training necessary to conduct their duties. SCSs must attend all training to which they have been directed.
- 15.2 Training will generally be provided outside of the normal working hours of a SCS or during school holidays as necessary.
- 15.3 RMS must set aside a period of four weeks (in one or two blocks) during which no training can be organised. This will allow permanent SCSs to have at least four weeks' annual recreation leave per year.
- 15.4 RMS must notify SCSs of the times for training to be undertaken in school holidays at least two months in advance.
- 15.5 Time spent training by permanent SCSs will be paid in line with the calculation for 'additional hours' and paid for in accordance with subclause 7.4.
- 15.6 Casuals will be paid for all time spent training in accordance with subclause 7.5.
- 15.7 Casuals required to travel more than 30 minutes to a training venue will be paid excess fares and for all time in excess of 30 minutes spent travelling.

16. Criminal Record Checks

- 16.1 RMS will undertake criminal record checks on SCSs for any offences relevant to their employment as a SCS:
- (a) prior to their appointment; and
 - (b) at regular intervals; or
 - (c) at RMS's discretion.
- 16.2 Such offences will include, but will not be limited to, the types of offences that prohibit Employees from working with children under the Child Protection (Working With Children) Act 2012 and the Child Protection (Working With Children) Regulation 2013.

- 16.3 RMS may only take action against a SCS with a criminal record where the offence is related to their employment as a SCS or the offence is not related to their employment but they have not informed RMS of their record. Such action may include summary dismissal.
- 16.4 SCSs must advise RMS of any charge or conviction against them that may affect their ability to carry out their duties. Failure to notify RMS of the charge or conviction may result in summary dismissal.

17. Safety Clothing and Equipment

- 17.1 SCSs will be provided with the following safety clothing and equipment:
- (a) Hat
 - (b) Safety Vest
 - (c) Rain Coat
 - (d) Rain Pants
 - (e) Sun Screen 30+
 - (f) Note Book and Pen
 - (g) Bum Bag
 - (h) Water Proof Cap
- 17.2 SCSs must use the safety clothing and equipment provided (and only the safety equipment provided) when on duty.

18. Anti-Discrimination

- 18.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 18.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have 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.
- 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.

NOTES

- (1) Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.
- (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."

19. Grievance Resolution and Dispute Settlement

19.1 Dispute Settlement Procedure

- (a) A dispute is a complaint or difficulty which affects one or more Employee(s). It may include a change in working conditions that is perceived to have a negative implication on Employees.
- (b) It is essential that management and the Unions consult on all issues of mutual interest and concern, not just issues considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the Unions is contrary to the intention of the following process.
- (d) This disputes procedure outlined at subclause 19.2 below shall apply to any dispute that arises with respect to the following:
- (i) matters pertaining to the relationship between the Employer and Employees;
 - (ii) matters pertaining to the relationship between the Employer and the Union parties to this Award which pertain to the Award; and/or
 - (iii) the operation and application of this Award.

19.2 Dispute Settlement Process

Step One

In the first instance, any dispute which is local in nature, and which will not impact on other locations, will be dealt with at the local level by the Employee(s) and/or their Union representative raising the matter with the Employee's immediate supervisor. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Two

If the dispute remains unresolved following Step 1, the Employee(s) and/or their Union representative shall refer the matter to the Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Three

If the Dispute cannot be resolved through the procedure outlined in Steps 1-2, or if the Dispute involves matters other than local issues or matters involving the application/ interpretation of this Award, the Employee or their representative may refer the dispute to the Principal Manager, Human Resources and Industrial Relations (or their representative) to attempt to achieve a resolution between the parties.

Step Four

If following Steps 1-3 the dispute remains unresolved, any relevant party may refer the matter to the NSW Industrial Relations Commission (IRC) for conciliation in the first instance, and if conciliation does not resolve the Dispute, the matter shall be arbitrated by IRC.

19.3 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the next in sequence to accelerate resolution or for some other reason(s), or to agree to refer the dispute to the IRC for urgent resolution.

19.4 Whilst this procedure is continuing, no work stoppage or any other form of work limitation shall occur.

19.5 The parties acknowledge that where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health and safety of any person, it may not be practical to follow the procedure in this clause in attempting to resolve the dispute; and that an urgent reference to the IRC may be required.

19.6 Grievance Procedure

(a) A grievance is a personal concern about work or the work environment for which Employees seek hearing or resolution.

(b) A grievance may, for example, relate to:

(i) allocation of work or development opportunities,

(ii) a perceived denial of an entitlement, or

(iii) suspected discrimination or harassment.

(c) RMS' grievance resolution policy and guidelines, as amended by RMS from time to time, are to be followed when a grievance arises.

(d) While the policy, guidelines and procedures are being followed, normal work is to continue.

19.7 Dispute relating to WHS issues

(a) The RMS and SCSs are committed to the Work Health and Safety Act 2011 and any other statutory requirements, at all times.

(b) When a WHS risk is identified or a genuine safety factor is the source of a dispute:

(i) SCSs have a duty to notify the RMS of the risk to the SCS Work Health and Safety Committee, and;

(ii) allow the RMS a reasonable amount of time to respond.

(iii) the RMS has a duty to address the issue identified; and

(iv) report on the issue within a reasonable timeframe.

(c) If a SCS notifies WorkCover without allowing the RMS a reasonable amount of time to respond to the issue, it is a breach of the legislative provisions.

(d) The RMS respects the rights of all SCSs to refuse to continue working due to a genuine safety issue.

(e) The Unions and SCSs acknowledge that the creation of an industrial dispute over a WHS matter that is not legitimate is a breach of the legislative provisions under section 268 of the Work Health and Safety Act 2011.

20. Union Contributions

- 20.1 Where SCSs authorise RMS in writing to deduct Union fees from their wage, RMS will where practical, make the deduction and forward it to the Unions.
- 20.2 SCSs elected as job representatives, who have notified and have been accepted by RMS as accredited representatives of the Union(s) shall be allowed sufficient time during working hours to interview the supervisor, manager and/or the staff members who they represent on matters affecting staff.

21. Secure Employment

21.1 Objective of this Clause

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

21.2 Casual Conversion

- (a) A casual Employee engaged by a particular Employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every Employer of such a casual Employee shall give the Employee notice in writing of the provisions of this sub-clause within four weeks of the Employee having attained such period of six months. However, the Employee retains his or her right of election under this subclause if the Employer fails to comply with this notice requirement.
- (c) Any casual Employee who has a right to elect under subclause 21.2(a), upon receiving notice under subclause 21.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the Employee, the Employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an Employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual Employee who does not, within four weeks of receiving written notice from the Employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual Employee has elected to become and been converted to a full-time Employee or a part-time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- (f) If a casual Employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 21.2(c), the Employer and Employee shall, in accordance with this paragraph, and subject to subclause 21.2(c), discuss and agree upon:
- (i) whether the Employee will convert to full-time or part-time employment; and
- (ii) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time

employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph (f), the Employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

21.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another Employer for the purpose of such staff performing work or services for that other Employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another Employer to provide a specified service or services or to produce a specific outcome or result for that other Employer which might otherwise have been carried out by that other Employer's own Employees.
- (b) Any Employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises shall 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 occupational health and safety induction training including the appropriate training required for such Employees to perform their jobs safely;
 - (iii) provide Employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own Employees; and
 - (iv) ensure Employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 21.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

21.4 Disputes Regarding the Application of this Clause

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

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

22. Code of Conduct and Ethics

- 22.1 RMS requires that all SCSs comply with the Code of Conduct and Ethics.
- 22.2 Where a disciplinary matter is alleged, suspected or known to have occurred, the SCS's manager is to take prompt action to:
- (a) Escalate the matter to senior management and/or the General Manager Human Resources as required
- Conduct a fact-finding investigation, if and as required.
- 22.3 Interviews will be conducted to:
- (a) Present facts or alleged facts that could lead to disciplinary action being taken against the SCS(s)
 - (b) Offer an opportunity for the SCS(s) to respond to the allegations or facts; and
 - (c) Gather sufficient facts to enable a decision on whether disciplinary action is appropriate
- 22.4 Disciplinary action may be initiated when SCSs are involved in matters including but not limited to:
- (a) corrupt conduct;
 - (b) misconduct;
 - (c) negligence, inefficiency or incompetence in the discharge of duties, or
 - (d) wilfully disobeying or disregarding any lawful request or direction given in the course of employment by any person having the authority to do so.
- 22.5 RMS Discipline Policy and Discipline Guidelines, should be observed when disciplinary matters arise.
- 22.6 RMS may suspend SCSs from duty with or without pay during disciplinary or criminal actions, as provided for under section 70 of the Government Sector Employment Act 2013.
- 22.7 As a result of a disciplinary breach being proven against SCSs, RMS may choose to impose any one or more of the following sanctions:
- (a) a reprimand and warning;
 - (b) transfer;
 - (c) suspension from duty;
 - (d) termination of service.
- 22.8 If a disciplinary sanction is to be made against a SCS, details of this will be given in writing.

- 22.9 Except in the case of termination of services without notice, SCSs will be given seven calendar days to respond in writing to RMS regarding the sanction proposed or to provide any further relevant information.
- 22.10 Offers of resignation will not be accepted until approved by the Disciplinary Panel if SCSs are likely to be, or currently are the subject of disciplinary action, where the reason for the action is:
- (a) serious misconduct;
 - (b) misappropriation;
 - (c) fraud, or
 - (d) corrupt conduct.
- 22.11 RMS retains the right to refer a disciplinary matter to the relevant external body where RMS has reason to believe it is necessary. This may include but is not limited to:
- (a) the Police;
 - (b) the Independent Commission Against Corruption (ICAC);
 - (c) the Ombudsman;
 - (d) the Commission for Children and Young People
- 22.12 SCSs have the right to appeal any disciplinary action taken against you by RMS before the NSW Industrial Relations Commission.

This clause:

- (a) does not remove RMS's right to summarily dismiss a SCS for gross misconduct or fraud, should the Chief Executive consider such action appropriate.
- (b) must not be construed as requiring the taking of disciplinary proceedings in order that RMS may dispense with the services of an RMS officer or any other Employee of RMS.

23. Leave Reserved

- 23.1 Leave is reserved for the parties to review what is considered a 'reasonable distance' for the purposes of relocation during the life of the Award.

24. No Extra Claims

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

25. Rates of Pay

Category Refer to clause 7, Payment of Wages for the calculation of rates	2.27% Operative from the first full pay period on or after 1 July 2014 (\$/hr)	2.5% Operative from the first full pay period on or after 1 July 2015 (\$/hr)	2.5% Operative from the first full pay period on or after 1 July 2016 (\$/hr)
Base Rate (N)	20.8563	21.3777	21.9121
Permanent SCSs (P)	19.5528	20.0416	20.5426
Additional hours/training (A)	22.5943	23.1592	23.7382
Casual SCSs (C)	25.0276	25.6533	26.2946

I. TABBAA, Commissioner

 Printed by the authority of the Industrial Registrar.

SERVICES NSW (SALARIES AND CONDITIONS) EMPLOYEES AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Service NSW.

(No. IRC 389 of 2015)

Before The Honourable Justice Walton, President

26 June 2015

AWARD

Clause No. Subject Matter

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SCHEDULE A - Service NSW Salaries

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SECTION 1 - APPLICATION AND OPERATION

1. Title

- 1.1 This award shall be known as the Service NSW (Salaries and Conditions) Employees Award 2015.

2. Definitions

- (a) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).
- (b) Award means the Service NSW (Salaries and Conditions) Employees Award,
- (c) Daily rate or rate per day means the rate payable for 24 hours, unless otherwise specified.
- (d) Division Head means the Chief Executive Officer of Service NSW and includes the delegate of the Chief Executive Officer as appropriate.
- (e) "Employee" shall mean a person employed by Service NSW.
- (f) "Employer" shall mean Service NSW under delegation by the Industrial Relations Secretary pursuant to s50 of the Government Sector Employment Act 2013.
- (g) Extended leave means extended (long service) leave to which an employee is entitled under the provisions of Schedule 1 to the Government Sector Employment Regulation 2014, as amended from time to time.
- (h) Headquarters means the centre(s) to which an employee is attached, or from which an employee is required to operate on a long-term basis.
- (i) Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Division Head, which, due to its character or special circumstances, cannot be performed during the employees ordinary hours of duty.

- (j) "Parties" shall mean Service NSW and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).
- (k) Part-time entitlement, unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time role or under a part-time arrangement.
- (l) Public holiday means a day proclaimed under Part 2 of the Public Holidays Act 2010, as a public holiday.
- (m) Service NSW, means the Public Service executive agency known as Service NSW, related to The Treasury, or subsequent Department, established under Schedule 1 Part 2 of the Government Sector Employment Act 2013 (NSW).
- (n) Public Service senior executive (PSSE) means the Chief and Public Service senior executives, employed pursuant to Division 4 of Part 4 of the Government Sector Employment Act 2013.
- (o) Temporary work location means the place at or from which an employee temporarily performs official duty if required to work away from headquarters.

3. Parties to the Award

- 3.1 This Award has been made between Service NSW and Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

4. Area, Incidence and Duration

- 4.1 This Award applies to all employees of Service NSW as defined in Schedule 1, Part 2 of the Government Sector Employment Act 2013.
- 4.2 This Award will come into effect on and from 1 July 2015 and will remain in force for 12 months, and rescinds and replaces the Services NSW (Salaries and Conditions) Employees Award, published 4 July 2014 (376 I.G. 513).

5. Reward & Recognition Management

- 5.1 Service NSW recognises the value to the organisation of rewarding staff commitment and outstanding performance. Service NSW will commit to the development of a reward and recognition system during the term of this Award. This process will be facilitated through the establishment of a reward and recognition working party and agreed terms of reference.
- 5.2 The aims of the Service NSW Reward & Recognition Management system are (consistent with the NSW Government Wages Policy):
 - a) to establish a climate of continuous improvement within Service NSW.
 - b) to match individual objectives with Service NSW objectives and Corporate and Strategic Plans.
 - c) to provide a process that ensures open communication between staff and supervisors about the work they do, how it is done and how contribution is managed, recognised and rewarded.

6. Consultative Mechanism

- 6.1 Service NSW will consult with its employees and the Association where the implementation of significant change is being considered. There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and employees. The consultative provisions are directed toward the development of a relationship of inclusion, involvement and mutual trust between the parties.

Joint Consultative Committee (JCC)

- 6.2 Service NSW, delegates and Association representatives, will meet at least four (4) times per year, via a joint consultative committee process. The Joint Consultative Committee (JCC) will consist of senior Service NSW management representatives, Association representatives and site delegates, as appropriate. This Committee will meet to consult on matters which have organisational wide impact or implications and matters that have been escalated from local consultative committees.

Local Consultative Committees

- 6.3 Local site Consultative Committees will be established at Service NSW workplaces to discuss local issues. The Committees will consist of representatives of local management and employees as well as an Association representative. These Committees will meet to consider local matters.
- 6.4 Local site Consultative Committees will meet where practical and provide updates to and/or refer unresolved matters to the Service NSW JCC.

General Consultative Arrangements

- 6.5 When a change is proposed that will have an impact on the working arrangements of employees, including the introduction of technological change, Service NSW will consult with employees and the Association. Service NSW will provide relevant information about:
- i) The proposed change;
 - ii) Effects on the employees;
 - iii) The rationale for the proposed changes based on business needs; and
 - iv) The proposed time frame and plan for managing the change.
- 6.6 Service NSW will meet with the affected employees and the Association and discuss the effects of the changes on the employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected employees.
- 6.7 The employees(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with the Association, to consider the change and respond to any proposed changes.
- 6.8 Service NSW will genuinely consider all input provided by employees and the Association and provide timely responses to matters raised.

When assessing strategies for managing change, Service NSW may consider a range of options to mitigate the impact on employees including, attrition, voluntary redundancy programs, job redesign, redeployment, training and development, use of leave by agreement and conversion to part-time employment.

- 6.9 Where matters cannot be resolved through the consultative process, any party may utilise the Grievance and Dispute Settling Procedure at Clause 38.

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

7. Service NSW - Classifications and Salaries

Salary rates for the following classifications shall be paid in accordance with Schedule A - Service NSW Salaries.

7.1 Contact Centre

Classification	Minimum Starting Salary		Maximum Salary	
	Grade	Increment	Grade	Increment
Customer Concierge Operator	Grade 2	Year 1	Grade 2	Year 3
Customer Service Representative	Grade 3	Year 1	Grade 4	Year 3
Service Quality Coach	Grade 6	Year 1	Grade 7	Year 3
Team Leader	Grade 6	Year 1	Grade 7	Year 3
Call & Resource Planning Analyst	Grade 6	Year 1	Grade 7	Year 3
Assistant Manager	Grade 8	Year 1	Grade 9	Year 3
Contact Centre Manager				
Small	Grade 9	Year 1	Grade 10	Year 3
Medium	Grade 10	Year 1	Grade 11	Year 3
Large	Grade 11	Year 1	Grade 12	Year 3

7.2 Service Centre

Classification	Minimum Starting Salary		Maximum Salary	
	Grade	Increment	Grade	Increment
Digital Service Representative	Grade 2	Year 1	Grade 3	Year 3
Customer Service Representative	Grade 3	Year 1	Grade 4	Year 3
Concierge	Grade 5	Year 1	Grade 6	Year 3
Service Co-ordinator	Grade 6	Year 1	Grade 6	Year 3
Customer Service Representative Driver Tester - Level 1*	Grade 5	Year 1	Grade 5	Year 1
Customer Service Representative Driver Tester - Level 2*	Grade 5	Year 2	Grade 5	Year 2
Customer Service Representative Driver Tester - Level 3*	Grade 5	Year 3	Grade 5	Year 3
Service Centre Manager				
Small	Grade 7	Year 1	Grade 8	Year 3
Medium	Grade 8	Year 1	Grade 9	Year 3
Large	Grade 9	Year 1	Grade 10	Year 3

Customer Service Representative Driver Testers:

*Appointment to Year 1 is based on the successful completion of Type 1 Driving Instructor Knowledge Test and Type 1 Driving Instructor Driving Test in a manual vehicle.

Progression to Year 2 is subject to the successful completion of relevant training and assessment program/s and Service NSW business requirements.

Progression to Year 3 is subject to the successful completion of relevant training and assessment program/s and application of Heavy Vehicle Knowledge Test and Service NSW business requirements.

Progression within the levels for Driver Tester shall be based on the successful completion of relevant training and application, subject to Service NSW business requirements, of designated Driver Tester skills specified in the progression table below.

Progression Criteria for Customer Service Representative Driver Tester classification

Grade 5 Level 1	Grade 5 Level 2	Grade 5 Level 3
Car Class C	Car Aged Class C	
	Car Driving Instructor Driving Test Class C	
	Heavy Vehicle LR to MR	Heavy Vehicle HR to HC
	Heavy Vehicle Aged LR to MR	Heavy Vehicle Aged HR to HC
	Heavy Vehicle Driving Instructor Driving Test LR to MR	Heavy Vehicle Driving Instructor Driving Test HR to HC
	Short Manual Truck Test (to remove condition B) LR to MR	Short Manual Truck Test (to remove condition B) HR to HC
	Disability Driving Test Class C to MR	Disability Driving Test HR to HC
	Driving Instructor Impart Knowledge Test C to MR	Driving Instructor Impart Knowledge Test HR to HC
	Test Course Design C to MR	Test Court Design HR to HC
	Restricted Journey Aged Tests	
	Motor Cycle	
Explanation of terms: <ul style="list-style-type: none"> • MC - Multi Combination - road train or B-Double • HC - Heavy Combination - heavy articulated vehicle • HR - Heavy Rigid - heavy rigid truck or bus • MR - Medium Rigid - medium rigid truck or bus • LR - Light Rigid - small bus or truck • C - Car 		

8. Forms of Employment

- 8.1 Employees may be engaged as ongoing, temporary or casual, on either a full-time or part-time basis. Ongoing employment is to be the preferred form of employment for Service NSW.
- 8.2 Standard Hours - Full-Time
- A full-time employee is engaged as such, to work seventy (70) hours per fortnight.
- 8.3 Standard Hours - Part-Time
- A part-time employee is engaged as such, to work at least eight (8) hours per fortnight and less than seventy (70) hours per fortnight.
- 8.4 Temporary Service NSW Employee
- A temporary employee is a person engaged for a limited duration, on a full-time or part-time basis.
- 8.5 A person may be employed as a temporary employee in Service NSW:
- a) for the duration of a specified task or project, or
 - b) to carry out the duties of a role that is temporarily vacant, or
 - c) to provide additional temporary assistance in a particular work area, or
 - d) in connection with the secondment or exchange of staff, or
 - e) to undertake a traineeship or cadetship, or

- f) for any other temporary purpose.
- 8.6 The maximum period for which a temporary employee may be engaged is up to four (4) years. The maximum total period of 4 years may, with the approval of the Public Service Commissioner, be extended for an additional period of up to 12 months to a total of five (5) years.
- 8.7 The commencing and finishing times for each day are determined by local management.
- 8.8 The services of a temporary employee will be terminated:
- a) at the end of the period of employment; or
 - b) at any time by local management or the employee giving two (2) weeks' notice, or pay in lieu thereof.
- 8.9 The re-engagement of a temporary employee is subject to approval by the Chief Executive Officer of Service NSW, or their approved delegate.

Appointment of long term temporary employees

- 8.10 A long term temporary employee may, with the approval of the Division Head, be appointed to an ongoing role in Service NSW, if the Division Head has made a recommendation in accordance with this clause, for the appointment of the employee to the role, subject to the following requirements having been satisfied:
- a) Employment as a Service NSW temporary employee falls within a continuous employment period of at least 12 months.
 - b) The temporary employee must, at some stage of the temporary employment period, have been selected to perform duties at a grade that is the same as (or similar to) the grade of the role concerned (whether or not the duties of the role are substantially the same as the duties performed during the temporary employment), and
 - c) The temporary employee was performing duties at that grade following some form of open competition that involved the merit selection of the employee as the person who, in the opinion of the Division Head, had the greatest merit among the candidates concerned,
 - d) The rate of salary or wages proposed to be payable to the holder of the role concerned at the time of appointment must not exceed the maximum rate payable for Service NSW Grade 11.
 - e) The Division Head must be satisfied that ongoing work is available in respect of the employee and the role in Service NSW,
 - f) The Division Head must be satisfied that the employee has the qualifications, experience, standard of work performance and capabilities to enable the employee to perform the duties of the role concerned,
 - g) Appointment under this clause is not subject to probation, unless the Division Head otherwise directs.

8.11 Casual Employee

A casual employee is any employee who works on an hourly basis as required, and is paid as such.

9. Service NSW Probation Period

- 9.1 All new ongoing employees, other than an employee who immediately prior to their employment in Service NSW was employed in the NSW Public Service in an ongoing role, will be subject to a minimum six (6) month probationary period.
- 9.2 Service NSW may extend the probationary period once, by up to three (3) months, to a maximum of nine (9) months.

10. Termination of Employment

- 10.1 Subject to clause 8.8 above, the services of an employee may be terminated by:
- a) resignation, i.e. voluntarily leaving the service of Service NSW
 - b) retirement
 - c) dismissal or
 - d) redundancy
- 10.2 Period of notice
- a) With the exception of casual employees, two (2) weeks' notice of termination of employment by an employee or the employer shall be given and paid, or such further period as agreed by the employee and employer. Service NSW may require the employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.
 - b) Employees over forty-five (45) years of age will be provided with an additional one (1) weeks' notice.
 - c) Notwithstanding anything contained in this clause, Service NSW may dismiss any staff member without notice for serious and wilful misconduct or neglect of duty. In such cases, salary and entitlements will only be paid up to the time of dismissal.
 - d) On termination, employees are required to return all property belonging to Service NSW. Employees may be required to compensate Service NSW for property which is not returned.

11. Spread of Operating Hours

The standard hours of work shall be worked within the spread of operating hours as follows:

- 11.1 Service NSW Service Centres
- a) Monday to Friday 6:30am to 7:30pm
 - b) Saturday 7:30am to 3:30pm
- 11.2 Service NSW Contact Centres
- a) Monday to Saturday 6:30am to 7:30pm
 - b) Sunday work in Service NSW Contact Centres is a Leave Reserved matter at clause 41.
- 11.3 Service NSW Corporate Office
- a) Monday to Friday 6:30am to 7:30pm
- 11.4 In the event that Service NSW employs staff outside of the prescribed spread of operating hours, both parties agree to negotiate new provisions in respect of affected employees.

- 11.5 Local arrangements may be negotiated between the Division Head and the Association, and approved by the Secretary of Treasury, in respect of the whole of Service NSW, or part of Service NSW in respect of matters contained within the Award.

12. Meal Break

- 12.1 No employee shall be required to work more than five (5) consecutive hours without a meal break.
- 12.2 A meal break shall be for a minimum of thirty (30) minutes duration. Local management has discretion to approve meals breaks up to one (1) hour duration.
- 12.3 Meal breaks are unpaid.
- 12.4 Tea Breaks
- a) Employees may take a tea break of up to ten (10) minutes duration at a time convenient to the business needs of Service NSW.
 - b) Time taken for such breaks shall be without interruption to service.

13. Change of Operating Hours Within the Spread of Hours

- 13.1 Any change to the operating hours of a Service Centre or Contact Centre within the spread of hours as set out in clause 11 shall be subject to the General Consultative Arrangements as per Clause 6, inclusive of the following consultative process:
- a) Service NSW shall notify employees in writing of any change to operating hours at least six (6) weeks in advance of the date on which the change is proposed to take place.

14. Ordinary Hours of Work

- 14.1 Full Time Employees
- a) The ordinary hours of work for full-time employees of Service NSW are seventy (70) hours per fortnight (Monday to Saturday), which are to be worked over a two (2) week roster cycle, within the spread of hours in clause 11.
 - b) Full-time employees, in a Service Centre or Contact Centre shall be rostered to work their seventy (70) hours per fortnight in either nine (9) days or ten (10) days, Monday to Saturday in the two (2) week roster cycle, based on the operational needs of Service NSW.
 - c) Full-time Service Centre and Contact Centre employees shall not be required to work more than five (5) consecutive days during the roster cycle.
 - c) Subject to rostering arrangements of this Award, any other change to the days worked or the span of hours will be by agreement between Service NSW and the employee.
 - d) Work undertaken on a Saturday will comprise part of an employee's standard hours of work over a two (2) week roster cycle. Employees shall not be required to work more than one (1) Saturday in two (2) except by way of mutual agreement.
 - e) Work undertaken on a Saturday will be subject to the payment of a 50% loading, under clause 16.2.
 - f) The minimum hours to be rostered for work by employees on a Saturday shall be four (4).
- 14.2 Part Time Employees

- a) Part-time work may be undertaken with the agreement of Service NSW.
- b) Unless otherwise specified in the award, part-time employees receive full time entitlements on a pro rata basis calculated according to the number of hours an employee works.
- c) A part-time employee is to work agreed contract hours, less than full-time hours. The part time contract hours are to reflect the regular and systematic hours worked by the part-time employee.
- d) Part-time employees can agree to work additional ordinary hours of duty, at ordinary rates of pay up to thirty-five (35) hours per week. Additional ordinary hours worked will accrue for the purpose of leave, on a pro-rata basis.
- e) Part-time work may be undertaken within the spread of hours, as set out in clause 11 - Spread of Operating Hours.
- f) The hours of work shall be recorded in writing between the employee and Service NSW and advised to the employee in advance in accordance with clause 11 - Spread of Operating Hours.
- g) The minimum hours to be worked by part-time employees on any rostered days, including Saturdays shall be four (4), however a part-time employee retains the right to elect a minimum of three (3) hours.
- h) Part-time employees shall not be required to work more than five (5) consecutive days in any fortnight roster cycle, except by way of mutual agreement.
- i) Part-time employees shall not be required to work more than one (1) Saturday in two (2) except by way of mutual agreement.
- j) Part-time employees will be rostered for specified days, and specified minimum hours per week within the specified spread of hours. Service NSW can change the hours rostered within the specified span by giving four (4) weeks' notice and consulting with affected employees, taking into consideration any direct impact on personal responsibilities and/or individual circumstances. For the purposes of this paragraph, the specified spread of hours shall mean the band of ordinary hours of work that the part-time employee has agreed to work.
- k) Subject to clause 15 - Rosters, any other change to the days worked or the spread of hours will be subject to prior agreement with and written approval by Service NSW.

14.3 Casual Employees

- a) Casual employees shall be engaged as such and work on an hourly basis for a minimum of four (4) hours per engagement, within the spread of hours as set out in clause 11. However a casual employee retains the right to elect a minimum of three (3) hours.
- b) Casual employees shall not be required to work more than five (5) consecutive days under any contract of employment, except by way of mutual agreement.
- c) Casual employees shall be paid the Monday to Friday ordinary hourly rate of pay for the classification in which they are employed, multiplied by 1.17, subject to clause 16.3.
- d) The loading specified above recognises the casual nature of the employment and compensates the employee for all leave (other than Long Service Leave), and all other incidence of employment, except overtime.

15. Rosters

- 15.1 Rosters will be based on fortnightly periods and published four (4) weeks in advance. Rosters will be made accessible to employees.

- 15.2 In the event of an emergency, the hours of work and/or rostered starting and/or finishing times on any one day may be changed by way of mutual agreement.
- 15.3 Where less than seven (7) days notice is given by Service NSW of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- 15.4 Mutual exchanges of rostered days between employees shall be subject to prior agreement of Service NSW.
- 15.5 Where employees are rostered in such a way that the days on which they are rostered to work fluctuates from week to week, an employee rostered off work on a public holiday being a day on which the employee usually works, may elect to be paid by one of the following methods, subject to mutual agreement from Service NSW:
- a) payment of an additional day's salary; or
 - b) addition of one day to the employee's annual holidays; or
 - c) an alternate day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.
- Provided that for this clause "day" is the number of hours the employee would have worked were the employee rostered on that day.
- 15.6 Service NSW can, on up to three (3) Saturdays each calendar year, require employees to attend a training session within the spread of hours as set out in clause 11. The time spent on training will be adjusted as part of the employee's ordinary hours. The employee will be rostered off for one equivalent block of hours during that roster cycle or during either of the next two roster cycles.
- 15.7 Service NSW employees who are rostered free of duty on a public holiday due to working 9 days, Monday to Saturday in the two (2) week roster cycle under clause 14.1 b) of the Award, are entitled to the provisions of clause 15.5 above.

16. Loadings for Certain Ordinary Hours

- 16.1 Payment for all hours worked within the spread of operating hours Monday to Friday, shall be at the ordinary hourly salary rate.
- 16.2 For full-time and part-time employees, in Contact Centres and Service Centres, payment for all hours of duty on Saturday shall be at the ordinary hourly salary rate plus fifty (50) per cent.
- 16.3 For casual employees, the payment for all hours of duty on Saturday shall be 1.66 times the Monday to Friday ordinary hourly rate for the first level of the classification in which they are employed.
- 16.4 Where part-time employees work in excess of the rostered hours for a day and within the spread of operating hours of duty as set out in clause 11, Monday to Friday, payment for time worked in excess of the rostered hours shall be made at the ordinary hourly rate.
- 16.5 Where part-time employees are required to work in excess of the rostered hours on a Saturday, but within the spread of operating hours of duty for Saturday as set out in clause 11, a loading of fifty (50) per cent as prescribed in clause 16.2 of this Part shall apply.

17. Overtime

- 17.1 Full-time employees shall be paid overtime for all time worked:
- a) outside the spread of operating hours of duty as set out in clause 11 - Spread of Operating Hours, for which they are rostered.

- b) before or after the daily ordinary hours of duty set out in the roster described in the provisions of clause 15 - Rosters, and worked within the spread of hours of duty as set out in clause 11 - Spread of Operating Hours.

17.2 Part-time employees and casual employees shall be paid for time worked in excess of the full-time hours of the classification, or outside the spread of operating hours of duty as set out in clause 11, at the appropriate overtime rate.

17.3 Where employees are rostered on six (6) consecutive days, work within the spread of operating hours of duty on the sixth day shall be paid at the overtime rate, and does not include loading in accordance with clause 16 - Loadings for Certain Ordinary Hours.

Overtime in General

17.4 Service NSW may require an employee to work reasonable overtime, payable at overtime rates.

17.5 An employee may refuse to work overtime in circumstances where the working of overtime would result in the employee working hours which are unreasonable. For the purposes of this paragraph, what is unreasonable or otherwise will be determined by having regard to:

- a) any risk to the employee's 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 Service NSW regarding the working of overtime, and by the employee of their intention to refuse the working of overtime; or
- e) any other relevant matter.

Payment for Overtime

17.6 Payment for overtime shall be made only where the employee works directed overtime.

17.7 Overtime is not payable for time spent travelling.

17.8 Payment for overtime to employees shall be made at the following rates:

- a) For all time worked before the usual commencing time and after the usual ceasing time, Monday to Friday, at the rate of time and one-half for the first two (2) hours and double time thereafter.
- b) For all overtime worked on Saturdays, at the rate of time and one-half for the first two (2) hours and double time thereafter.
- c) For all time worked on public holidays at the rate of double time and one-half.
- d) An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment for three (3) hours work at the appropriate overtime rates.
- e) An employee who is called out for emergency duty other than on days provided in paragraph (e) of this clause, shall be paid a minimum payment of three (3) hours work at overtime rates, provided that the hours paid for do not overlap with the employee's normal hours of duty.
- f) An employee whose salary exceeds the maximum rate for Service NSW Grade 9, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Service NSW Grade 9, unless the Division Head approves payment for directed overtime at the employees appointed grade.

Calculation of Hourly Rate for Overtime

17.9 For the purpose of calculating the hourly rate, the following formula shall be used:

$$\text{Annual Salary} \quad \times \quad \frac{7}{365.25} \quad \times \quad \frac{1}{35}$$

Election to Take Leave in Lieu of Overtime

17.10 An employee who works overtime on a Saturday, Sunday or Public Holiday may within two (2) working days following such work, elect to take leave in lieu of payment for all or part of the employee's entitlement in respect of the overtime worked, as calculated in accordance with clauses 17.8 and 17.9 of this clause. Provided that:

- a) Leave in lieu of payment shall be taken at a convenient time, by way of mutual agreement .
- b) Such leave in lieu shall accrue and be taken in rostered shift lengths only.
- c) The maximum period of leave in lieu that may be allowed in respect of any one period of overtime worked shall be one (1) seven (7) hour day.
- d) Leave in lieu shall be taken within three (3) months of the date of election, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an employee may elect to have such leave in lieu added to annual leave credits.
- e) An employee shall be entitled to payment for the balance of any entitlements not taken as leave in lieu.

Meal Allowance - Overtime

17.11 Employees directed to work overtime for an hour and a half or more immediately after their finishing time, without being given twenty-four (24) hours notice beforehand of the requirement to work overtime, will either be supplied with a meal by Service NSW, or be paid the amount as set out at Item 4 of Schedule B for the first and for each subsequent meal occurring every four (4) hours thereafter.

17.12 Where the allowance payable under paragraph 17.11 above is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, Service NSW shall approve payment of actual expenses incurred by the employee.

18. Public Holidays

18.1 Unless directed to attend for duty by Service NSW, an employee is entitled to be absent from duty without loss of pay on any day which is:

- a) A day proclaimed under Part 2 of the Public Holidays Act 2010, as a public holiday; and
- b) A day between Boxing Day and New Year's Day, determined by the appropriate Division Head as a Public Service Holiday.

SECTION 3 - TRAVEL ARRANGEMENTS

19. Travelling Compensation

19.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by Service NSW.

19.2 This clause applies to employees who:

- a) are required to proceed on duty away from their normal headquarters;
- b) cannot return to their normal headquarters on the day of departure; and
- c) do not permanently change their headquarters.

This clause does not apply to employees who are on an employee initiated secondment, for the initial travel to and from the new location.

- 19.3 The Division Head shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 19.4 Service NSW will apply the rates as set at Schedule B, Rates - Allowances, for the following allowances:
- a) Travel allowances (involving overnight stay).
 - b) Meal allowances (not requiring overnight accommodation).
- 19.5 Payment of any actual expenses shall be subject to the production of receipts.

Accommodation Arrangements

- 19.6 An employee, required by Service NSW to work from a temporary location shall be paid the appropriate rate of allowance for accommodation and meal expenses (if not provided by Service NSW) and incidental expenses, as per Schedule B, Rates - Allowances.
- 19.7 Service NSW will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause.
- 19.8 Employees shall obtain prior approval before making their own arrangements for overnight accommodation.
- 19.9 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business shall be the middle of the range standard, referred to generally as three (3) star or three (3) diamond standard of accommodation.
- 19.10 The need to obtain overnight accommodation shall be determined by Service NSW, having regard to the safety of the employee travelling on official business and local conditions applicable in the area.
- 19.11 Where employees are required to attend conferences or seminars which involve evening sessions, or employees are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by Service NSW.
- 19.12 Employees who are required to stay in overnight accommodation will receive the rates for that region as set at Schedule B, Rates - Allowances.
- 19.13 For the first thirty-five (35) days, the payment shall be:
- a) Where Service NSW elects to pay the accommodation provider, the employee shall receive:
 - i). The appropriate meal allowance as set at Item 1 of Schedule B, Rates - Allowances, and
 - ii). Incidentals as set at Item 3 of Schedule B, Rates - Allowances
 - iii). Actual meal expenses properly and reasonably incurred, for any residual part day travel

- b) Where Service NSW elects not to pay the accommodation provider, the employee shall receive either:
- i). The appropriate rate of allowance as set at Item 2 of Schedule B, Rates - Allowances, and actual meal expenses properly and reasonably incurred, for any residual part day travel, or
 - ii). In lieu of subparagraph (i) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business, together with an incidentals expenses allowance set out in Item 3 of Schedule B, Rates - Allowances.

19.14 The allowance will be reduced to 50% of the relevant rate for employees who remain in a region for more than 35 days and up to a period of six (6) months.

Excess Travelling Time

19.15 An employee directed to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Division Heads discretion, be compensated for such time either by:

- (a) Payment for travelling time, at the employee's ordinary rate of pay on an hourly basis, shall be calculated as follows:

$$\text{Annual Salary} \quad \times \quad \frac{5}{260.89} \quad \times \quad \frac{1}{\text{Normal Hours of Work}}$$

- (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
- (c) Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the employee's manager.

19.16 Provided that the period for which excess travelling time compensation is being sought is more than half an hour on any one day, compensation in respect of excess travelling time payable, is subject to the following conditions:

Travel on a Non-Working day

19.17 Where travel is on a non-working day, excess travelling time is payable for all time spent travelling on official business, after 7:30 am and before 11.00 pm.

Travel on a Working day

19.18 Where travel is on a working day, excess travelling time is payable for all time spent in travelling on official business, before the normal commencing time or after the normal ceasing time, subject to the following conditions:

- (a) the time normally taken for the periodic journey from home to headquarters and return is deducted from the employee's travelling time (except on a non-working day);
- (b) periods of less than a quarter of an hour on any day shall be disregarded;
- (c) travelling time shall not include any period of travel between 11.00 pm on any one day and 7.30am on the following day, where Employees have travelled overnight and accommodation has been provided for them;
- (d) travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport and the most practical available route;

- (e) travelling time shall not include time spent in travelling on permanent transfer where the transfer involves promotion, which carries increased salary or where the transfer is for disciplinary reasons, or where the transfer is made at the employee's request;
- (f) travelling time shall not include any overseas travel.

Waiting Time

- 19.19 When an employee travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or to headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time.

Excess Travelling Time - General

- 19.20 The rate of payment for excess travel or waiting time on a non-working day, shall be the same as that applying to a working day.
- 19.21 The hours of excess travel shall not be regarded as work time for the purposes of leave and other entitlements found in this Award.
- 19.22 No payment shall be made under this clause, unless Service NSW is satisfied that excess travel or waiting time was directed or approved.
- 19.23 Employees that are in receipt of a salary in excess of the rate applicable to the maximum rate for Service NSW Grade 7, shall be paid travelling time calculated at the maximum rate for Service NSW Grade 7, as adjusted from time to time.
- 19.24 When an employee stops on a journey to take a meal, the time spent in taking the meal does not count for travelling compensation.
- 19.25 The maximum amount of compensatory leave or ordinary time payment which shall be granted in any period of twenty-four (24) consecutive hours is eight (8) hours.
- 19.26 The decision as to whether an employee is to receive leave or payment for travel time is the prerogative of the functional manager.

SECTION 4 - ALLOWANCES AND OTHER MATTERS

20. Community Language Allowance Scheme "CLAS"

- 20.1 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 staff members are not:
- a) Employed as interpreters and translators; but are
 - b) Employed in those roles as acknowledged in writing by the Division Head of Service NSW,
- shall be paid an allowance as specified in Schedule B, Rates - Allowances, subject to subclauses 20.2 and 20.3 of this clause.
- 20.2 The base level of the CLAS is paid to employees who:
- a) are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and

- b) have passed an examination administered by Multicultural NSW, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- 20.3 The higher level of CLAS is paid to employees who meet the requirements for the base level of payment and:
- a) are regularly required to meet high levels of customer demand involving a regular pattern of usage of the employees language skills, as determined by the Division Head; or
 - b) have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

21. First Aid Allowance

- 21.1 Where Service NSW designates an employee who is qualified, as specified in item 6 of Schedule B, to be available to provide First Aid duties and responsibilities, they shall be paid a First Aid Allowance appropriate to the qualifications held during any period they are so designated.
- 21.2 The First Aid Allowance shall not be paid during leave of one (1) week or more
- 21.3 When the First Aid Officer is absent on leave for one (1) week or more and another qualified employee is selected to relieve in the First Aid Officer's role, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 21.4 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet the needs of Service NSW, as well as the cost of retraining First Aid Officers, are to be met by Service NSW.

22. Allowance for Living in a Remote Area

- 22.1 Employees stationed and living in a remote area, will be paid applicable allowances, as provided by the Crown Employees (Public Service Conditions of Employment) Award 2009.
- 22.2 This includes Allowance(s) for Living in a Remote Area and Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave.

23. Allowances and Compensation for Transferred Employees

- 23.1 Service NSW will provide reimbursement towards expenses and allowances of employees assigned to work in a new location which, by necessity of that assignment, requires the employee to leave their existing residence and seek or take up a new residence.
- 23.2 Eligible employees of Service NSW who satisfy the definition of transferred employee under the Crown Employees (Transferred Employees Compensation) Award 2009, will be paid applicable allowances and compensation, as provided by the Award.

Transferred Employee

- 23.3 A transferred employee means an ongoing employee of Service NSW who has been transferred at the initiative of Service NSW to a new location and who, as a consequence, finds it necessary to leave their existing residence and seek, or take up a new residence.
- 23.4 A transferred employee does not include a staff member of Service NSW transferred:
- a) at their own request; or
 - b) who has applied for a role and obtained it through a merit selection process; or

- c) under an arrangement between employees to exchange role; or
 - d) who can reasonably commute to the new location; or
 - e) where the old location and the new location are part of the Metropolitan area, i.e. 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; or
 - f) on account of any misconduct
- unless the Division Head otherwise approves.

24. Association Delegates, Access and Activities

- 24.1 Service NSW acknowledges that Association delegates represent and speak on behalf of members in the workplace. See subclause 27.4 of clause 27 Special Leave with respect to Association (Trade Union) Activities regarded as Special Leave.

Activities Regarded as on Duty

- 24.2 Accordingly, Service NSW will allow Association delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
- (i) represent members in bargaining;
 - (ii) represent the interests of members to Service NSW;
 - (iii) consult with members and other Employees for whom the delegate is a representative; and
 - (iv) Communicate and place Association information on a workplace noticeboard in a readily accessible and visible location.

- 24.3 Association delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with management or disciplinary or grievance meetings where an Association member requires the presence of a delegate, where operational requirements allow the taking of such time.

Travelling and Other Costs of Association Delegates

- 24.4 Where a workplace meeting is called by and with management, including joint consultative committee meetings or meetings under the Grievance and Dispute Settling Procedure, Association delegates that attend will be paid by Service NSW any travel and/or accommodation costs necessarily and reasonably incurred, as per clause 19 - Travelling Compensation.
- 24.5 All other travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.

Notice in respect of Delegate and/or Association Activities

- 24.6 Service NSW must be notified in writing by the Association or, where appropriate, by the Association delegate as soon as the date and/or time of conferences or meetings for Association activities regarded as on duty, Association activities regarded as special leave and accredited Association training courses, is known.
- 24.7 Delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure.

- 24.8 Any payment to an employee as a result of performing duties or taking leave in accordance with this clause will be paid at ordinary time rates.
- 24.9 If a delegate undertakes duties in accordance with this clause while on leave, Service NSW will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.

Union Delegates' access to the Employer's facilities

- 24.10 Service NSW will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of carrying out work as an Association delegate and consulting/meeting and communicating with workplace colleagues in accordance with this provision.
- 24.11 Service NSW shall provide a notice board for the display of authorised material in each workplace in a readily accessible and visible location.

Deduction of Association Membership Fees

- 24.12 At the employee's election, Service NSW shall provide for the employee's Association membership fees to be deducted from the employee's pay and ensure that such fees are transmitted to the Association at regular intervals.

SECTION 5 - LEAVE

25. Leave Provisions

25.1 General Provisions:

- a) All leave shall be debited on the basis of the number of contract hours rostered on the day(s) on which the leave is taken.
- b) When an employee has been granted leave without pay covering a total period of absence from duty of not more than two (2) weeks, payment shall be made at ordinary rates for public holidays occurring during such absence, provided that such public holidays fall on days which would normally be working days.
- c) Where an employee who is eligible for sick leave produces a satisfactory medical certificate to the effect that they have been incapacitated for any period whilst on recreation leave, or five (5) consecutive working days or more whilst on extended leave, they may be re-credited with an equivalent period of recreation leave or extended leave, as the case may be, to the extent of the sick leave taken. Provided that the foregoing provision may be applied to extended leave taken prior to retirement but not to such leave taken prior to resignation or termination of services or to recreation leave taken prior to retirement, resignation or termination of services.
- d) For the purposes of this clause, periods of absence other than leave of absence approved by Service NSW shall not be regarded as service.
- e) Except for leave without pay taken as part of leave for maternity purposes, the leave of absence expressed in these clauses shall be on the basis of a five-day working week.

26. Notification of Absence from Duty

- 26.1 An employee must not be absent from work unless reasonable cause is shown.
- 26.2 If an employee is to be absent from duty because of illness or other emergency, the employee shall notify the supervisor as soon as possible of the employee's absence and the reason for the absence.

26.3 If an employee is to be absent from duty, other than on authorised leave, the employee must notify their supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.

26.4 In circumstances where either:

- a) An employee is absent from duty without authorised leave; or
- b) Is deemed to be absent from duty without authorised leave because such an employee failed to provide a satisfactory explanation to management:

The employee shall be regarded as absent from duty without authorised leave and the Division Head shall deduct from the pay of the employee the amount equivalent to the period of the absence.

26.5 Leave can be debited in hours and shall be rounded to the nearest quarter hour.

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

27. Special Leave

- a) Further to the Family and Community Service Leave provisions of this Award, special leave may be granted by Service NSW having regard to the relevant circumstances for which the leave is required, together with the length of service of the employee.
- b) Special leave may be granted to employees by the Division Head for purposes that are subject to the conditions specified in clause 6-18 of the NSW Government Personnel Handbook, at the time the leave is taken.

Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

27.1 Jury Duty

- a) An employee shall, as soon as possible, notify Service NSW of any jury summons served on the Employee.
- b) An employee who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty, provide Service NSW with a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee and the details of any payments made to the staff member under section 72 of the Jury Act 1977 in respect of any such period.
- c) When a certificate of attendance is received in respect of any period during which a staff member was required to be on duty, Service NSW shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, Service NSW shall grant, at the election of the employee, available recreation leave on full pay, flex leave or leave without pay.

27.2 Witness at Court - Official Capacity

- a) When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity shall be paid by Service NSW.

27.3 Witness at Court - Other than in an Official Capacity - Crown Witness

- a) An employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the employee chooses to retain the fees paid, leave such as leave without pay, or annual leave must be taken.
- b) An employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as leave without pay or annual leave.
- c) Association Witness - An employee called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by Service NSW for the required period.

27.4 Association (Trade Union) Activities regarded as Special Leave

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

- a) Annual or biennial conferences of the Association;
- b) Meetings of the Associations Executive, Committee of Management or Councils;
- c) Annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- d) Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- e) Attendance at meetings called by the Secretary, as the employer for industrial purposes, as and when required;
- f) Giving evidence before an Industrial Tribunal as a witness for the Association;
- g) Reasonable travelling time to and from conferences or meetings for Association activities regarded as on duty, Association activities regarded as special leave and accredited Association training courses.

Training Courses
- h) Employees who are members of the Association will be granted special leave with pay up to twelve (12) working days in any period of two (2) years to attend training courses endorsed by the Association, Unions NSW or the Australian Council of Trade Unions (ACTU), subject to:
 - i). the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - ii). all travelling expenses being met by the Employee or the Association;
 - iii). attendance being confirmed in writing by the Association or a nominated training provider.

27.5 NAIDOC Day

- a) Aboriginal and Torres Strait Islander Employees shall be granted up to one (1) day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations.
- b) Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides their supervisor with reasonable notice.

27.6 Emergency Services

- a) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
- b) For any other emergency other than a declared emergency, employees are entitled to a maximum of five (5) days Special Leave per year. Proof of attendance at the emergency is required.
- c) Where an employee is required to attend a course approved by the Rural Fire Service, the employee will be granted up to ten (10) days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
- d) Where an employee is required to attend a course required by the State Emergency Services (SES), the employee will be granted Special Leave for the duration of the course, provided the SES advises Service NSW that the staff member is required to attend.
- e) Employees are entitled to take an additional one (1) day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.

27.7 Special Leave - Other Purposes

Special leave on full pay may be granted to employees for such other purposes, subject to the conditions specified in clause 6-18 the Personnel Handbook at the time the leave is taken.

28. Recreation Leave

- a) Paid recreation leave for full time employees and recreation leave for employees working part time accrues at the rate of twenty (20) working days per annum. Employees working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- b) Recreation leave accrues from day to day.

Limits on Accumulation and Direction to Take Leave
- c) At least two (2) consecutive weeks of recreation leave shall be taken by an employee every twelve (12) months, except by agreement with the Division Head in special circumstances.
- d) Where the operational requirements permit, the application for leave shall be dealt with by the Division Head according to the wishes of the employee.
- e) The Division Head shall notify the employee in writing when accrued recreation leave reaches thirty (30) days or its hourly equivalent and at the same time may direct an employee to take at least ten (10) days recreation leave within three (3) months of the notification, at a time convenient to Service NSW.
- f) The Division Head shall notify the employee in writing when accrued recreation leave reaches forty (40) days or its hourly equivalent and direct the employee to take at least ten (10) days recreation leave within six (6) weeks (or any other such mutually convenient time) of the notification.
- g) Service NSW will make all reasonable attempts to stage reductions in employee leave accruals to a maximum of forty (40) days by 30 June 2013, thirty-five (35) days by 30 June 2014 and thirty (30) days or less by 30 June 2015.

Miscellaneous

- h) Recreation leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- i) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay, recreation leave taken on half pay, or maternity leave taken on half pay.
- j) Additional recreation leave including leave loading, at the rate of five (5) days per year, accrues to an employee, who is stationed indefinitely in a remote area of the State as defined and provided by the Crown Employees (Public Service Conditions of Employment) Award 2009.

Recreation Leave Loading

- k) An employee employed by Service NSW, is entitled to be paid recreation leave loading of 17½% on the monetary value of up to four (4) weeks recreation leave accrued in a leave year, capped at the maximum salary of SNSW 11.
- l) For the calculation of the recreation leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- m) Payment of the recreation leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
 - (i) The full entitlement to the loading on recreation leave that an Employee has accrued over the previous leave year will be paid on the first occasion after 1 December in any year an employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is recreation leave.
 - (ii) The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
 - (iii) In the event of no such absence occurring by 30 November of the following year, an employee will be paid the monetary value of the recreation leave loading payable on leave accrued as at 30 November of the previous leave year in a pay following 30 November.
 - (iv) On cessation of employment, other than termination by the employer for misconduct, an employee who has not taken recreation leave qualifying them for payment of the recreation leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

Maximum Loading

- n) The recreation leave loading payable shall not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary of SNSW 11.

29. Family and Community Service Leave

- a) Employees will be granted paid Family and Community Service Leave (FACS) for unplanned or emergency family responsibility reasons, in accordance with this clause.
- b) FACS will be granted:
 - (i) for reasons related to responsibilities for a Family Member ;
 - (ii) for reasons related to the death of a Family Member or relative;
 - (iii) for reasons related to performance of community service; or
 - (iv) in case of pressing necessity, natural disaster or major transport disruption.

- c) The maximum amount of FACS that an employee will be granted at ordinary rates is:
 - (i) two and a half days in the first twelve (12) months of service;
 - (ii) two and a half days in the second year of service; and
 - (iii) one day for each completed year of service thereafter, less the total amount of any FACS already taken by the employee,
- d) The definition of "family" or "relative" in this clause is the same as that provided in paragraph 31(g) of this Award - Carer's Leave.
- e) Employees who have exhausted their entitlements to FACS may be granted additional FACS up to two (2) days to cover the period necessary to arrange or attend the funeral of a family member or relative as contained in (d). Additional FACS will be granted on a discrete 'per occasion' basis.
- f) Employees working part time shall accrue FACS leave on a pro rata basis, which will be determined on the average weekly hours worked.
- g) Employees appointed to Service NSW who have had immediate previous employment in the NSW Government Service may transfer their FACS leave from their previous employer.

30. Parental Leave

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

30.1 Maternity Leave (General)

- a) Maternity leave is available to all female employees (including casual employees who have worked on a regular and systematic basis with Service NSW for at least twelve (12) months), to enable them to take care of their new born child and retain their role and return to work within a reasonable period of time after they have given birth.
- b) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- c) An employee who has applied for or been granted maternity leave and whose pregnancy terminates, must, as soon as practicable, notify Service NSW of the termination and the date on which it occurred.
- d) Where an employee is on one form of leave and her child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

30.2 Paid Maternity Leave

Ongoing and temporary employees who have completed at least forty (40) weeks continuous service prior to the expected date of birth are entitled to paid maternity leave at their ordinary rate of pay for:

- a) up to fourteen (14) weeks, or
- b) the period of maternity leave taken,
whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

30.3 Unpaid Maternity Leave

- a) Pregnant employees are entitled to maternity leave:

- (i) on a full-time basis for a period of not more than nine (9) weeks prior to giving birth; and
 - (ii) for a further period ending not more than twelve (12) months after the date of giving birth.
- b) Employees who have been granted maternity leave may, with the permission of Service NSW, take leave after the date of birth:
- (i) full-time for a period not exceeding twelve (12) months; or
 - (ii) part-time for a period not exceeding two (2) years; or
 - (iii) partly full-time and partly part-time over a proportionate period of up to two (2) years.
- c) Service NSW shall not fail to re-engage a regular casual employee (see section 53(2) of the Industrial Relations Act 1996) because:
- (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on maternity leave.

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

30.4 Adoption Leave (General)

- a) Employees are entitled to adoption leave (including casual employees who have worked on a regular and systematic basis with Service NSW for at least twelve (12) months) when they are to be the primary care giver of an adopted child.
- b) Adoption leave commences on the date that the employee 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.
- c) Adoption leave may be granted as either paid or unpaid.

30.4.1 Paid Adoption Leave

Ongoing and temporary employees who have completed at least forty (40) weeks continuous service prior to the commencement of adoption leave are entitled to be paid at their ordinary rate of pay for:

- a) up to fourteen (14) weeks, or
 - b) the period of adoption leave taken,
- whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

30.4.2 Unpaid Adoption Leave

- a) Employees are entitled to adoption leave for:
 - (i) a maximum period of twelve (12) months where the child has not commenced school; or
 - (ii) a period as Service NSW determines, up to a maximum of twelve (12) months if the child has commenced school.

- b) Employees who have been granted adoption leave may also, with the permission of Service NSW, take leave:
 - (i) part-time for a period not exceeding two (2) years; or
 - (ii) partly full-time and partly part-time over a proportionate period of up to two (2) years.

Service NSW shall not fail to re-engage a regular casual employee (see section 53(2) of the Industrial Relations Act 1996) because the employee is or has been immediately absent on adoption leave. The rights of Service NSW in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

30.5 Other Parent Leave - General

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

- a) Short other parent leave - an unbroken period of up to eight (8) weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- b) Extended other parent leave - for a period not exceeding twelve (12) months, less any short other parental leave already taken by the staff member. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- c) Other Parent Leave is granted without pay, except as provided in clause 30.5.1 of this Award.

30.5.1 Paid Other Parental Leave

- a) Ongoing and temporary employees who have completed at least forty (40) weeks continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:
 - (i) One (1) week on full pay, or
 - (ii) Two (2) weeks on half pay.
- b) The period of paid leave does not extend the current entitlement of up to twelve (12) months leave, but is part of it.

30.5.2 Taking Of Parental Leave

Employees who have been granted parental leave may, with the permission of Service NSW, also take leave:

- a) part-time over a period not exceeding two (2) years; or
- b) partly full-time and partly part-time over a proportionate period of up to two (2) years.

30.5.3 Casual Employees

Service NSW shall not fail to re-engage a regular casual employee (see section 53(2) of the Industrial Relations Act 1996) because the employee is or has been immediately absent on parental leave. The rights of Service NSW in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

30.6 Communication During Maternity, Adoption and Other Parent Leave

- a) Where an employee is on maternity, adoption or other parent leave and a definite decision has been made to introduce significant change at the workplace, Service NSW 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 role the employee held before commencing maternity, adoption or parental leave; and
 - ii. Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing maternity, adoption or parental leave.
- b) The employee shall take reasonable steps to inform Service NSW about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or other parent leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- c) The employee shall also notify Service NSW of changes of address or other contact details which might affect Service NSW's capacity to comply with subclause (a) of this Part.

30.7 Rights of Request During Maternity, Adoption Or Other Parent Leave

- a) An employee entitled to maternity, adoption or other parent leave may request that Service NSW allow the employee:
 - i. To extend the period of unpaid maternity, adoption or other parent leave for a further continuous period of leave not exceeding twelve (12) months;
 - ii. To return from a period of maternity, adoption or other parent leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
- b) Service NSW 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 Service NSW business. Such grounds might include cost, lack of adequate replacement employees, loss of efficiency and the impact on customer service.
- c) The employee's request and Service NSW's decision is to be in writing.

The employee's request and Service NSW's decision made under subclause (a) of this Part must be recorded in writing.

Request to return to work part-time.

Where an employee wishes to make a request under paragraph (ii) of subclause (a) of this Part, such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

30.8 Resumption of Duty After Maternity, Adoption Or Other Parent Leave

Employees who return to work immediately after the expiration of maternity, adoption or other parent leave, are entitled to be placed in:

- a) The role they held immediately prior to the taking of leave, if the role still exists; or

- b) Another role for which they are qualified and meet the capability requirements for the role, subject to availability, if the role they held immediately prior to the taking of leave no longer exists.

31. Carer's Leave

General

- a) Employees may be able to elect to use available paid sick leave, subject to the conditions specified in this clause, to provide care and support when a family member is ill.
- b) Employees will be entitled to Carer's Leave when:
 - (i) their entitlements to Family and Community Service Leave are exhausted; and
 - (ii) they are responsible for the care and support of a category of person set in clause (g) of this Part.
- c) Carer's leave is only available for employees to provide such care and support for people mentioned in clause (g) of this Part, where such a family member is ill.

Taking Of Carer's Leave

- d) Sick leave will initially be taken from the current year's entitlement, followed by the sick leave accumulated over the previous three (3) years.
- e) In special circumstances, Service NSW may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- f) If required by Service NSW, employees must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

Categories of People for Which Carer's Leave can be Obtained

- g) Employees will be entitled to Carer's Leave to provide care and support of their ill:
 - (i) spouse;
 - (ii) defacto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
 - (iii) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
 - (iv) parent (including a foster parent or legal guardian);
 - (v) grandparent or grandchild;
 - (vi) sibling (including the sibling of a spouse or de facto spouse);
 - (vii) same sex partner who they live with as a de facto partner on a bona fide domestic basis; or
 - (viii) relative who is a member of the same household where, for the purposes of this definition -
 - (ix) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (x) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (xi) 'household' means a family group living in the same domestic dwelling.

Other forms of leave and carer's responsibilities

- h) An employee may elect, with the agreement of Service NSW, to take recreation leave, or other paid leave to credit, for the purpose of assisting with Carer's Responsibilities, at any time within a period of twenty-four (24) months from the date at which it falls due.

32. Extended Leave

- a) Employees are entitled to extended leave in accordance with extended leave entitlements contained in Schedule 1 of the Government Sector Employment Regulation 2014.
- b) All previous full-time and part-time NSW Government Service, is to be taken into account as service when determining the appropriate rate of accrual of extended leave for employees employed on a full-time or part-time basis with Service NSW. Permanent NSW Government Service will be recognised by Service NSW in accordance with provisions of Schedule 2 of the Government Sector Employment Regulation 2014.
- c) Nothing in paragraph (b) entitles an employee to payment for previous service recognised where the accrual for that service has previously been taken as leave or paid out on termination.

33. Sick Leave

- a) An Employee is entitled to take paid accrued sick leave in accordance with this clause.
- b) Sick leave on full pay accrues day by day to an employee at the rate of fifteen (15) days per annum, and any such accrued leave, which is not taken, is cumulative. Employees working part time shall accrue Sick Leave on a pro rata basis, which will be determined on the average weekly hours worked.
- c) During the first four (4) months of employment, an employee can access up to five (5) days paid sick leave even though that leave has not yet accrued.
- d) Employees are required to provide medical certificates or other evidence when sick leave exceeds two (2) consecutive days.
- e) Subject to any restrictions imposed as a result of unsatisfactory attendance, employees are entitled to take five (5) single days of total sick leave per annum as uncertified absences, after which all leave requires a medical certificate or other evidence supporting a sick leave absence.
- f) Sick leave without pay shall count as service for the accrual of paid sick leave and recreation leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- g) All continuous service as an employee in the NSW Government Service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW Government Service is not continuous, previous periods of Government Service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.

Additional Special Sick Leave

- h) An additional period of sick leave may be granted in accordance with provisions contained in clause 6-17.12.1 'Special Sick Leave' of the NSW Government Personnel Handbook.

34. Leave for Matters Arising from Domestic Violence

- a) Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.
- b) Leave entitlements provided for in clauses related to Sick Leave and Carer's Leave and Family and Community Service Leave, may be used by Employees experiencing Domestic Violence.

- c) Where the leave entitlements referred to in paragraph (a) above are exhausted, Service NSW shall grant Special Leave of up to five (5) days per calendar year to this effect.
- d) Service NSW 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.
- e) Personal information concerning Domestic Violence will be kept confidential by Service NSW.
- f) Service NSW, where appropriate, may facilitate alternative working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

35. Purchased Leave

- a) An employee may apply to enter into a Purchased Leave Agreement with Service NSW to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a twelve-month (12) month period.
- b) Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- c) The leave must be taken in the twelve-month (12) month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- d) The leave will count as service for all purposes.
- e) The purchased leave will be funded through the reduction in the employee's ordinary rate of pay for the twelve-month (12) period of the Purchased Leave Agreement.
- f) The reduced rate of pay for the period of the Purchased Leave Agreement (purchased leave rate of pay) will be the employee's ordinary annual salary rate less the number of weeks of purchased leave multiplied by the employee's ordinary weekly rate of pay, annualised at a pro rata rate over the twelve-month (12) period.
- g) Purchased leave is subject to the following provisions:
 - i). The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the twelve-month (12) Purchased Leave Agreement period.
 - ii). All other leave taken during the twelve-month (12) Purchased Leave Agreement period i.e. including 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 time when purchased leave is being taken.
 - 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). A higher duties payment will not be paid when purchased leave is being taken.
 - vii). Specific conditions governing purchased leave may be amended from time to time by the Division Head in consultation with the Association.
 - viii). Service NSW may make adjustments relating to their salary administration arrangements.

36. Observance of Essential Religious Or Cultural Obligations

- 36.1 Provided adequate notice as to the need for the leave is given by the employee to Service NSW and it is operationally convenient to release the employee from duty, an employee of:
- a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- may be granted recreation or extended leave to credit, or leave without pay, to observe their obligations.
- 36.2 An employee of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by Service NSW, subject to:
- a) Adequate notice being given by the employee;
 - b) Prior approval being obtained by the employee; and
 - c) The time off being made up in the manner approved by Service NSW.

37. Lactation Breaks

- a) A lactation break is provided to lactating mothers for the purposes of 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 in this Award.
- b) A full time employee or a part time employee working more than four (4) hours per day is entitled to a maximum of two (2) paid lactation breaks of up to thirty (30) minutes each per day.
- c) A part time employee working four (4) hours or less per day is entitled to only one paid lactation break of up to thirty (30) minutes on any day so worked
- d) A flexible approach to the timing and general management of lactation breaks must be taken by the employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- e) Service NSW will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, will be provided where practicable.
- f) Where it is not practicable to provide the appropriate space or facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactating needs.
- g) The manager and the employee may be guided by the following considerations in determining the reasonableness and practicality of any proposed alternate arrangement:
- h) Whether the employee is required to work at a site that is not operated or controlled by Service NSW;
 - i). whether the employee is regularly required to travel in the course of performing their duties;
 - ii). whether the employee performs field-based work where access to the facilities in subclause 5 are not available or cannot reasonably be made available; and
 - iii). the effect that the arrangements will have on the employee's lactating needs.

- i) Employees experiencing difficulties in effecting the transition from home-based breast feeding to the workplace will have reasonable telephone access to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System. Access to the service.
 - i). shall be granted during paid time;
 - ii). is limited to a reasonable period of time (i.e. if the employee requires extended periods of consultation, the employee may utilise the provisions of clause 30(j), and
 - iii). must be at a time that is mutually convenient to both the employee and Service NSW
- j) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breast feeding and the transition to the workplace may utilise sick leave in accordance with clause 33 - Sick Leave of this Award, or access to local flexible arrangements where applicable.

SECTION 6 - MISCELLANEOUS

38. Grievance and Dispute Settling Procedures

- a) This Award recognises that employees' grievances should be resolved speedily and effectively without recourse to industrial action. It is intended that most issues will be resolved informally between employees and their supervisors.
- b) 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 Service NSW, if required.
- c) An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- d) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti-Discrimination Act 1977) that makes it impractical for the employee to advise their immediate supervisor or manager, the notification may occur to the next appropriate level of management, including where required, to the Division Head or delegate.
- e) The immediate supervisor, manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty as soon as practicable, following the matter being brought to their attention.
- f) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager should respond as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Division Head.
- g) If the matter remains unresolved, the Division Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- h) An employee, at any stage, may request to be represented by the Association.
- i) The employee or the Association on their behalf or the Division Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

- j) Whilst the procedures outlined in clauses (a) to (i) of this part are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

39. Anti-Discrimination

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

40. Secure Employment

40.1 Work Health and Safety

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

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

is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

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

40.2 Disputes Regarding the Application of this Clause

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

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.

41. Leave Reserve

- a) Leave is reserved to the employer to make application to include Sunday work in Contact Centres in respect to the Award. The Association may also make application in respect to Sunday work in Contact Centres in respect to the Award.
- b) The parties agree to discuss the inclusion of continuous shift work in Contact Centres in the Award.

42. 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 2016 by a party to this Award.

SCHEDULE A - SERVICE NSW SALARIES

Salary rates shall be paid in accordance with the rates set out below.

SNSW Salary Scale Grades	Payable from first full pay period on or after 1/7/2013 \$ per annum	Payable from first full pay period on or after 1/7/2014 \$ per annum	Payable from first full pay period on or after 1/7/2015 \$ per annum
Grade 1			
Year 1	34,940	35,733	36,625
Year 2	38,322	39,192	40,172
Year 3	43,811	44,806	45,926
Grade 2			
Year 1	46,206	47,255	48,436
Year 2	48,303	49,399	50,634
Year 3	50,100	51,237	52,518
Grade 3			
Year 1	53,197	54,405	55,765
Year 2	55,689	56,953	58,377
Year 3	58,284	59,607	61,097
Grade 4			
Year 1	60,061	61,424	62,960
Year 2	62,416	63,833	65,429
Year 3	64,872	66,345	68,004
Grade 5			
Year 1	67,101	68,624	70,340
Year 2	69,272	70,844	72,615
Year 3	70,519	72,120	73,923
Grade 6			
Year 1	72,067	73,703	75,546
Year 2	74,254	75,940	77,839
Year 3	76,684	78,425	80,386
Grade 7			
Year 1	78,353	80,132	82,135
Year 2	81,119	82,960	85,034
Year 3	82,692	84,569	86,683
Grade 8			
Year 1	86,085	88,039	90,240
Year 2	89,580	91,613	93,903
Year 3	92,377	94,474	96,836
Grade 9			
Year 1	96,627	98,820	101,291
Year 2	99,403	101,659	104,200
Year 3	103,876	106,234	108,890
Grade 10			
Year 1	106,498	108,916	111,639
Year 2	110,699	113,212	116,042
Year 3	116,384	119,026	122,002
Grade 11			
Year 1	119,981	122,705	125,773
Year 2	125,204	128,046	131,247
Year 3	128,023	130,929	134,202
Grade 12			
Year 1	135,515	138,591	142,056
Year 2	139,470	142,636	146,202
Year 3	144,342	147,619	151,309
Grade 13			

Year 1	148,650	152,024	155,825
Year 2	152,502	155,964	159,863
Year 3	159,811	163,439	167,525

SCHEDULE B - SERVICE NSW RATES AND ALLOWANCES

The following rates and allowance amounts for Service NSW are effective from 1 July 2014. These will be adjusted in accordance with NSW Treasury Circular - Rates in relation to annual Review of Meal, Travelling and other allowances, as amended on an annual basis.

Item No	Clause No	Description	Amount
1	19.4 b)	Meal expenses on one day journeys	Per day
		Capital cities and high cost country centres	
		Breakfast (no overnight stay)	\$25.35
		Dinner (no overnight stay)	\$48.65
		Lunch (no overnight stay)	\$28.55
		Tier 2 and other country centres	
		Breakfast (no overnight stay)	\$22.70
		Dinner (no overnight stay)	\$44.75
		Lunch (no overnight stay)	\$25.95
2	19.4 a)	Travelling allowances	
		Capital cities	Per day
		Adelaide	\$278.25
		Brisbane	\$322.25
		Canberra	\$289.25
		Darwin	\$337.25
		Hobart	\$253.25
		Melbourne	\$294.25
		Perth	\$354.25
		Sydney	\$306.25
		High cost country centres (NSW)	Per day
		Bourke (NSW)	\$286.25
		Gosford (NSW)	\$261.25
		Maitland (NSW)	\$273.25
		Mudgee (NSW)	\$256.25
		Newcastle (NSW)	\$273.25
		Norfolk Island	\$450.25
		Orange (NSW)	\$270.25
		Queanbeyan (NSW)	\$254.25
		Wagga Wagga (NSW)	\$262.25
		Wollongong (NSW)	\$257.25

Item No	Clause No	Description	Amount
		Tier 2 country centres (NSW)	Per day
		Albury (NSW)	\$244.10
		Armidale (NSW)	\$244.10
		Bathurst (NSW)	\$244.10
		Broken Hill (NSW)	\$244.10
		Coffs Harbour (NSW)	\$244.10
		Cooma (NSW)	\$244.10
		Dubbo (NSW)	\$244.10

		Goulburn (NSW)	\$244.10
		Gunnedah (NSW)	\$244.10
		Muswellbrook (NSW)	\$244.10
		Nowra (NSW)	\$244.10
		Port Macquarie (NSW)	\$244.10
		Tamworth (NSW)	\$244.10
		Tumut (NSW)	\$244.10
		All Other country centres (NSW)	\$222.10
3	19	Incidental expenses when claiming actual expenses - all locations	\$18.70
		Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
4	17.11	Overtime meal allowances	
		Breakfast	\$28.20
		Lunch	\$28.20
		Dinner	\$28.20
		Supper	\$10.55

Item No	Clause No	Description	Amount
5	22	Remote areas allowance	Per annum
		With dependants	
		- Grade A	\$1939 pa
		- Grade B	\$2572 pa
		- Grade C	\$3435 pa
		Without dependants	
		- Grade A	\$1353 pa
		- Grade B	\$1803 pa
		- Grade C	\$2406 pa
6		Community language allowance scheme (effective ffpp on or after 1 July 2015)	Per annum
		- Base Level Rate	\$1312pa
		- Higher Level Rate	\$1971 pa
7		First aid allowance (effective ffpp on or after 1 July 2015)	Per annum
		- Holders of basic qualifications	\$845 pa
		- Holders of current occupational first aid certificate	\$1269 pa

M. J. WALTON J , *President*

SYDNEY CRICKET AND SPORTS GROUND TRUST SECURITY ENTERPRISE AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Federation of Employers and Industries, Industrial Organisation of Employers and State Peak Council.

(No. IRC 255 of 2015)

Before The Honourable Acting Justice Kite

12 May 2015

VARIATION

1. Delete Table 1 of Part B, Monetary Rates, of the award published 16 November 2012 (375 I.G. 56) and insert in lieu thereof the following:

Item No.	New Rate Per Hour First Full Pay Period to Commence on or after 20 June 2015 \$
1	28.49
2	42.73
3	26.12
4	39.18
5	21.10
6	31.65
7	30.68
8	23.84

2. Delete subclause 10.11 of clause 10, Rates of Pay and Employee Related Cost Savings, and insert in lieu thereof the following:
- 10.11 A Security Officer required to work a shift in excess of twelve hours will be provided with a meal voucher redeemable at the place of employment or where this is not practical be paid a meal allowance of \$16.49.
3. Delete subclause 20.3, of clause 20, No Extra Claims, and insert in lieu thereof:
- 20.3 The parties agree to commence discussions concerning a new award not later than 21 January 2016.
4. The variation shall take effect from the first full pay period on or after 20 June 2015.

P. M. KITE , *Acting Justice*