



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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CONTENTS

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Pages 1 — 263

		Page
Awards and Determinations —		
Crown Employees (Police Officers - 2021) Award	AIRC	1
Crown Employees (Skilled Trades) Award 2021	AIRC	95
Crown Employees Wages Staff (Rates of Pay) Award 2021	AIRC	135
Farm Assistants (Department of Education) Wages and Conditions Award 2020	AIRC	156
NSW Health Service Aboriginal Health Workers' (State) Award 2021	AIRC	169
Crown Employees (Office of Environment and Heritage and the Environment Protection Authority) General Award 2021	RIRC	172
Crown Employees (Department of Industry, Skills and Regional Development) Mine Safety and Environment Officers Award	RIRC	196
Crown Employees (NSW Department of Finance, Services and Innovation - Graphic Service Operators) Award	RIRC	212
Crown Employees (Psychologists) Award	RIRC	244
Crown Employees (Research Scientists) Award 2007	RIRC	258
Enterprise Agreements Approved by the Industrial Relations Commission		263

NEW SOUTH WALES

INDUSTRIAL GAZETTE

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INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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CROWN EMPLOYEES (POLICE OFFICERS - 2021) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Commissioner of Police.

(Case No. 333220 of 2021)

Before Chief Commissioner Constant

24 November 2021

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

Clause No. Subject Matter

PART A

1. Arrangement

SECTION 1 - GENERAL

2. No Further Claims
3. Definitions
4. Commitment to Professional and Ethical Conduct
5. Anti-Discrimination
6. Inspection of Award
7. Existing Privileges
8. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
9. Deduction of Police Association of New South Wales Membership Fees
10. Travelling Allowances
11. Provision of Quarters
12. Remote Area - Living Allowances
13. Part Time Employment
14. Local Arrangements

SECTION 2 - LEAVE

15. Leave Generally
16. Applications for Leave
17. Annual Leave
18. Purchased Leave
19. Extended Leave
20. Sick Leave
21. Sick Leave to Care for a Family Member
22. Maternity Leave
23. Parental Leave
24. Adoption Leave
25. Right to Request Additional Maternity, Parental or Adoption Leave
26. Communication During Maternity, Parental or Adoption Leave

27. Accrual of Leave while on Maternity, Parental or Adoption Leave
28. Incremental Progression while on Maternity Leave, Adoption Leave or Parental Leave
29. Family and Community Service Leave
30. Leave Without Pay
31. Military Leave
32. Special Leave
33. Leave for Matters Arising from Domestic Violence

SECTION 3 - ASSOCIATION ACTIVITIES

34. Association Activities regarded as Special Leave
35. Association Activities Regarded as On Duty
36. Association Training Courses

SECTION 4 - NON-COMMISSIONED OFFICERS

37. Salaries (Other than Detectives and Police Prosecutors)
38. Salaries (Detectives)
39. Salaries (Police Prosecutors)
40. Loading
41. Leading Senior Constables
42. Special Duties Allowance
43. Forensic Services Group Expert Allowance
44. Regional Target Action Group (TAG)/Anti-Theft Unit Allowance
45. Tactical Operations Unit Allowance
46. Professional/Academic Qualification Allowance
47. Special Operations Allowance
48. On Call Allowances
49. Hours of Duty
50. Shift Allowance
51. Meals
52. Overtime
53. Recall to Duty
54. Court Attendance Between Shifts
55. Lockup Keepers' or Sole Detective's Recall
56. On Call Detectives Recall
57. On Call Telephone Recall (Other than Detectives)
58. Penalty Provisions Not Cumulative
59. Travelling Time
60. Time in Lieu of Payment of Travelling Time and Overtime
61. Relieving Duty
62. Allowance for Officers Relieving into a Detectives Position at Rank
63. Public Holidays
64. Competency Based Incremental Progression
65. Provision of Uniform
66. Air Travel
67. Lockers
68. Work of a Menial Nature

SECTION 5 - COMMISSIONED OFFICERS

69. Salaries
70. Hours of Duty

- 71. Fixed Term Appointment
- 72. Non-Renewal Benefit
- 73. Competency Based Incremental Progression
- 74. Relieving Duty
- 75. Travelling Time

SECTION 6 - DISPUTES/GRIEVANCE SETTLEMENT PROCEDURE

- 76. Disputes/Grievance Settlement Procedure

SECTION 7 - TRANSFERRED OFFICERS ENTITLEMENTS & COMPENSATION

- 77. Definitions
- 78. Eligibility for Entitlements under this Section
- 79. Officers Appointed under Section 66A & 67 of the Police Act
- 80. Special Remote Locations
- 81. Notice of Transfer
- 82. Transfer Leave
- 83. Cost of Temporary Accommodation
- 84. Excess Rent Assistance
- 85. Removal Costs
- 86. Storage of Furniture
- 87. Cost of Personal Transport
- 88. Compensation for Depreciation and Disturbance
- 89. Education of Children
- 90. Conveyancing and Other Costs
- 91. Refund of Stamp Duty, Registration of Transfer and Mortgage Fees
- 92. Incidental Costs Upon Change of Residence
- 93. Relocation on Retirement
- 94. Existing Benefits

SECTION 8 - AREA, INCIDENCE AND DURATION

- 95. Area, Incidence and Duration

PART B - MONETARY RATES

- Table 1 - Non-Commissioned Officers' (other than Detectives and Police Prosecutors) Salaries
- Table 2 - Detectives' Salaries
- Table 3 - Police Prosecutors Salaries
- Table 4 - Commissioned Officers' Salaries
- Table 5 - Travelling Allowance and Motor Vehicle Allowances
- Table 6 - Remote Areas - Living Allowance
- Table 7 - Detectives' Special Allowance
- Table 8 - Prosecutors' Special Allowance
- Table 9 - Special Duties Allowances (Non-Commissioned Officers)
- Table 10 - Forensic Services Group Expert Allowance
- Table 11 - Professional/Academic Qualification Allowance (Constable or Senior Constable)
- Table 12 - On-Call Allowances (Non-Commissioned Officers)
- Table 13 - Meal Allowances (Non-Commissioned Officers)

Table 14 - Stocking Allowance (Non-Commissioned Officers)

Table 15 - Plain Clothes Allowances (Non-Commissioned Officers)

Table 16 - Special Operations Allowance

Table 17 - Tactical Operations Unit Allowance

SECTION 1 - GENERAL

2. No Further Claims

- 2.1 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.
- 2.2 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.

3. Definitions

- 3.1 "Officer" or "Officers" means and includes all persons appointed pursuant to the *Police Act 1990*, to be a police officer member of the New South Wales Police Force, including probationary constables, who as at the date of operation of this Award were occupying a position or rank specified in this Award, or who after that date are appointed to such a position or rank, but excluding those police officers employed as members of the New South Wales Police Force Senior Executive Service.
- 3.2 "Non-Commissioned Officer" means and includes all persons defined as officers in subclause 3.1 above who are employed in a non-commissioned capacity, as prescribed by section 3, "Definitions", of the *Police Act 1990*.
- 3.3 "Commissioned Officer" means and includes all persons defined as officers in subclause 3.1 above who are employed in a commissioned capacity, as prescribed by section 3, "Definitions", of the *Police Act 1990*.
- 3.4 "Commissioner" means the Commissioner of Police for the State of New South Wales or any person acting in such position from time to time.
- 3.5 "Service" means continuous service. Future appointees will be deemed to have the years of service indicated by the salaries at which they are appointed.
- 3.6 "Association" means the Police Association of New South Wales.
- 3.7 "Flexible Rostering Guidelines" means the guidelines agreed between the parties for the operation of flexible rosters, including the administration of leave, as varied from time to time by agreement.
- 3.8 "Local Arrangements" means an agreement reached at the sub-organisational level between the Commissioner and the Association in terms of clause 14, Local Arrangements, of this Award.
- 3.9 "Detective" means A Non-Commissioned Officer who is designated as a Detective or is currently undertaking or prepared to undertake the Detectives Education Program and who is permanently appointed to the duty type of Criminal Investigation.
- 3.10 "Leading Senior Constable" means and includes those Non-Commissioned Officers employed by the New South Wales Police Force, who on or after the date of operation of this Award are appointed as a Leading Senior Constable in accordance with clause 41, of this Award.

- 3.11 "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 3.12 "Police Prosecutor" means a Non-Commissioned Officer who has successfully completed the Prosecutor Education Program and is working in the Police Prosecutions Command.
- 3.13 "Wages Policy" means the NSW Government's Wages Policy outlined in the Industrial Relations (Public Service Conditions of Employment) Regulation 2014.

4. Commitment to Professional and Ethical Conduct

- 4.1 Officers must maintain the highest possible standards of professional and ethical conduct.
- 4.2 It is the responsibility of officers to be fully conversant with New South Wales Police Code of Conduct and Ethics and to ensure their actions are fully informed by the requirements of the Code.
- 4.3 Officers will be responsible for maintaining the currency of their professional knowledge and be proactive in maintaining the requisite competencies for incremental progression.
- 4.4 For its part the New South Wales Police Force will fully support officers who report corrupt, unethical or unprofessional conduct and those officers who make honest mistakes in the course of their duties.

5. Anti-Discrimination

- 5.1 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, responsibilities as a carer, and age.
- 5.2 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.
- 5.3 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.
- 5.4 Nothing in this clause is to be taken to affect:
- 5.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 5.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 5.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 5.4.4 a party to this Award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 5.5 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

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

5.5.2 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 with the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

6. Inspection of Award

6.1 A copy of this Award will be available for inspection by officers at each Branch, Station or other place of attachment.

7. Existing Privileges

7.1 Except so far as altered expressly or by necessary implication, this Award is made on the understanding that all other existing privileges and conditions not specified within will continue during its currency.

8. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

8.1 For the purpose of this clause, "salary" means;

8.1.1 the "Loaded Salaries" prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B Monetary Rates,

8.1.2 the "Loaded Salaries" prescribed by Table 2 - Detectives' Salaries of PART B, Monetary Rates,

8.1.3 the "Loaded Salaries" prescribed by Table 3 - Police Prosecutors Salaries, of PART B, Monetary Rates; or

8.1.4 the salaries prescribed by Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates.

8.2 By mutual agreement with the Commissioner, an officer may elect to package part or all of their salary in order to obtain;

8.2.1 a benefit or benefits selected from those approved from time to time by the Commissioner; and

8.2.2 a salary equal to the difference between the salary prescribed for the officer by subclause 8.1, and the amount specified by the Commissioner from time to time for the benefit provided to or in respect of the officer in accordance with such agreement.

8.3 The amount packaged, including any salary sacrifice to superannuation arrangement under subclause 8.10 to 8.14, may be up to one hundred (100) percent of the officer's salary.

8.3.1 Any pre tax and post tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include, but are not limited to, compulsory superannuation payment, HECS-HELP or FEE-HELP payments, child support payments, union fees and health fund premiums.

8.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

8.5 The agreement will be known as a Salary Packaging Agreement.

8.6 Except in accordance with subclause 8.10 to 8.14, a Salary Packaging Agreement will be recorded in writing and will be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Salary Packaging Agreement.

- 8.7 Where the officer has elected to package a part or all of their salary:
- 8.7.1 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
 - 8.7.2 any allowances, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's salary will be calculated by reference to the salary which would have applied to the officer in the absence of any Salary Packaging Agreement made under this Award.
- 8.8 The Commissioner may vary the range and type of benefits available from time to time following discussions with the Association. Such variations will apply to any existing or future Salary Packaging Agreements from date of such variation.
- 8.9 The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations will apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement immediately.
- 8.10 An officer may elect to sacrifice a part or all of their salary additional to employer superannuation contributions.
- 8.11 Where the officer makes an election in terms of subclause 8.10, the officer may elect to have the amount of salary sacrificed;
- 8.11.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as an optional employer contribution; or
 - 8.11.2 subject to the Commissioner's agreement, paid into another complying superannuation scheme as employer superannuation contributions.
- 8.12 Where an officer makes an election in terms of subclause 8.10, the Commissioner will pay the amount of salary, the subject of election to the relevant superannuation fund.
- 8.13 Where an officer makes an election in terms of subclause 8.10 and where the officer is a member of a superannuation scheme established under the;
- 8.13.1 *Police Regulation (Superannuation) Act 1906*;
 - 8.13.2 *Superannuation Act 1916*;
 - 8.13.3 *State Authorities Superannuation Act 1987*;
 - 8.13.4 *State Authorities Non-Contributory Superannuation Act 1987*; or
 - 8.13.5 *First State Superannuation Act 1992*
- The Commissioner must ensure that the amount of any additional employer superannuation contributions specified in subclause 8.10 of this clause is included in the officer's superable salary which is notified to the SAS Trustee Corporations.
- 8.14 Where an officer makes an election in terms of subclause 8.10, and where, prior to electing to sacrifice a part or all of their salary to superannuation, an officer has entered into an agreement with the Commissioner to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 8.13 of this clause, the Commissioner will continue to base contributions to that fund on the salary payable to the same extent as applied before the officer sacrificed that amount of salary to superannuation. This clause applies even though the superannuation

contributions made by the Commissioner may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

9. Deduction of Police Association of New South Wales Membership Fees

- 9.1 The New South Wales Police Force will deduct Association membership fees from the salaries of officers who are members of the Association and have signed the appropriate authority. Unless the New South Wales Police Force and the Association agree to other arrangements, Association membership fees will be deducted and forwarded directly to the Association on a fortnightly basis.

10. Travelling Allowances

- 10.1 The Commissioner will require officers to obtain an authorisation for all official travel prior to incurring any travel expense.
- 10.2 Where available at a particular centre or location, the overnight accommodation to be occupied by officers who travel on official business will be the middle of the range standard, referred to generally as three-star or three-diamond standard of accommodation.
- 10.3 An officer who performs official duty from a temporary work location will be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the officer's residence in order to perform that duty.
- 10.4 An officer who performs official duty within the Newcastle, Sydney and Wollongong Metropolitan Areas and is approved to stay overnight will stay at one of a number of accommodation providers from a list developed in consultation with the Association and agreed between the parties subject to the provisions of subclause 10.12. The Commissioner will pay all accommodation related costs directly to the accommodation provider.
- 10.5 Where an officer performs official duty from a temporary work location not located in the Newcastle, Sydney or Wollongong metropolitan areas the officer for the first 35 days, may claim either;
- 10.5.1 the appropriate rate of allowance specified in Item 1 of Table 5 of Part B, Monetary Rates, for every period of 24 hours absence by the officer from their residence; and the rate of meal allowances specified in item 3 of Table 5 of PART B, Monetary Rates (excluding morning and afternoon teas) for any residual part day travel; or
- 10.5.2 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 5 of PART B Monetary Rates.
- 10.6 Payment of allowance as described in subclause 10.5 above for an absence of less than 24 hours may be made only where the officer satisfies the Commissioner that, despite the period of absence being of less than 24 hours' duration, expenditure for accommodation and three meals has been reasonably and necessarily incurred.
- 10.7 Where an officer is unable to so satisfy the Commissioner, the allowance payable for part days of travel will be limited to the expenses incurred during such part day travel.
- 10.8 After the first 35 days and up to 6 months at a temporary location an officer in receipt of an allowance as set out in Item 1 of Table 5 of PART B, Monetary Rates will have that allowance reduced by 50% provided that the reduced allowance paid to officers located in Broken Hill will be increased by one fifth.

10.9 Adjustment of Allowances

Where the Commissioner is satisfied, that an allowance under subclauses 10.5 and 10.8 is:

10.9.1 insufficient to adequately reimburse the officer for expenses properly and reasonably incurred, a further amount may be paid to reimburse the officer for the additional expenses that may be incurred; or

10.9.2 in excess of the amount which would adequately reimburse the officer for expenses properly and reasonably incurred the Commissioner may reduce the allowance to an amount which would reimburse the officer for expenses incurred reasonably and properly.

10.9.3 Subject to other agreed arrangements between the parties the allowance may be varied in accordance with those arrangements.

10.10 Production of Receipts

Payment of any actual expenses will be subject to the production of receipts, unless the Commissioner is prepared to accept other evidence from the officer.

10.11 Travelling Distance

The need to obtain overnight accommodation will be determined by the Commissioner having regard to the safety of the officer or officers travelling on official business and local conditions applicable in the area. Where officers are required to perform duty during the evening or officers are required to commence duty early in a location away from their workplace, overnight accommodation will be appropriately granted by the Commissioner.

10.12 Where the Commissioner exercises the option available in 10.4, the following arrangements apply;

10.12.1 The officer may only stay in a property sourced from a schedule of suppliers agreed between the NSW Police Force and the Police Association of NSW.

10.12.2 Properties will meet the three star, or three diamond standard.

10.12.3 Any property that falls below that standard will be removed from the schedule.

10.12.4 The Association will not unreasonably withhold agreement to properties on the schedule.

10.12.5 The Commissioner may choose from any property on the agreed schedule.

10.12.6 Accommodation will be provided on the basis of a single room (one officer per room).

10.12.7 The Commissioner may waive this requirement where there is an operational need.

10.12.8 Officers being accommodated under this clause will not be liable for any 'out of pocket' expenses incurred for accommodation as a result of this arrangement.

10.12.9 Officers will retain access to meal and incidental rates, where otherwise provided in this award.

10.13 Review of Allowances

The parties agree that the Meal, Travelling and related allowances are to be reviewed in line with advice provided by the Secretary of the Treasury from time to time.

11. Provision of Quarters

- 11.1 With respect to Non-Commissioned Officers, "salary", for the purposes of this clause, means the "Loaded Salary" prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates, or the "Base Salary" prescribed by Table 2 - Detectives' Salaries of PART B, Monetary Rates, or the "Base Salary" prescribed by Table 3 - Police Prosecutors Salaries plus the 11.5% Loading as prescribed in Clause 40 of this Award. With respect to Commissioned Officers, "salary", for the purposes of this clause, means the "all up" salaries prescribed by Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates of this Award.
- 11.2 The salary of officers as defined in subclause 11.1 above is inclusive of an amount of 3% being an allowance in lieu of quarters. Officers provided with quarters will have deducted from their salary, as defined in subclause 11.1 above, an amount of 3% of such sum.

12. Remote Area - Living Allowances

- 12.1 For the purpose of this clause "Remote Area" means, an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality.
- 12.2 An Officer will be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- 12.2.1 indefinitely stationed and living in a remote area as defined in subclause 12.1 above; or
- 12.2.2 not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 12.1 above.
- 12.3 The grade of appropriate allowance payable under this clause will be determined as follows:
- 12.3.1 Grade A allowances - the appropriate rate shown as Grade A in Table 5 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of all locations in a remote area, as defined in subclause 12.1 above, except as specified in paragraphs 12.3.2 and 12.3.3 of this subclause;
- 12.3.2 Grade B allowances - the appropriate rate shown as Grade B in Table 6 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
- 12.3.3 Grade C allowances - the appropriate rate shown as Grade C in Table 6 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nicoleche, Olive Downs, Tibooburra, Yethong and Lord Howe Island.

13. Part Time Employment

- 13.1 Officers may be employed on a part time basis for a period of less than 38 hours per week under guidelines agreed between the parties. While 10 hours per fortnight is generally regarded as a reasonable minimum, the Commissioner may approve a lesser minimum where it is necessary for the officer to work fewer hours per fortnight.
- 13.2 Officers working under a part time arrangement will be paid a pro rata of the relevant full time salary based on the following formula:

$$\frac{\text{Relevant Full Time Salary} \times \text{Average Weekly Hours Worked}}{38}$$

- 13.3 Part time employment may be worked under an ongoing arrangement (permanent part time work) or for a defined period of time (part time leave without pay).
- 13.4 Leave entitlements for part time officers will generally be calculated on a pro rata basis in accordance with the average weekly hours worked.
- 13.5 Increments for part time officers will be paid at the normal date with salary paid on a pro rata basis subject to the competency and performance requirements outlined in clauses 63 and 72 of this Award.

14. Local Arrangements

- 14.1 Local arrangements, as specified in this Award, may be negotiated between the Commissioner and the Association in respect to:
- 14.1.1 any organisational unit within the New South Wales Police Force or part thereof;
- 14.1.2 a particular group of officers; or
- 14.1.3 a particular duty type.
- 14.2 All local arrangements negotiated between the Commissioner and the Association must be contained in a formal document, such as an agreement made pursuant to s.87 of the *Police Act* 1990, a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument.
- 14.3 Local arrangements will not result in any net disadvantage to officers in terms of their total remuneration and conditions of employment.

SECTION 2 - LEAVE

15. Leave Generally

- 15.1 Except as otherwise provided for in this Section the leave entitlements of officers are prescribed by Part 6 of the Police Regulation, 2015.

16. Applications for Leave

- 16.1 An application by an officer for leave under this Section must be made to and be dealt with by the Commissioner. For the purpose of this Section any reference to the Commissioner will mean either the Commissioner or any other member of the New South Wales Police Force with the delegated authority to approve leave pursuant to section 31 of the *Police Act* 1990.
- 16.2 The Commissioner, in dealing with any such application must have regard to the operational requirements of the New South Wales Police Force, but as far as practicable is to deal with the application in accordance with the wishes of the officer.

17. Annual Leave

- 17.1 Annual leave on full pay accrues to a Non-Commissioned Officer at the rate of 6 weeks (228 working hours) per year.
- 17.2 Annual leave on full pay accrues to a Commissioned Officer;
- 17.2.1 at the rate of 5 weeks (190 working hours) per year, or
- 17.2.2 at the rate of 6 weeks (228 working hours) if the officer is a shift-working Commissioned Officer who is regularly required to work shift work, Sundays or Public Holidays.

- 17.3 Annual leave will be debited in accordance with the ordinary hours the officer would have been rostered to work had they not been on leave. Provided further that those Commissioned Officers referred to in paragraph 17.2.1, will be debited 7.6 hours for each working day taken as annual leave.
- 17.4 An officer while attached to a police station within the Western or Central Division (within the meaning of the *Crown Lands Consolidation Act* 1913, as in force immediately before its repeal) accrues additional annual leave on full pay at the rate of 38 working hours per year, or pro rata where only part of the year is spent attached to a police station or stations within the qualifying zones.
- 17.5 An officer who is rostered to work their ordinary hours of duty on a Sunday or public holiday will, on the completion of the relevant qualifying period, accrue additional annual leave on full pay on the following basis:

Number of ordinary rostered shifts worked on Sundays and/or Public Holidays during a qualifying period.	Additional Annual Leave
4-10	1 additional working day
11-17	2 additional working days
18-24	3 additional working days
25-31	4 additional working days
32 or more	5 additional working days

For the purpose of this subclause:

- 17.5.1 Any ordinary rostered shift, the major portion of which is worked on a Sunday or Public Holiday will be deemed to be an ordinary shift worked on a Sunday or Public Holiday.
- 17.5.2 A qualifying period will mean the period commencing 12 months from 1 December each year.
- 17.6 An officer will accrue additional annual leave on full pay at the rate of 7.6 working hours for each holiday publicly observed throughout the State, other than the days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day or Boxing Day are publicly observed.
- 17.7 At least 2 consecutive weeks annual leave is required to be taken by an officer every 12 months except where an officer has insufficient leave to credit.
- 17.8 Each officer is required to manage their leave to ensure there is no accrual of leave above 9 weeks (342 working hours), except as provided for at subclause 17.12, Conservation of Leave.
- 17.9 The Commissioner will notify an officer in writing when the projected accrual of leave within any 12 month period will exceed 342 working hours and the officer is required to (except as provided for at subclause 17.12), roster sufficient annual leave in order that their projected accrual of leave will not exceed 342 working hours.
- 17.10 Where insufficient annual leave has been nominated by an officer to reduce their projected leave accrual below 342 working hours, the Commissioner may direct an officer to take annual leave at any time of the year, subject to a reasonable period of notice being not less than four weeks.
- 17.11 As far as practicable, the Commissioner will take into account the wishes of the officer in respect of the rostering of annual leave but will be required to balance the needs of the organisation with the wishes of the officer.
- 17.12 Conservation of Leave - If an officer is prevented by operational (as advised by their supervisor) or personal reasons from taking sufficient annual leave to maintain accrued leave at a level below 342 working hours, the Commissioner will consider, and where approved, enter into a written agreement with the officer approving the accrual of annual leave above 342 working hours. Such agreement will include the reasons for the accrual and the manner and time at which leave will be reduced below 342 working hours.

- 17.13 Annual Leave will generally be taken in periods of one week or multiples of one week inclusive of any Rest Days or Recurrent Leave Days. Lesser periods of Annual Leave may be taken by agreement between the Officer and their Commander/Manager.
- 17.14 The Commissioner will inform an officer in writing on a regular basis of the officer's annual leave accrual.
- 17.15 Termination of services
- 17.15.1 An officer who resigns or retires or whose services are otherwise terminated (except by death) is, on cessation of employment, entitled to be paid immediately, instead of annual leave accrued and remaining untaken, the money value of that leave as a gratuity.
- 17.15.2 An officer to whom paragraph 17.15.1 above applies may elect to take either the whole or part of the annual leave accrued and remaining untaken at cessation of active duty as annual leave on full pay instead of taking the money value of that leave as a gratuity.
- 17.15.3 If an officer has acquired a right to annual leave with pay and dies before entering on it, or after entering on it dies before its termination:
- (a) the officer's surviving spouse, or
 - (b) if there is no such surviving spouse, the officer's children, or
 - (c) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer, is entitled to receive the money value of the leave not taken.
- 17.15.4 If there is a guardian of any children entitled under paragraph 17.15.3, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- 17.15.5 If there is no person entitled under paragraph 17.15.3 to receive the money value of any leave not taken or not completed by an officer or which would have accrued to an officer, the payment is to be made to the officer's personal representatives.
- 17.15.6 If payment of the money value of leave has been made under this clause, the Crown and the Commissioner cease to be liable for payment of any amount in respect of that leave.
- 17.15.7 In this subclause, "surviving spouse" of an officer who has died includes any person who, immediately before the death, was in a de facto relationship (within the meaning of the *Property (Relationships) Act 1984*) with the officer.
- 17.16 Accrual of Annual Leave While on Extended Leave, Sick Leave
- 17.16.1 Annual leave accrues in respect of any period an officer is on extended leave on full pay, but during one-half only of any period of extended leave on half pay.
- 17.16.2 Annual leave accrues in respect of any period during which an officer is on sick leave (whether with or without pay) and in respect of 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*.
- 17.17 Accrual of Annual Leave While Suspended Without Pay
- 17.17.1 Annual leave does not accrue in respect of any period an officer is suspended without pay in accordance with Regulation 52 Police Regulation 2015 except as provided at 17.17.2.

- 17.17.2 Where an officer ceases to be suspended without pay and is not terminated pursuant to s 181D of the *Police Act* 1990 (NSW), annual leave accrues in respect of any such period of suspension without pay.
- 17.17.3 For the purposes of this provision, pay does not include maintenance payments made under Regulation 52 (3) of Police Regulation 2015.
- 17.17.4 This clause only applies to an officer who commences a period of suspension without pay on or after the day following the making of this award.

18. Purchased Leave

- 18.1 An officer may apply to enter into an agreement with the Commissioner to purchase either 2 weeks (76 working hours) or 4 weeks (152 working hours) additional leave in a 12 month period.
- 18.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account NSW Police Force business needs and work demands.
- 18.1.2 The leave must be taken in the 12 month period specified in the 'Purchased Leave Agreement'.
- 18.1.3 The leave will count as service for all purposes.
- 18.2 The purchased leave will be funded through the reduction in the officer's ordinary rate of pay.
- 18.2.1 For the purpose of this clause "Ordinary Rate of Pay" means an officer's base salary plus any loadings or allowances in the nature of salary.
- 18.2.2 "Purchased leave rate of pay" means the rate of pay an officer receives when their ordinary rate of pay has been reduced to cover the cost of purchased leave.
- 18.2.3 To calculate the purchased leave rate of pay, the officer's ordinary rate of pay will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 18.3 Purchased leave is subject to the following provisions:
- 18.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- 18.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, annual leave, extended leave or time off in lieu will be paid at the purchased leave rate of pay.
- 18.3.3 Sick leave cannot be taken during a period of purchased leave.
- 18.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation.
- 18.3.5 Overtime and salary related allowances not paid during periods of annual leave will be calculated using the officer's hourly rate based on the base salary rate.
- 18.3.6 Relieving Duties Allowance will not be paid when a period of purchased leave is taken.
- 18.4 Specific conditions governing purchased leave may be amended from time to time by the Secretary of the Treasury in consultation with the Association. The NSW Police Force may make adjustments relating to their salary administration arrangements.

19. Extended Leave

- 19.1 Except as otherwise provided for in this clause the extended leave entitlements of officers are prescribed by Part 6, Division 2 of the Police Regulation, 2015.

19.2 Entitlement to Extended Leave

19.2.1 Subject to this Clause, an officer is entitled:

- (a) after service for 7 years, to an amount of leave proportionate to an officer's length of service (up to 10 years), calculated on the basis of 2 months (334.4 working hours) on full pay or 4 months (668.8 working hours) on half pay, or 1 month (167.2 working hours) on double pay for 10 years served, and
- (b) after service for more than 10 years, to:
 - (i) leave as provided by subparagraph (a) above, and
 - (ii) in addition, an amount of leave proportionate to the officer's length of service after 10 years, calculated on the basis of 5 months (836 working hours) on full pay, or 10 months (1,672 working hours) on half pay, or 2.5 months (418 working hours) on double pay for 10 years served after service for 10 years.

19.2.2 For the purpose of calculating the entitlement of an officer to extended leave under this subclause at any time:

- (a) there must be deducted from the amount of extended leave to which, but for this paragraph, that officer would be entitled:
 - (i) any extended leave, or leave in the nature of extended leave, and
 - (ii) the equivalent, in extended leave, of any benefit instead of extended leave or leave in the nature of extended leave, and
- (b) taken or received by that officer before that time, and
- (c) the provisions of Schedule 1 of the Government Sector Employment Regulation 2014 have effect.

19.2.3 If the services of an officer with at least 5 years' service and less than 7 years' service are terminated (otherwise than by the making of an order pursuant to section 181D of the *Police Act 1990*):

- (a) by the Crown, the Governor or the Commissioner for any reason other than the officer's serious and intentional misconduct, or
- (b) by the officer on account of illness, incapacity or domestic or other pressing necessity,
the officer is entitled:
- (c) for 5 years' service, to 1 month's leave (167.2 working hours) on full pay, and
- (d) for service after 5 years, to a proportionate amount of leave on full pay calculated on the basis of 3 months' leave (501.6 working hours) for 15 years' service.

19.2.4 For the purposes of paragraph 19.2.1 above, "service" includes:

- (a) service under the *Teaching Services Act 1980*, and
- (b) any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
- (c) in the case of an officer who has completed at least 7 years' service, any period of leave without pay, not exceeding 6 months, taken after that commencement.

19.2.5 In subparagraph (c) of 19.2.4, for the purpose of determining whether or not an officer has completed at least 7 years' service, the officer's period of service is to be taken:

- (a) 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
- (b) to exclude any period of leave without pay taken after that commencement.

19.3 Debiting Extended Leave

19.3.1 Where an officer is granted sufficient extended leave to enable a complete rostered week to be taken as extended leave, then the officer's credit of extended leave will be debited by 38 hours and the officer will be deemed to be on extended leave for the entire rostered week, inclusive of rest days, recurrent leave days and public holidays.

19.3.2 Where an officer seeks and is granted sufficient extended leave to enable a lesser period than a complete rostered week to be taken as extended leave, inclusive of rest days and recurrent leave days, then the officer's extended leave credits will be debited by the hours the officer would have otherwise worked in accordance with the roster had the officer not been on extended leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 working hours) will be debited 7.6 hours for each working day taken as extended leave.

19.3.3 An officer may apply for extended leave at double pay. Where such leave is granted and taken, the amount of extended leave debited from the officer's entitlement will be double of that which would otherwise be debited if the officer had applied for extended leave at full pay.

19.3.4 Public Holidays that fall whilst an officer is on extended leave will be paid and not debited from the officer's extended leave entitlement.

19.3.5 Prior to entering on extended leave and/or immediately following resumption, an officer's ordinary working hours will, if necessary, be adjusted so that the officer's ordinary hours average 38 per week for that part of the roster period not included in the period of extended leave.

19.4 Entitlement to Gratuity Instead of Extended Leave

An officer who has acquired a right to extended leave with pay is entitled, immediately on the termination of the officer's services, to be paid instead of that leave the money value of the extended leave as a gratuity in addition to any gratuity to which the officer may be otherwise entitled.

19.5 Payment Where Officer Has Died

19.5.1 If an officer has acquired a right to extended leave with pay and dies before starting it, or after starting it dies before completing it:

- (a) the officer's surviving spouse, or
- (b) if there is no such surviving spouse, the officer's children, or
- (c) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer, is entitled to receive the money value of the leave not taken, or not completed, calculated at the rate of salary that the officer received at the time of his or her death, less any amount paid to the officer in respect of the leave not taken, or not completed.

19.5.2 If an officer with at least 5 years' service as an adult and less than 7 years' service dies:

- (a) the officer's surviving spouse, or
- (b) if there is no such surviving spouse, the officer's children, or

- (c) if there is no such surviving spouse or child, the persons who, in the opinion of the Commissioner, were, at the time of the death of the officer, dependant relatives of the officer,

is or are entitled to receive the money value of the leave which would have accrued to the officer had her or his services terminated, calculated at the rate of salary that the officer was receiving at the time of his or her death.

19.5.3 If there is a guardian of any children entitled under paragraph (a) or (b), the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.

19.5.4 If there is no person entitled under paragraph 19.5.1 or 19.5.2 to receive the money value of any leave not taken or not completed by an officer or which would have accrued to an officer, payment in respect of that leave must be made to the officer's personal representatives.

19.5.5 Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.

19.5.6 If payment of the money value of leave has been made under this clause, the Crown and the Commissioner cease to be liable for payment of any amount in respect of that leave.

19.5.7 In this subclause, "surviving spouse" of an officer who has died includes any person who, immediately before the death, was in a de facto relationship (within the meaning of the Property *(Relationships) Act* 1984) with the officer.

20. Sick Leave

20.1 Except as otherwise provided for in this clause, the sick leave entitlements of officers are prescribed by Part 6, Division 8 of the Police Regulation, 2015.

20.2 Authority to grant sick leave

20.2.1 Subject to the provisions of this clause, if the Commissioner is satisfied that an officer is unable to perform her or his duty because of illness, the Commissioner:

- (a) must grant the officer sick leave on full pay, and
- (b) may grant the officer sick leave without pay if the absence of the officer exceeds his or her entitlement to sick leave on full pay under this clause.

20.2.2 An officer may elect to take available annual or extended leave instead of sick leave without pay.

20.2.3 Payment for sick leave is subject to the Officer;

- (a) Informing their supervisor as soon as reasonably practicable that they are unable to perform duty because of illness; and
- (b) stating the nature of the illness or injury and estimated duration of the absence at the time of notifying their manager; and
- (c) Providing evidence of illness as soon as practicable as required by this clause.

20.2.4 If an officer is concerned about disclosing the nature of the illness to their supervisor they may elect to have the application for sick leave dealt with confidentially by an alternative manager or the human resources section of the NSW Police Force.

20.3 Requirements for Medical Evidence

20.3.1 A reference in this clause to medical evidence of illness will apply, as appropriate:

- (a) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillofacial surgeon or, at the Commissioner's discretion, another registered health services provider,
- (b) where the absence exceeds one week, and unless the health provider listed in subparagraph (a) 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
- (c) at the Commissioner's discretion, other forms of evidence that satisfy that the officer had a genuine illness.

20.3.2 As a general practice backdated medical certificates will not be accepted. However, if an officer 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 Commissioner is satisfied that the reason for the absence is genuine.

20.3.3 An officer absent from duty because of illness:

- (a) in respect of any such absence in excess of 2 consecutive working days, must furnish medical evidence to the Commissioner, or
- (b) in respect of any such absence of 2 consecutive working days or less, must if required to do so by the Commissioner, furnish medical evidence to the Commissioner.
- (c) In addition to the requirements under paragraph 20.2.3, an officer may absent themselves for a total of 5 working days per annum due to illness without the provision of evidence of illness to the Commissioner. Officers who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the Commissioner for each occasion absent for the balance of the calendar year.

20.3.4 Despite paragraph 20.3.1, the Commissioner may at any time require an officer who has been granted sick leave to furnish medical evidence of the inability of the officer to resume duty.

20.3.5 If the Commissioner is concerned about the diagnosis described in the evidence of illness produced by the officer, after discussion with the officer, the evidence provided and the officer's application for leave can be referred to a medical practitioner chosen by the Commissioner.

- (a) The type of leave granted to the officer will be determined by the Commissioner on the advice of a medical practitioner chosen by the Commissioner.
- (b) If sick leave is not granted, the Commissioner will, as far as practicable, take into account the wishes of the officer when determining the type of leave granted.

20.3.6 An officer may elect to have an application for sick leave dealt with confidentially by a medical practitioner in accordance with such procedures as may be determined from time to time by the Commissioner.

20.3.7 Where an officer on annual leave or extended leave furnishes to the Commissioner a satisfactory medical certificate in respect of illness occurring during that leave, the Commissioner may, subject to the provisions of this subclause, grant sick leave to the officer for the following period:

- (a) in the case of an officer on annual leave, the period set out in the medical certificate,

- (b) in the case of an officer on extended leave, the period set out in the medical certificate, unless that period is less than 7 calendar days.

20.3.8 Paragraph 20.3.7 applies to all officers other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

20.3.9 Paragraph 20.3.7 does not apply to sick leave that has been taken for carer's leave purposes in accordance with clause 21, of this Award (Sick Leave to Care for a Family Member).

20.4 Sick Leave Entitlements

20.4.1 Sick leave on full pay accrues to an officer at the rate of 15 working days (114 working hours) each calendar year, and any such accrued leave, which is not taken, is cumulative.

20.4.2 Sick leave will be debited in accordance with the ordinary hours the officer would have worked had they not been absent on sick leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 working hours) will be debited 7.6 hours for each working day taken as sick leave.

20.4.3 Sick leave on full pay accrues at the beginning of the calendar year, but if an officer is appointed during a calendar year, sick leave on full pay accrues on the date the officer commences duty at the rate of one and a quarter working days (9.5 working hours) for each complete month before the next 1 January.

20.5 Re-credit Of Rest Days - Non Commissioned Officers

Any Non-Commissioned Officer classified as a seven day shift worker who is sick on two or more rest days in any rostered week may elect to have the second and subsequent rest days re-credited and have their sick leave debited accordingly. Such re-credited rest days will be taken as rest days in lieu at a mutually convenient time in the current or next roster period. The number of hours to be debited from sick leave on a rest day when sick will be the number of rostered hours that would have otherwise been worked on the day or days taken as rest day(s) in lieu. Provided further that no more than three rest days can be re-credited for any one continuous period of sick leave.

20.6 Payment During Initial Period of Service

20.6.1 No more than 5 working days' (38 working hours) sick leave is to be granted to an officer during the first 3 months of service unless a satisfactory medical certificate in respect of each absence is furnished.

20.6.2 On completion of the first 12 months' service, payment may be made to an officer for such portion of sick leave taken without pay during the first 3 months of that service as, with the addition of all sick leave on full pay granted during that period of 12 months, does not exceed a total of 15 working days (114 working hours).

20.7 Procedure Where Workers Compensation Claimed

20.7.1 This paragraph applies where an officer is or becomes unable to attend for duty or to continue on duty in circumstances which may give the officer a right to claim compensation under the *Workers Compensation Act 1987*.

20.7.2 If an officer has made a claim for any such compensation, the officer may, pending the determination of that claim and subject to the provisions of this clause and to subparagraph 20.3.5(a) and paragraph 20.3.7, be granted by the Commissioner sick leave on full pay for which the officer is eligible, and if that claim is accepted the equivalent period of any such sick leave is to be restored to the credit of the officer.

20.7.3 If an officer who is required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act refuses to submit to or in any way obstructs any such examination the officer is not to be granted sick leave on full pay until that examination has taken place and a medical certificate has been given indicating that the officer is not fit to resume duty.

20.7.4 If, as a result of any such medical examination:

- (a) a certificate is given under the *Workers Compensation Act 1987* setting out the condition and fitness for employment of the officer or the kind of employment for which the officer is fit, and
- (b) the Commissioner makes available to the officer employment falling within the terms of that certificate, and
- (c) the officer refuses or fails to resume or perform the employment so provided,

all payments in accordance with this clause are to cease from the date of that refusal or failure.

20.7.5 Despite sub paragraph 20.7.4(b), if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 87F of the *Workers Compensation Act 1987*, there will then be no further sick leave granted on full pay.

20.8 Procedure Where Other Claim Has Been Made.

20.8.1 This paragraph applies if the circumstances of any injury to or illness of an officer may give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*.

20.8.2 Sick leave on full pay may, subject to and in accordance with this clause, be granted to an officer on completion of an undertaking by the officer in a form approved by the Commissioner:

- (a) that any such claim if made will include a claim for the value of any period of sick leave on full pay granted, and
- (b) that, if the officer receives or recovers damages or compensation pursuant to that claim for loss of salary during any such period of sick leave, the officer will repay to the Commissioner such money as is paid by the Commissioner in respect of any such period of sick leave.

20.8.3 Sick leave on full pay is not to be granted to an officer who refuses or fails to complete such an undertaking, except with the express approval of the Commissioner given on the grounds that the refusal or failure is unavoidable in the circumstances.

20.8.4 On repayment made to the Commissioner pursuant to an undertaking given by an officer, sick leave equivalent to that repayment, calculated at the ordinary rate of pay of the officer, is to be restored to the credit of the officer.

21. Sick Leave to Care for a Family Member

21.1 Where family and community service leave provided in clause 29 is exhausted, an officer with responsibilities in relation to a category of person set out in paragraph 21.1.3 of this clause who needs the officer's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single shift.

21.1.1 The sick leave will initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous three years. In special circumstances,

the Commissioner may grant additional sick leave from the sick leave accumulated during the officer's eligible service.

21.1.2 The officer will, if required,

- (a) establish either by production of medical evidence consistent with the requirements of paragraph 20.3.1, 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 Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

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

21.1.3 The entitlement to use sick leave in accordance with this clause is subject to;

- (a) the officer being responsible for the care and support of the person concerned; and
- (b) the person concerned being;

a spouse of the officer, or

a de facto spouse, being a person of the opposite sex to the officer who lives with the officer as her husband or his wife on a bona fide domestic basis although not legally married to that officer; or

a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the officer or of the spouse or of the de facto spouse of the officer; or

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

22. Maternity Leave

22.1 An officer who is pregnant will, subject to this clause, be entitled to be granted maternity leave as follows:

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

22.1.2 for a further period of up to 12 months from the actual date of birth.

22.2 An officer who has been granted Maternity Leave may, with the permission of the Commissioner, take leave after the actual date of birth:

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

- 22.2.2 part-time for a period of up to 2 years; or
- 22.2.3 as a combination of full-time and part-time over a proportionate period up to two years.
- 22.3 An officer who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 22.4 An officer who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child will be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- 22.5 If the position occupied by the officer immediately prior to the taking of maternity leave has ceased to exist, but there are other positions available that the officer is qualified for and is capable of performing, the officer will be appointed to a position of the same rank as the officer's former position.
- 22.6 An officer who:
- 22.6.1 applied for maternity leave within the time and in the manner determined by the Commissioner; and
- 22.6.2 prior to the expected date of birth, completed not less than 40 weeks' continuous service, will be paid at her ordinary rate of pay for a period not exceeding 14 weeks or the period of maternity leave taken, whichever is the lesser period, from the date maternity leave commences.
- 22.7 Except as provided in subclause 22.6 of this clause, maternity leave will be granted without pay.

23. Parental Leave

- 23.1 Parental Leave will be granted as follows:
- 23.1.1 Short Term Parental leave - an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy. See also paragraph 25.1.1 Right to Request Additional Maternity, Parental or Adoption Leave.
- 23.1.2 Extended Parental leave - not exceeding 12 months. Further Parental Leave may be granted in terms outlined under paragraph 25.1.2 Right to Request Additional Maternity, Parental or Adoption Leave.
- 23.2 Extended Parental leave may commence at any time up to 2 years from the date of birth or adoption of the child.
- 23.3 Extended Parental leave:
- 23.3.1 may be taken full-time for a period not exceeding 12 months, or
- 23.3.2 may be taken part-time over a period not exceeding 2 years, or
- 23.3.3 may be taken partly full-time and partly part-time over a proportionate period.
- 23.3.4 Extended Parental leave may then continue under the terms outlined in paragraph 25.1.3 of subclause 25.1 Right to Request Additional, Maternity, Parental or Adoption Leave.
- 23.4 An officer who resumes duty immediately on the expiration of parental leave:
- 23.4.1 if the position occupied by the officer immediately before the commencement of that leave still exists, is entitled to be placed in that position, or

- 23.4.2 if the position so occupied by the officer has ceased to exist, is entitled to be appointed (subject to the availability of other suitable positions) to another position for which the officer is qualified.
- 23.5 An officer who;
- 23.5.1 applied for parental leave within the time and in the manner determined by the Commissioner; and
- 23.5.2 prior to the expected date of birth or adoption, completed not less than 40 weeks' continuous service, will be paid at the ordinary rate of pay for a period not exceeding 1 week or the period of parental leave taken, whichever is the lesser period.
- 23.6 Except as provided in subclause 23.5 of this clause, parental leave is to be granted without pay.

24. Adoption Leave

- 24.1 An officer who adopts, and becomes the primary care-giver for, a child:
- 24.1.1 if the child has not commenced school at the date of the taking of custody, is entitled to be granted adoption leave for a maximum period of 12 months, or
- 24.1.2 if the child has commenced school at that date, may be granted adoption leave for such period (not exceeding 12 months on a full-time basis) as the Commissioner may determine.
- 24.2 Adoption leave referred to in subclause 24.1:
- 24.2.1 may be taken full-time for a period not exceeding 12 months, or
- 24.2.2 may be taken part-time over a period not exceeding 2 years, or
- 24.2.3 may be taken partly full-time and partly part-time over a proportionate period,
- 24.2.4 Adoption leave may then continue under the terms outlined in paragraphs 25.1.2 and 25.1.3 Right to Request Additional Maternity, Parental or Adoption leave.
- as the Commissioner may permit.
- 24.3 Adoption leave commences on the date when the officer 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 officer.
- 24.4 An officer who resumes duty immediately on the expiration of adoption leave:
- 24.4.1 if the position occupied by the officer immediately before the commencement of that leave still exists, is entitled to be placed in that position, or
- 24.4.2 if the position so occupied by the officer has ceased to exist, is entitled to be appointed (subject to the availability of other suitable positions) to another position for which the officer is qualified.
- 24.5 Except as otherwise provided by subclause 24.6, adoption leave is to be granted without pay.
- 24.6 An officer who:
- 24.6.1 applies for adoption leave within such time and in such manner as the Commissioner may from time to time determine, and

24.6.2 prior to the commencement of adoption leave, completes not less than 40 weeks' continuous service,

is entitled to payment at her or his ordinary rate of pay for a period of 14 weeks of adoption leave or the period of adoption leave taken, whichever is the shorter period.

25. Right to Request Additional Maternity, Parental or Adoption Leave

25.1 An officer who has been granted maternity, parental, or adoption leave in accordance with clauses 22, 23 or 24 of this Award may make a request to the Commissioner to;

25.1.1 extend a period of short term parental leave as provided for in subclause 23.1 of this Award to an unbroken period of 8 weeks;

25.1.2 extend the period of unpaid maternity, parental, or adoption leave for a further continuous period of leave not exceeding 12 months;

25.1.3 return from a period of full time maternity, parental or adoption leave on a part time basis until the child reaches school age;

to assist the officer in reconciling work and parental responsibilities.

25.2 The Commissioner will consider the request having regard to the officer's circumstances and, provided the request is genuinely based on the officer's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or operational requirements. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

26. Communication During Maternity, Parental or Adoption Leave

26.1 Where an officer is on maternity, parental or adoption leave and a definite decision has been made to introduce significant change at the workplace, the Commissioner will take reasonable steps to;

26.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the officer held before commencing maternity, parental or adoption leave; and

26.1.2 provide an opportunity for the officer to discuss any significant effect the change will have on the status or responsibility level of the position the officer held before commencing maternity, parental or adoption leave.

26.2 The officer will take reasonable steps to inform the Commissioner about any significant matter that will affect the officer's decision regarding the duration of maternity, parental or adoption leave to be taken, whether the officer intends to return to work and whether the officer intends to return to work on a part-time basis.

26.3 The officer will also notify the Commissioner of changes of address or other contact details which might affect the Commissioner's capacity to comply with subclause 26.1.

27. Accrual of Leave while on Maternity, Parental or Adoption Leave

27.1 For the purpose of accrual of leave by an officer:

27.1.1 any period of maternity leave or adoption leave in respect of which payment was made at the rate of full pay is to be counted as service, and

27.1.2 half of any period of maternity leave or adoption leave in respect of which payment was made at the rate of half pay is to be counted as service.

- 27.2 For the purpose of accrual of leave by an officer, any period of maternity leave, adoption leave or parental leave taken as leave without pay is not to be counted as service except as provided by clause 19, Extended Leave.

28. Incremental Progression while on Maternity Leave, Adoption Leave or Parental Leave

- 28.1 For the purpose of payment of any increment to an officer:
- 28.1.1 a period of maternity leave or adoption leave in respect of which payment was made at the rate of full pay or half pay is to be counted as service, and
- 28.1.2 a period of any maternity leave, adoption leave or parental leave without pay is not to be counted as service.

29. Family and Community Service Leave

- 29.1 The Commissioner will, in the case of emergencies or in personal or domestic circumstances, grant to an officer some or all of the available family and community service leave on full pay.
- 29.2 Such cases may include but not be limited to the following:
- 29.2.1 compassionate grounds - such as the death or illness of a close member of the family or an officer or the officer's household;
- 29.2.2 accommodation matters up to one day - such as attendance at court as a defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- 29.2.3 emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent an officer from reporting for duty;
- 29.2.4 other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
- 29.3 An officer is not to be granted family and community service leave for attendance at court to answer a criminal charge unless the Commissioner approves the grant of leave in the particular case.
- 29.4 The maximum amount of family and community service leave on full pay that may be granted to an officer is:
- 29.4.1 two and a half working days (19 working hours) during the first year of service, and 5 working days (38 working hours) in any period of 2 years after the first year of service, or;
- 29.4.2 after the completion of 2 years service, 7.6 working hours for each completed year of service on or after 1 January 1995 and 8 working hours for each completed year of service prior to 1 January 1995, less any period of family and community service leave already taken by the officer.
- 29.5 Family and community service leave will be debited in accordance with the ordinary hours the officer would have worked had they not been absent on such leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 hours) will be debited 7.6 hours for each working day taken as family and community service leave.
- 29.6 The Commissioner may grant up to 5 working days' (38 working hours) family and community service leave without pay to an officer in any period of one year if the amount of paid family and community service leave available to the officer for that period has been used.
- 29.7 The amount of any family and community service leave without pay that may be granted under subclause 29.6 in any period of one year is to be reduced by the amount of any paid family and community service leave already taken by the officer in the same period.

30. Leave Without Pay

- 30.1 The Commissioner may grant leave without pay to an officer for a period not exceeding 3 years if good and sufficient reason is shown.
- 30.2 Leave without pay is subject to such conditions as the Commissioner may from time to time determine.
- 30.3 Leave without pay may be granted on a full-time or a part-time basis.
- 30.4 Leave without pay is not to be counted as service for the purposes of:
- 30.4.1 accrual of annual leave or sick leave, or
 - 30.4.2 the payment of any increment.
- 30.5 Leave without pay is not to be counted as service for the purposes of:
- 30.5.1 any qualification for promotion within the rank of constable, or
 - 30.5.2 the period of any probation.
- 30.6 This clause does not apply to leave without pay that is sick leave, maternity leave, adoption leave or parental leave.

31. Military Leave

- 31.1 During the period of 12 months commencing on 1 July each year, the Commissioner may grant to an officer 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 officer's unit.
- 31.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an officer from rendering or volunteering to render, ordinary defence Reserve service.
- 31.3 Up to 24 working days (182.4 working hours) military leave per year may be granted by the Commissioner to members of the Naval and Military Reserves and up to 28 working days (212.8 working hours) per year to members of the Air Force Reserve for the activities specified in subclause 31.1 of this clause.
- 31.4 The Commissioner may grant an officer 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.
- 31.5 An officer who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 31.3 of this clause may be granted Military Leave Top Up Pay by the Commissioner.
- 31.6 Military Leave Top Up Pay is calculated as the difference between an officer's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence. For the purpose of this clause ordinary pay will include the officers annual salary (including loadings paid to non-commissioned officers), plus any annualised allowances such as special duties, academic, remote areas or plain clothes allowances ordinarily received by the officer but will not include shift penalties, overtime payments or on-call allowances.
- 31.7 During a period of Military Leave Top Up Pay, an officer will continue to accrue sick leave, annual leave and extended leave entitlements, and the NSW Police Force is to continue to make superannuation contributions at the normal rate.

- 31.8 At the expiration of military leave in accordance with subclause 31.3 or 31.4 of this clause, the officer will furnish to the Commissioner a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

32. Special Leave

- 32.1 Special leave on full pay is to be granted to officers:
- 32.1.1 for the purpose of attending at any examination under the *Police Act* 1990 or the *Police Regulation* 2015, and
- 32.1.2 up to a maximum of 38 working hours in any 1 year for the purpose of attending at any other examination approved by the Commissioner for the purposes of this subclause.
- 32.2 Special leave granted under subclause 32.1 for the purposes of attending at an examination is to include leave for any necessary travel to or from the place at which the examination is held.
- 32.3 Special leave on full pay may be granted to officers for such other purposes and during such periods and subject to such conditions as may be determined from time to time by the Secretary for the Treasury.
- 32.4 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 33. Leave for Matters Arising from Domestic Violence have been exhausted, the Commissioner will 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.

33. Leave for Matters Arising from Domestic Violence

- 33.1 The Definition of domestic violence is found in clause 3.11 of this award.
- 33.2 Leave entitlements provided for in clause 29, Family and Community Service Leave, clause 20, Sick Leave and clause 21, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 33.3 Where the leave entitlements referred to in subclause 33.2 are exhausted, The Commissioner will grant Special Leave as per clause 32.4
- 33.4 The Commissioner 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 NSW Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 33.5 Personal information concerning domestic violence will be kept confidential by the NSW Police Force.
- 33.6 The Commissioner, 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.
- 33.7 Where an application for leave includes information that identifies a situation of domestic or other violence, police officers and managers will also discharge their duty as required under the Code of Conduct for the NSW Police Force Response to Domestic and Family Violence, as it is amended from time to time, in order to meet their obligations to provide victims the best possible protection.

SECTION 3 - ASSOCIATION ACTIVITIES

34. Association Activities Regarded as Special Leave

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

- 34.1.1 annual or biennial conferences of the delegate's union;
- 34.1.2 meetings of the union's Executive, Committee of Management or Councils;
- 34.1.3 annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 34.1.4 attendance at meetings called by Unions NSW involving a government sector association, which requires attendance of a delegate;
- 34.1.5 attendance at meetings called by the Secretary for the Treasury, for industrial purposes, as and when required;
- 34.1.6 giving evidence before an Industrial Tribunal as a witness for the Association;
- 34.1.7 reasonable travelling time to and from conferences or meetings to which the provisions of clauses 34, 35 and 36 of this Award apply.

35. Association Activities Regarded as On Duty

- 35.1 An Association delegate will be released from the performance of normal departmental 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:
 - 35.1.1 Attendance at meetings of the workplace's Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the Regulations;
 - 35.1.2 Attendance at meetings with workplace management or workplace management representatives;
 - 35.1.3 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,
 - 35.1.4 by agreement with management, where operational requirements allow the taking of such time;
 - (a) giving evidence in court on behalf of the employer;
 - (b) appearing as a witness before the Industrial Relations Commission in relation to a disciplinary or Hurt on Duty appeal;
 - (c) representing their Association at the Industrial Relations Commission in relation to a disciplinary or Hurt on Duty appeal as an advocate;
 - (d) presenting information on the Association and Association activities at induction sessions for new staff of the New South Wales Police Force; and
 - (e) 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.

36. Association Training Courses

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

36.1.1 Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited WH&S training courses and the conditions on which special leave for such courses will be granted will be negotiated between the Commissioner and the Association under a local arrangement pursuant to clause 14, Local Arrangements, of this Award.

36.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the officer's Association or a training provider nominated by the Association. A maximum of 12 working days (91.2 working hours) in any period of 2 years applies to this training and is subject to the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff.

SECTION 4 - NON-COMMISSIONED OFFICERS

37. Salaries (Other than Detectives and Police Prosecutors)

37.1 Subject to the *Police Act* 1990, and Regulations and any requirements there under and to the provisions of clause 64, Competency Based Incremental Progression (Non-Commissioned Officers), of this Award, a Non-Commissioned Officer (other than Detectives and Police Prosecutors) will, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates.

38. Salaries (Detectives)

38.1 Subject to the *Police Act* 1990, and Regulations and any requirements there under and to the provisions of clause 64, "Competency Based Incremental Progression" (Non-Commissioned Officers), of this Award, a Detective will, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 2 - Detectives' Salaries of Part B, Monetary Rates. In addition to their base salary Detectives will be paid the following allowances in the nature of salary:

38.1.1 the Loading prescribed by clause 40 of this Award; and

38.1.2 an allowance equivalent to a Grade 3 (5 years after permanent appointment) Special Duties Allowance as prescribed in Table 9 - Special Duties Allowances (Non-Commissioned Officers) of Part B, Monetary Rates; and

38.1.3 the allowance as prescribed in Table 7 - Detectives' Special Allowance of Part B, Monetary Rates.

38.2 Upon the day of permanent appointment of a Non Commissioned Officer as a Detective, he/she will transition from Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries to Table 2 - Detectives' Salaries of PART B in accordance with the following table and subject to the provisions of subclause 41.4;

Incremental Level prior to permanent appointment	Incremental Level upon permanent appointment
Probationary Constable (Level 1)	
Constable Level 2	
Constable Level 3	
Constable Level 4	Detective 1st Year
Constable Level 5	Detective 2nd Year
Senior Constable Level 1	Detective 3rd Year
Senior Constable Level 2 Step 1	Detective 4th Year

Senior Constable Level 2 Step 2	Detective 4th Year
Senior Constable Level 3 Step 1	Detective 5th Year
Senior Constable Level 3 Step 2	Detective 5th Year
Senior Constable Level 3 Step 3	Detective 5th Year
Senior Constable Level 4 Step 1	Detective 6th Year
Senior Constable Level 4 Step 2	Detective 6th Year
Senior Constable Level 5 Step 1	Detective 7th Year
Senior Constable Level 5 Step 2	Detective 7th Year
Senior Constable Level 6	Detective 8th Year
Senior Constable (more than 1 years service on Level 6)	Detective 9th Year
Sergeant 1st year	Detective Sergeant 1st Year
Sergeant 2nd year	Detective Sergeant 2nd Year
Sergeant 3rd year	Detective Sergeant 3rd Year
Sergeant 4th year	Detective Sergeant 3rd Year
Sergeant 5th year	Detective Sergeant 4th Year
Sergeant 6th year	Detective Sergeant 4th Year
Sergeant 7th year	Detective Sergeant 5th Year
Sergeant 8th year	Detective Sergeant 5th Year
Sergeant 9th year	Detective Sergeant 6th Year
Senior Sergeant 1st year	Detective Senior Sergeant 1st Year
Senior Sergeant 2nd year	Detective Senior Sergeant 1st Year
Senior Sergeant 3rd year	Detective Senior Sergeant 2nd Year
Senior Sergeant 4th year	Detective Senior Sergeant 3rd Year
Senior Sergeant 5th year	Detective Senior Sergeant 4th Year

- 38.3 Non-Commissioned Officers who are classified as Constable Level 2, Constable Level 3, Senior Constable Level 6 (more than 1 years' service on level 6) will, as at the date of transition to the Detectives' salary scale, be entitled to their next increment 12 months from the date of such transition. All other Non-Commissioned Officers who are permanently appointed as a Detective will retain their existing increment date.
- 38.4 A Non-Commissioned Officer who ceases to be a Detective will revert to the rank and increment level he or she would have otherwise occupied had they not been appointed as a Detective. This does not preclude action under section 173 of the *Police Act* 1990.
- 38.5 No directed transfers (involuntary) out of a criminal investigation position are to occur without reference to and approval of the Commander, Human Resources.

39. Salaries (Police Prosecutors)

- 39.1 Subject to the *Police Act* 1990 and Regulations, and to the provisions of clause 63, Competency Based Incremental Progression (Non-Commissioned Officers) of this Award, a Police Prosecutor will, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 3 - Police Prosecutors Salaries of PART B, Monetary Rates from the first pay period on or after 29 March 2012. In addition to their base salary Prosecutors will be paid the following allowances in the nature of salary:

39.1.1 the Loading prescribed by Clause 40, Loading, of this Award; and

39.1.2 an allowance equivalent to a Grade 4 (5 years after permanent appointment) Special Duties Allowance as prescribed in Table 9 - Special Duties Allowances (Non-Commissioned Officers) of PART B, Monetary Rates; and

39.1.3 the allowance as prescribed in Table 8 - Prosecutors' Special Allowance of PART B, Monetary Rates.

- 39.2 On and from the first full pay period after the officer is notified they have successfully completed the Prosecutor Education Program (PEP), or is a Police Prosecutor on 29 March 2012, a Non-Commissioned Officer will transition to Table 3 - Police Prosecutors Salaries of Part B, Monetary Rates in accordance with the following table:

Incremental Level prior to permanent appointment	Incremental Level upon completion of the PEP
Probationary Constable (Level 1)	Police Prosecutor 1st Year
Constable Level 2	Police Prosecutor 1st Year
Constable Level 3	Police Prosecutor 1st Year
Constable Level 4	Police Prosecutor 1st Year
Constable Level 5	Police Prosecutor 2nd Year
Senior Constable Level 1	Police Prosecutor 3rd Year
Senior Constable Level 2 Step 1	Police Prosecutor 4th Year
Senior Constable Level 2 Step 2	Police Prosecutor 4th Year
Senior Constable Level 3 Step 1	Police Prosecutor 5th Year
Senior Constable Level 3 Step 2	Police Prosecutor 5th Year
Senior Constable Level 3 Step 3	Police Prosecutor 5th Year
Senior Constable Level 4 Step 1	Police Prosecutor 6th Year
Senior Constable Level 4 Step 2	Police Prosecutor 6th Year
Senior Constable Level 5 Step 1	Police Prosecutor 7th Year
Senior Constable Level 5 Step 2	Police Prosecutor 7th Year
Senior Constable Level 6	Police Prosecutor 8th Year
Leading Senior Constable Level 1 Step 1 or Step 2, and Senior Constable Level 6 with more than 1 years service on Level 6	Police Prosecutor 9th Year
Leading Senior Constable Level 2, and Senior Constable Level 6 with more than 2 years service on Level 6	Police Prosecutor 10th Year
Sergeant 1st year	Prosecutor Sergeant 1st Year
Sergeant 2nd year	Prosecutor Sergeant 2nd Year
Sergeant 3rd year	Prosecutor Sergeant 3rd Year
Sergeant 4th year	Prosecutor Sergeant 3rd Year
Sergeant 5th year	Prosecutor Sergeant 4th Year
Sergeant 6th year	Prosecutor Sergeant 4th Year
Sergeant 7th year	Prosecutor Sergeant 5th Year
Sergeant 8th year	Prosecutor Sergeant 5th Year
Sergeant 9th year	Prosecutor Sergeant 6th Year
Senior Sergeant 1st year	Prosecutor Senior Sergeant 1st Year
Senior Sergeant 2nd year	Prosecutor Senior Sergeant 1st Year
Senior Sergeant 3rd year	Prosecutor Senior Sergeant 2nd Year
Senior Sergeant 4th year	Prosecutor Senior Sergeant 3rd Year
Senior Sergeant 5th year	Prosecutor Senior Sergeant 4th Year

- 39.3 Non-Commissioned Officers who are classified as Probationary Constable (Level 1), Constable Level 2, Constable Level 3, Senior Constable Level 6 (more than 1 year's service on level 6) will, as at the date of transition to the Police Prosecutors' salary scale, be entitled to their next increment 12 months from the date of such transition. All other Non-Commissioned Officers who are permanently appointed as a Police Prosecutors will retain their existing increment date.
- 39.4 A Non Commissioned Officer who ceases to perform duty in the Police Prosecutions Command will revert to the rank and increment level he or she would have otherwise occupied had they not been performing duty in the Police Prosecutions Command.

40. Loading

- 40.1 A Non-Commissioned Officer will, in addition to the salary prescribed in clause 37, Salaries (Other than Detectives and Police Prosecutors), of this Award, be paid an allowance calculated to the nearest dollar, at the rate of 11.5% of such salary. The allowance being a loading for work performed on weekends, shift work, recall to duty and other incidents of employment not covered elsewhere in this Award, and including a Loading formerly paid on Annual Leave.

41. Leading Senior Constables

- 41.1 Subject to provisions duly agreed between the Commissioner and the Association a Non-Commissioned Officer of the rank of Senior Constable may be appointed as a Leading Senior Constable.
- 41.2 The Commissioner may revoke the appointment of a Leading Senior Constable at any time. The circumstances under which such an appointment is revoked will be subject to provisions duly agreed between the Commissioner and the Association. The revocation of the appointment of a Leading Senior Constable will not be regarded as reviewable action for the purpose of section 173(3) of the *Police Act* 1990.
- 41.3 Incremental progression for Leading Senior Constables will be subject to the provisions of clause 63 of this Award.
- 41.4 Where a Leading Senior Constable is to be permanently appointed as a Detective or Police Prosecutor as a result of a voluntary transfer to that position, they will immediately prior to their permanent appointment, revert to the Level and Step they would have attained if they had never been appointed as a Leading Senior Constable. Only then will the Non-Commissioned Officer transition in accordance with subclause 38.2.
- 41.5 A Leading Senior Constable, who is involuntarily transferred, involuntarily temporarily transferred or involuntarily seconded to a position that would normally attract the salary of a Detective or Police Prosecutor, will be subject to provisions duly agreed between the Commissioner and the Association.
- 41.6 In circumstances where an officer who has previously held an appointment as a Leading Senior Constable, and who has relinquished such appointment with a view to seeking appointment elsewhere, applies for a further appointment, that such officer may, in their application seek appointment at the level and step previously achieved, and if such an officer succeeds in gaining that further appointment as a Leading Senior Constable, then such officer is to be appointed at the level or step previously held.

Their incremental date however will be the date of taking up duty in the new appointment, and such officer will be required to serve a minimum of twelve months on the level or step at which they were appointed, before being eligible for further incremental movement.

These provisions will not apply to any officer whose previous appointment as a Leading Senior Constable was revoked for any reason whatsoever or who has voluntarily relinquished their appointment in circumstances of adverse performance assessments.

42. Special Duties Allowance

- 42.1 In addition to the rates prescribed for Non Commissioned Officers by clause 37, Salaries (Other than Detectives and Police Prosecutors) and clause 40 Loading of this Award a Non-Commissioned Officer who holds a position set out hereunder will on the determination of the Commissioner be paid the appropriate allowance prescribed in Table 9 - Special Duties Allowances (Non-Commissioned Officers) of PART B, Monetary Rates of this Award, provided that, in respect to grades 1 to 4, where more than one rate applies to a Non-Commissioned Officer they will only be entitled to one rate namely the higher or highest;

42.2 Gradings

Grade 1

Trainee Prosecutor, Legal Services

Part Time Rescue/Bomb Operator, State Protection Group

Teacher, Operational Safety Trainer, Weapons Instructor Part Time, Local Area Commands

Breath Analysis Operative, Breath Analysis and Research Unit

Highway Patrol Officer, Local Area Commands and Traffic Services

Policy Officer, Traffic Policy

Analyst/Senior Analyst Workforce Planning, Human Resource Services

Surveillance Operative, State Surveillance Branch, State Intelligence Command

Tactical Airborne Technician, Technical Surveillance Operative, Police Aviation Command, Police Transport and Public Safety Command

Senior Operations Officer, Communications

Negotiator Part time, Local Area Commands and Specialist Sections

State Protection Support Unit Part time Operative, Country Local Area Commands

Protection Officers, Protection Operations Unit, Anti-Terrorism and Security Group.

Instructor, Mounted Police Unit

Covert Investigation Unit, Professional Standards Command

Grade 2

Armoury Technician, Armoury, State Protection Group

Investigator, Crash Investigation Unit

Diver, Police Diving Unit

Teacher, Driving Instructor, Police Driver, Education and Training

Engineering Investigator, Engineering Investigation Unit, Forensic Evidence & Technical Services Command

Master Class V, Marine Area Command

Incident Reconstruction Operative, Forensic Evidence & Services Command

STIB Operative, State Technical Investigation Unit, Technical Evidence and Science Branch, Forensic Evidence & Technical Services Branch

Teacher, Foundational Studies, Education and Training,

Teacher, Continuing Education, Education and Training

Teacher, Operational Safety Trainer, OSTU, Westmead, Goulburn and Regions

Technical Officer, Metropolitan Radio Network

Technical Officer, Radar Engineering Unit

Telecommunications Interception Branch Advisory Committee (TIBAC), High Tech Crime Branch, Forensic Evidence & Technical Services Command

Grade 3

Crime Scene Examiner, Forensic Evidence & Technical Services Command

Investigator (Detective), Local Area Commands, State Crime Command and Specialist Commands

Document Examiner, Forensic Evidence & Technical Services Command

Fingerprint Technician, Forensic Evidence & Technical Services Command

Firearms/Ballistics Examiner, Forensic Evidence & Technical Services Command

Rescue/Bomb Operator, Tactical Operations Group

Criminal Profiler, Practitioner, Crime Faculty

Electronic Evidence Officer, Digital Forensics Unit, High Tech Crime Branch, Forensic Evidence & Technical Services Command

Negotiator Full Time, Negotiations Unit, Tactical Operations Group

Covert Applications Unit, Operational Legal Services, Police Prosecutions and Licencing Enforcement Command

Grade 4

Management Action and Workplace Services (MAWS) Legal Advice Team, Professional Standards Command

Employment Law Unit, Legal Advice Team, Office of the General Counsel

42.3 Any Non-Commissioned Officer classified as a Detective or a Police Prosecutor, as defined in clause 3, Definitions, will not be entitled to any Special Duties Allowance.

42.4 Any Non-Commissioned Officer who is paid the Forensic Services Group Expert Allowance pursuant to clause 43 will not be entitled to any Special Duties Allowance.

43. Forensic Services Group Expert Allowance

43.1 In addition to the rates prescribed for Non-Commissioned Officers by clause 37, Salaries (Other than Detectives and Police Prosecutors) and clause 40, Loading, of this Award a Non-Commissioned Officer attached to Forensic Services Group who is recognised as an Expert in accordance with subclause 43.2, will be paid an annual allowance as prescribed in Table 10 - Forensic Services Group Expert Allowance of PART B, Monetary Rates (paid fortnightly) on and from the beginning of the first full pay period after;

43.1.1 a Non-Commissioned Officer obtains expert recognition, or

43.1.2 29 March 2012,

whichever is the later.

43.2 For the purposes of clause 43.1, a Non - Commissioned Officer receives expert recognition for the relevant forensic science discipline in accordance with the following:

Discipline	Expert Recognition
Fingerprint Examination	Australasian Forensic Field Sciences Accreditation Board certification
Crime Scene Investigation	Australasian Forensic Field Sciences Accreditation Board certification
Ballistics/Firearms Examination	Australasian Forensic Field Sciences Accreditation Board certification
Document Examination	Authorisation by the Commander Forensic Services Group to conduct both General Document Examination and Handwriting/Signature Examination

43.3 A Non-Commissioned Officer in receipt of the Forensic Services Group Expert Allowance will cease to be paid the allowance from the beginning of the first full pay period after they leave the Forensic Services Group, or from the beginning of the first full pay period after they are advised in writing that they have failed to maintain their Expert Recognition. The officer must provide to the Commander Forensic Services Group a copy of any correspondence advising he/she has lost Expert Recognition within seven (7) days of receipt.

44. Regional Target Action Group (Tag)/Anti-Theft Unit Allowance

44.1 An officer permanently appointed to a position in a Regional TAG or Antitheft unit may apply for an allowance in accordance with the officer's rank and position at the time of application, as follows:

Rank/Position	Allowance Level
Designated detectives occupying Sergeant Team Leader positions	Grade 3 Special Duties Allowance at the rate of 5 years after permanent appointment and Detectives' Special Allowance
Non Designated Officer occupying Sergeant Team Leader positions	Grade 3 Special Duties Allowance
Designated detectives occupying a position other than Sergeant Team Leader	Grade 3 Special Duties Allowance
Non Designated officer occupying a position other than Sergeant Team Leader	Grade 2 Special Duties Allowance

44.2 Individual applications will be assessed against objective criteria by a committee made up of the NSW Police Force and Police Association of NSW representatives.

44.3 Payment will be subject to approval by the Region Commander and Assistant Commissioner State Crime Command.

45. Tactical Operations Unit Allowance

45.1 In addition to the rates prescribed for Non-Commissioned Officers by clause 37, Salaries (Other than Detectives and Police Prosecutors) and clause 40, Loading, of this Award a Non-Commissioned Officer attached to the Tactical Operations Unit who on the attainment of Modules 1, 2 and 3 of the New Operator Training Program (or upon completion of 3 years service in the unit having attained module 2 - refer note under Level 3 in table 17) will be paid an annual allowance as prescribed in Table 17 - Tactical Operations Unit Allowance of PART B Monetary Rates (paid fortnightly) on and from the beginning of the first full pay period after 1 July 2017. The Special Duties Allowance payable to officers within the Tactical Operations Unit ceases from the beginning of the first full pay period on or after 1 July 2017.

46. Professional/Academic Qualification Allowance

- 46.1 In addition to the rates prescribed for Non-Commissioned Officers by clause 37, Salaries (Other than Detectives and Police Prosecutors), clause 38, Salaries (Detectives), clause 39, Salaries (Police Prosecutors) and clause 40, Loading, of this Award a Non-Commissioned Officer who possesses a qualification set out hereunder will, on the determination of the Commissioner, be paid the appropriate allowance prescribed in Table 11 - Professional/Academic Qualification Allowance (Constable or Senior Constable) of PART B, Monetary Rates, of this Award.
- 46.2 Non-Commissioned Officers will only be entitled to the payment of one allowance, namely the highest, depending upon the qualification held.
- 46.3 On and from the beginning of the first full pay period to commence on or after 1 January 2002 the Professional/Academic Qualification Allowances prescribed by this clause will only apply to Non-Commissioned Officers of and below the rank of Senior Constable who hold vocationally relevant degrees provided that:
- 46.3.1 Vocational relevance will be at the discretion of the Tertiary Scholarship Review Committee;
- 46.3.2 Relevant degrees will not include degrees achieved under any program whereby the New South Wales Police Force meets the course fees including HECS-HELP or FEE-HELP (other than by way of reimbursement under the Tertiary Scholarship Scheme), or provides for the course to be undertaken in normal working time or as study leave, (as opposed to the normal provisions of study time being applied), nor in circumstances where the New South Wales Police Force meets the costs associated with the undertaking of the course or a series of courses, including accommodation costs;
- 46.3.3 Payment of the Professional/Academic Qualification Allowance will cease when a Non-Commissioned Officer achieves their first merit-based promotion.
- 46.3.4 Payment of the Professional/Academic Qualifications Allowance will be suspended for any period a Non-Commissioned Officer is temporarily appointed to the rank of Sergeant and above pursuant to section 67 of the *Police Act 1990*.

47. Special Operations Allowance

- 47.1 A Special Operation is defined as an operation relating to a special event that occurs on a regular or semi-regular basis or the result of a natural disaster or other significant event.
- 47.2 Non Commissioned Officers deployed to a Special Operation as defined and who by virtue of that deployment are required to be accommodated in dormitory style accommodation away from their normal residence will be compensated by the payment of a Special Operations Allowance specified in Table 16 - Special Operations Allowance of PART B, Monetary Rates. The allowance is to compensate for the reduced availability of regular police facilities, use of dormitory style accommodation and the general disability associated with that style of accommodation.

48. On Call Allowances

- 48.1 "On Call" will mean a situation in which a Non-Commissioned Officer is rostered, or directed by a superior officer, to be available to respond forthwith for duty outside of their ordinary working hours or shift. A Non-Commissioned Officer placed on call is required to remain contactable by telephone for all of such time unless working in response to a call or with the consent of their appropriate superior officer. Whilst on call a Non-Commissioned Officer may be required to retain a personal paging device within earshot at all times.
- 48.2 Vehicle Care - When a Non-Commissioned Officer has been placed On Call, and in addition to being on call is required to take charge of a vehicle which is the property of the New South Wales Police Force together with all Police equipment contained within and/or on and provide garage, or other reasonable

parking facilities therefore having regard to its size, such officer will be paid for each 24 hours or part thereof at the rate specified in Table 12, Vehicle Care.

48.3 Rates of Allowance

In addition to the Salaries prescribed in clause 37, Salaries (Other than Detectives and Police Prosecutors), clause 38, Salaries (Detectives), clause 39, Salaries (Police Prosecutors) and clause 40, Loading, a Non-Commissioned Officer placed on call, as defined in subclause 48.1 above, will be paid the appropriate allowance as set out in Table 12 - On-Call Allowances (Non-Commissioned Officers) of PART B, Monetary Rates.

- 48.4 The payment of on call and vehicle care allowances prescribed in Table 12 - On-Call Allowances (Non-Commissioned Officers) of PART B, Monetary Rates. of this Award will not apply in the case of Non-Commissioned Officers performing the role of or relieving in the role of Lock Up Keeper, and in the case of Officers In Charge of one person stations; except when such Non-Commissioned Officers are rostered or directed to remain on call (as defined) which thereby places a restriction on the officer's off duty hours which is greater than that normally expected of those positions.

49. Hours of Duty

- 49.1 The ordinary hours of duty for all Non-Commissioned Officers exclusive of meal breaks will not exceed, on average, 38 hours per week and will be worked from Sunday to Saturday inclusive.
- 49.2 The 38 hour week will be maintained by the general application of flexible rostering which is characterised by Non-Commissioned Officers working an average of 38 hours per week over an approved roster period consistent with flexible rostering guidelines that are agreed between the parties.
- 49.3 In accordance with the flexible rostering guidelines the development of an appropriate roster is subject to the agreement of the relevant Commander/Manager and a simple majority of the Non-Commissioned Officers involved.
- 49.4 Non-Commissioned Officers will be entitled to two (2) rest days in each seven calendar days, or four rest days in each fourteen (14) calendar days.
- 49.5 Rosters will provide Non-Commissioned Officers with an average of 1 complete Sunday off per fortnight and 1 complete weekend per month off duty, as a minimum, unless by agreement between the officer and the Commander. The maximum period that this can be averaged over will be no longer than 12 weeks.
- 49.6 Rosters will be arranged as far as practicable to give at least fourteen (14) days notice of the particular day or days to be allotted as rest days.
- 49.7 A Non-Commissioned Officer will, if practicable, be given at least 24 hours notice of a change of rostered shift, or the proposed deferment or cancellation of any rest day. Changes of shift without 24 hours notice can only be approved by a Commissioned Officer for genuine operational reasons after all other reasonable options have been exhausted. A Non-Commissioned Officer required to perform a shift on a rostered rest day who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift will be paid at the overtime rate specified in clause 52 of this Award for the performance of duty on that shift in lieu of being granted an alternate rest day.
- 49.8 The roster of each Non-Commissioned Officer will, as far as practicable, be arranged so as to allow at least ten (10) hours between the termination of one rostered shift and the commencement of the next rostered shift. Should a Non-Commissioned Officer not be allowed such a break then that period of the shift which falls within the ten (10) hour break will be paid at the rate of time and one half (i.e. half time in addition to ordinary rate). Provided further that this subclause will not apply to the day of changeover from cycles of rostered shifts.
- 49.9 Non-Commissioned Officers will not be directed to work broken shifts.

50. Shift Allowance

- 50.1 A Non-Commissioned Officer who works a full shift will be paid, in addition for each shift actually worked, an allowance in accordance with the following table:

	Commencing Time	Allowance
Day	At or after 6 am and before 10 am	0%
Afternoon	At or after 10am but before 1pm (C Shift)	10%
Afternoon	At or after 1 pm and before 4pm (A Shift)	15%
Night	At or after 4 pm and before 4am (B Shift)	17.5%
Night	At or after 4 am and before 6am (C Shift)	10%

- 50.2 The allowance prescribed in subclause 50.1 above will be based upon the following formula:

$$A = \frac{S}{52.17857} \times \frac{1}{7} \times \frac{1}{8} \times R \times H$$

Where:

A = Shift Allowance Payable (rounded to the nearest cent)

S = The rate of pay for a Sergeant 5th Year as specified in Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates.

R = The relevant percentage rate as prescribed in subclause 50.1 above.

H = Number of ordinary hours in the shift.

- 50.3 For the purpose of making a claim for payment, the shifts attracting a 10% allowance will be known as a "C" shift; the shifts attracting an allowance of 15% will be known as an "A" shift; and the shifts attracting an allowance of 17.5% will be known as a "B" shift.
- 50.4 A Non-Commissioned Officer will not be required to work a full "B" shift for more than seven shifts in any period of 21 days unless payment is made at the rate of time and one half (i.e. a half time in addition to ordinary rate) for the period of each of the rostered shifts exceeding seven and payment is made at the rate of double time for all overtime on any shift.
- 50.5 A Non-Commissioned Officer who, because of the operation of subclause 52.7, Overtime works only part of a shift specified in the above table, will be entitled to the full allowance prescribed for such shift.

51. Meals

- 51.1 A Non-Commissioned Officer will be allowed an unbroken period of not less than thirty minutes each shift for meals.
- 51.2 A Non-Commissioned Officer will not normally be required to work more than five hours without a meal break. Provided that where shifts in excess of 10 hours are worked the additional meal break, brought about by the operation of this subclause, will be a paid crib break of no more than 20 minutes duration.
- 51.3 A Non-Commissioned Officer who actually incurs expense in purchasing a meal:
- 51.3.1 when they have worked more than one half hour beyond the completion of a rostered shift or;
- 51.3.2 where they have performed duty at a place where no reasonable facilities were available for partaking of a meal; or

51.3.3 where they are performing escort duty and cannot carry a meal;

will be entitled to be compensated in accordance with the rates prescribed in Table 13 - Meal Allowances (Non-Commissioned Officers) of PART B, Monetary Rates. Provided where the actual expenditure exceeds the rates prescribed a Non-Commissioned Officer will be entitled to a refund of amounts actually paid upon production of receipts.

52. Overtime

- 52.1 All overtime worked by a Non-Commissioned Officer outside of the ordinary hours of work prescribed by clause 49, Hours of Duty, will be at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until completion of the overtime work. Provided that a Non-Commissioned Officer who works overtime on a public holiday prescribed in clause 63, Public Holidays, will be paid for such time at the rate of double time for the first two hours and double time and one half thereafter. Except as provided for in this subclause or subclause 52.8, in computing overtime, each day's work will stand alone.
- 52.2 Overtime will be calculated to the nearest quarter hour provided that periods of less than a quarter hour will not be counted.
- 52.3 Overtime for Non-Commissioned Officers will be calculated on an hourly rate of pay assessed on total annual salary of a Non-Commissioned Officer comprising the rate of salary prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates and those allowances, excluding the loading prescribed by clause 40, Loading, of this Award, which constitute salary and attract superannuation deductions.
- 52.4 In lieu of the provisions of subclause 52.3 above;
- 52.4.1 overtime for Detectives will be calculated on an hourly rate of pay assessed on total annual salary of a Detective comprising the rate of base salary prescribed by Table 2 - Detectives' Salaries of PART B, Monetary Rates and those allowances that constitute salary and attract superannuation deductions excluding the loading prescribed by clause 40 Loading of this Award and excluding the Allowance prescribed by Table 7 - Detectives' Special Allowance - PART B, Monetary Rates, and
- 52.4.2 overtime for Police Prosecutors will be calculated on an hourly rate of pay assessed on total annual salary of a Police Prosecutor comprising the rate of base salary prescribed by Table 3 - Police Prosecutors Salaries of PART B, Monetary Rates, and those allowances that constitute salary and attract superannuation deductions excluding the loading prescribed by clause 40, Loading, of this Award and excluding the Allowance prescribed by Table 8 - Prosecutors' Special Allowance - PART B, Monetary Rates
- 52.5 Time spent travelling will not be calculated as overtime for the purpose of this clause unless a Non-Commissioned officer is performing a specific task (e.g. prisoner or money escort).
- 52.6 Approval to work overtime will be obtained from the appropriate delegated officer at the time, or where this is not feasible, the circumstances will be reported at the first available opportunity to the appropriate officer who will, if the working of overtime was justified, certify that the work was necessarily performed.
- 52.7 Where a Non-Commissioned Officer works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least ten (10) consecutive hours off duty between these times, they will be released after the completion of such overtime until the Non-Commissioned officer has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the direction of the Non-Commissioned Officer's superior, he/she resumes or continues work without having had such ten (10) consecutive hours off duty, they will be paid at the rate of double time (single time in addition to ordinary rate when such work occurs during an ordinary rostered shift) until

they are released from duty for such period and the Non-Commissioned Officer will then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that all overtime worked as a result of a recall will not be regarded as overtime for the purpose of this subclause when the actual time worked is less than three hours on such recall or on each of such recalls.

- 52.8 In situations where two (or more in the case of multiple recalls) periods of overtime are worked on one day, then only the time actually worked will count for the determination of the payment of double time.

53. Recall to Duty

- 53.1 A "recall to duty" is the interference with the period of time off work between the arrival of a Non-Commissioned Officer at home after the conclusion of one shift and the commencement of the next rostered shift caused by the necessity for a Non-Commissioned Officer to perform their duty and whether such recall is at the direction of a senior officer of the New South Wales Police Force or by the reasonable action of a Non-Commissioned Officer responding in the public interest. A recall;

53.1.1 commences when the Non-Commissioned Officer commences duty (excluding travel from home) and terminates when the duty is completed (excluding travel to home) or the commencement of the next shift whichever is the sooner or

53.1.2 in the case of a Non-Commissioned Officer directed or rostered on call, as defined in subclause 48.1, who takes home a fully equipped specialist vehicle, commences when the Non-Commissioned Officer leaves home and terminates upon arrival at home or the commencement of the next shift whichever is the sooner.

Note: A "fully equipped specialist vehicle" referred to in paragraph 53.1.2 means the vehicle is equipped for the specific requirement of the recall versus a mode of transportation. Examples of a fully equipped specialist vehicle would include:

- (a) a Forensic Services vehicle carrying crime scene examination equipment; or
- (b) a Wireless Network Services vehicle carrying radios or electronic maintenance equipment; or
- (c) a Rescue and Bomb Squad Vehicle; or
- (d) a Tactical Operations Unit vehicle which is fully equipped with specialist weapons and/or equipment for the purpose of the recall, or
- (e) a Dog Unit Vehicle modified for and carrying a Police Dog/s.

A vehicle with a police radio, bullet resistant vest, lights and sirens, mobile data terminal etc. is not considered a fully equipped specialist vehicle for the purpose of paragraph 53.1.2 when it is used solely as transportation to and from the recall.

- 53.2 A Non-Commissioned Officer recalled to duty will be paid, subject to subclause 52.7, Overtime for the time worked on such recall to duty between normal rostered shifts a minimum of three hours at the overtime rate specified in subclause 52.1, Overtime, for each time they are recalled, except where such duty is continuous with the commencement of the next rostered shift.
- 53.3 A Non-Commissioned Officer recalled to duty within three hours of the commencement of the next rostered shift will be paid at the appropriate overtime rate from the time of recall to the time of commencement of such shift.
- 53.4 The minimum period for the payment of overtime worked specified in subclause 52.2, Overtime will not apply to entitlements under this clause.

- 53.5 A Non-Commissioned Officer who performs the duty for which they are recalled within the minimum period of three hours will not be required to undertake any additional duty for the remainder of the three hour period.
- 53.6 A Non-Commissioned Officer recalled to duty whose period of duty and travel to and from the place where duty is performed exceeds three hours will , in addition to payment for the recall to duty, be compensated at the rate specified for travelling time in clause 59, Travelling Time for any period of travel exceeding one hour.
- 53.7 In the case of multiple recalls to duty a Non-Commissioned Officer will be compensated by payment of the minimum of three hours for each recall provided either:
- 53.7.1 a lapse of at least one hour in time has occurred between the completion of the previous paid recall and the time of the subsequent recall; or
- 53.7.2 the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall.
- 53.8 Recall During Annual and Extended Leave
- 53.8.1 A Non-Commissioned Officer recalled to duty during any period of annual or extended leave may elect to be re-credited with a full day's leave for each day or part thereof involved in the recall to duty or to be paid a minimum of eight hours at the rate of time and one half for each day or part thereof. (i.e. time and one half in addition to ordinary rate). For the purpose of this subclause a full day's leave will equate to an ordinary rostered shift in accordance with the agreed flexible roster under which the Non-Commissioned Officer is working at the time the leave is taken.
- 53.8.2 Time worked in excess of eight hours on any recall to duty during annual or extended leave will be compensated at the rate of double time.
- 53.8.3 Travelling time incurred in any recall to duty from annual or extended leave which falls outside the minimum eight hours granted under paragraph 53.8.1 above will be compensated at the rate of ordinary time.
- 53.9 Recall on Public Holiday
- A Non-Commissioned Officer recalled to duty on a public holiday will be paid in accordance with subclause 53.2 above.
- 53.10 Recall on Rest or Recurrent Leave Day
- A Non-Commissioned Officer recalled to duty on a rest or recurrent leave day may elect:
- 53.10.1 to be compensated for such recall in accordance with this clause; or
- 53.10.2 to be rostered to commence a normal flexible shift from the time of recall payable at the overtime rate specified in subclause 52.1, Overtime in lieu of being re-credited with an alternate rest or recurrent leave day.

54. Court Attendance Between Shifts

- 54.1 A Non-Commissioned Officer recalled to duty to attend court will be compensated in accordance with clause 53, Recall to Duty.
- 54.2 A Non-Commissioned Officer required to attend court who has completed a "B" shift and has insufficient time to return to their home before attending court will be paid:

- 54.2.1 at the overtime rate specified in subclause 52.1, Overtime for the period between the termination of the shift and the completion of duty at court less meal break; and
- 54.2.2 a meal allowance at the appropriate rate.
- 54.3 A Non-Commissioned Officer who has attended court and has insufficient time to return to their home before commencing their next shift may be paid:
- 54.3.1 at the overtime rate specified in subclause 52.1, Overtime for the period between the commencement of duty at court and the commencement of the rostered shift less meal break, and, a meal allowance at the appropriate rate or
- 54.3.2 If the New South Wales Police Force requirements permit, he/she may elect to complete a normal flexible shift from the time of commencement of duty at court in lieu of being paid overtime.

55. Lockup Keepers' or Sole Detective's Recall

A Non-Commissioned Officer performing duty as a Lockup Keeper or Sole Detective attached to a station will be compensated for recalls to duty as follows:

- 55.1 A Non-Commissioned Officer will be paid for a minimum period of one hour at the rate of time and one half when that officer is recalled to answer telephone or door calls between the hours of 11 pm and 8 am. Provided that in the case of a Non-Commissioned Officer required to work a full shift, commencing at or after 4 pm and before 4 am, an equivalent period of sleep (i.e. 9 hours) upon the termination of that duty will be recognised for payment of telephone/door calls in the manner prescribed above.
- 55.2 A Non-Commissioned Officer will be paid a minimum period of one hour at the rate of time and one half when he/she is required to leave the residence and enter the lockup for purposes such as consulting or making entries in official records, or, in the case of a Lockup Keeper, receiving charges preferred by any police officer.
- 55.3 The provisions of subclauses 55.1 and 55.2 above will also apply in cases where a Non-Commissioned Officer other than the Lockup Keeper or Sole Detective undertakes the duties of the Lockup Keeper or Sole Detective and is similarly recalled.
- 55.4 Where a recall to duty mentioned in subclauses 55.1, 55.2 and 55.3 above is within one hour of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the rate of time and one half for the time of recall to the time of commencement of such shift.
- 55.5 A Non-Commissioned Officer will be paid for a minimum of three hours, subject to subclause 52.7, Overtime, at the overtime rate specified in subclause 52.1, Overtime each time the duty performed involves leaving the residence or lockup and proceeding to any other place than the police office, whether such place is in the same building as the lockup or adjacent premises.
- 55.6 Where the recall to duty mentioned in subclause 55.5 above is within three hours of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the overtime rate specified in subclause 52.1, Overtime from the time of recall to the time of commencement of such shift.
- 55.7 In the case of multiple recalls a Non-Commissioned Officer will be compensated by payment for the minimum prescribed in this clause for each recall provided that either:
- 55.7.1 a lapse of at least one hour in time has occurred between the completion of the duty performed on the previous paid recall and the time of the subsequent recall; or
- 55.7.2 the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time

of the subsequent recall. Provided further that the same time restrictions prescribed in subclause 55.1 will also apply in the case of multiple telephone/door calls.

- 55.8 The provision of subclauses 53.2, 53.3, 53.7, 53.9, Recall to Duty, will not apply to this clause. Provided that the provisions of paragraphs 53.8.1 and 53.8.3 will only apply in the case of recalls which attract a minimum of 3 hours payment.

56. On Call Detectives Recall

A Non-Commissioned Officer performing duty as an On Call Detective will be compensated for recalls to duty as follows;

- 56.1 A Non-Commissioned Officer engaged as an on call Detective, as provided in subclause 48.1, On Call Allowance, will be paid for a minimum period of one hour at the rate of time and one half when that officer is recalled to answer duty related telephone or door calls whilst rostered on call.
- 56.2 Where the recall mentioned in subclause 56.1 above is within one hour of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the rate of time and one half from the time of the recall to the time of commencement of such shift.
- 56.3 Where the recall mentioned in subclause 56.1 exceeds one hour, through a protracted telephone call or the necessity of the officer to make further inquiries which are work related and directly related to the initial phone call received, payment will continue at the rate of time and one half until the finalisation of inquiries. In such case payment should be calculated to the nearest quarter hour. Periods of less than a quarter of an hour are to be disregarded.
- 56.4 In the case of multiple recalls a Non-Commissioned Officer will be compensated by payment for the minimum period prescribed in this clause for each recall provided that either;
- 56.4.1 a lapse of at least one hour in time has occurred between the completion of the duty performed on the previous paid recall and the time of the subsequent recall; or
- 56.4.2 the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall.
- 56.5 For the purpose of this clause an On Call Detective will mean a Non-Commissioned Officer who is a designated Detective and permanently appointed to criminal investigation duty. It will also apply to Non-Commissioned Officers who are non-designated but are permanently appointed to criminal investigation duties for the purpose of achieving designation as a Detective.
- 56.6 An On Call Detective will also mean a Non-Commissioned Officer who has been temporarily transferred or seconded to criminal investigation duties, and has been rostered on call in that capacity.
- 56.7 A Non-Commissioned Officer engaged as an on-call Detective who is recalled to duty away from their home but is called off before arriving at the place where duty is to be performed will be paid in accordance the provisions of this clause for all time spent travelling in connection with the recall. Such payment will be in lieu of any entitlement under clause 53, Recall to Duty.

57. On Call Telephone Recall (Other than Detectives)

- 57.1 A Non-Commissioned Officer placed on call, as provided in subclause 48.1, On Call Allowance, will be provided time off in lieu at the overtime rate prescribed at clause 52, Overtime, when that officer is recalled to answer duty related telephone or door calls whilst rostered on call.
- 57.2 A Non-Commissioned Officer (other than a Detective) while on call who is recalled to duty away from their home but is called off before arriving at the place where duty is to be performed will be paid in accordance the provisions of this clause for all time spent travelling in connection with the recall. Such payment will be in lieu of any entitlement under clause 53, Recall to Duty.

58. Penalty Provisions Not Cumulative

- 58.1 Where two or more penalty and/or overtime provisions could apply in a particular situation, the New South Wales Police Force will be bound to pay only one of such provisions. Where the provisions are not identical, the higher or highest, as the case may be, will apply. Provided further that the Public Holiday penalty payable to Non-Commissioned Officers in accordance with subclause 63.1 will be paid in addition to any shift allowance that may be payable in accordance with subclauses 50.1 and 50.4, Shift Allowances.

59. Travelling Time

- 59.1 Travelling time for Non-Commissioned Officers will be compensated by payment at the ordinary time rates on an hour for hour basis up to a maximum of 8 hours in any period of 24 hours.
- 59.2 Travelling time will mean the time spent in the movement of a Non-Commissioned Officer from one locality to another where the primary objective of the journey is the movement of that Non-Commissioned Officer to the latter locality and no specific task other than travelling is directed in advance to be performed by that Non-Commissioned Officer during that period.
- 59.3 A Non-Commissioned Officer will not be regarded as performing a specific task in terms of the definition of travelling time unless their task is the acceptance of responsibilities other than:
- 59.3.1 Driving a vehicle used for police purposes (except in the case of a non-commissioned officer whose main official function is the driving of vehicles used for police purposes).
- 59.3.2 Monitoring police radio broadcasts on the equipment installed in a vehicle used for police purposes (except in the case of a Non-Commissioned Officer whose main official function is the monitoring of police radio broadcasts).
- 59.4 Travelling time will not apply in respect of:
- 59.4.1 Any period of travel during the rostered shift of a Non-Commissioned Officer or any period during which overtime accrues.
- 59.4.2 Any period of travel between the home of a Non-Commissioned Officer and their place of attachment - provided further that where a Non-Commissioned Officer is directed to perform duty at a Section, Branch or Station or other locality other than that to which the Non-Commissioned Officer is attached, the travelling time to and from that Section, Branch or Station or other locality which exceeds that taken in travelling time between their home and their place of attachment will be compensated in terms of subclause 59.1 above.
- 59.4.3 Any period where a Non-Commissioned Officer is travelling by ship upon which meals and accommodation are provided and by train between the hours of 11pm and 8am when sleeping accommodation is provided.
- 59.4.4 Any period of travel by a Non-Commissioned Officer proceeding on transfer, temporary transfer or interchange duty.
- 59.4.5 Any period of travel by a Non-Commissioned Officer recalled to duty in terms of subclause 53.1, Recall to Duty. Provided that any Non-Commissioned Officer so recalled to duty who resides at such a distance from the place to which they are recalled that they cannot reasonably travel from their place of residence and return to their residence within the minimum of 3 hours will be paid at ordinary time rates for all time spent travelling in connection with such recall in excess of one hour.
- 59.4.6 Any period of travel by metropolitan officers to or from non-residential in-service training courses where such courses are conducted within the metropolitan area.

59.4.7 Any period between the arrival of a Non-Commissioned Officer at their destination or a place en route to their destination where accommodation is provided and the departure from their destination or the place en route to their destination. Provided further that on the day of arrival of a Non-Commissioned Officer at their destination and on the day of departure from their destination for the journey home or place of attachment she/he will be compensated in terms of subclause 59.1 for one third of the period:

- (a) Between the time of arrival and commencement of duty or rostered shift;
- (b) Between the time of completion of duty or rostered shift and time of departure.

For the purpose of this paragraph any period between the hours of 6pm and 8am during which a Non-Commissioned Officer is provided with accommodation at their destination will be disregarded.

59.5 Where a Non-Commissioned Officer performs duty at a place other than the Station, Section or Branch to which they are attached, the time taken travelling to and from such place in excess of normal travelling time between their home and place of attachment will be compensated by payment at the travelling time rate, as specified in subclause 59.1.

59.6 A Non-Commissioned Officer travelling in accordance with subclause 59.5 above will be entitled to recover from the New South Wales Police Force the cost of any fares in excess of those normally incurred in travelling between their home and place of attachment.

60. Time in Lieu of Payment of Travelling Time and Overtime

60.1 A Non-Commissioned Officer may elect, with the approval of their commander/manager, to take time off in lieu of payment for their entitlements under the provisions of Clause 52 Overtime, or Clause 59 Travelling Time.

60.2 When a Non-Commissioned Officer works any overtime or incurs any travelling time they may aggregate the entitlements in respect of such overtime or travelling time and elect to take time off in lieu of payment for those entitlements.

60.3 Time off in lieu will be calculated at the same rate that would have applied to the payment of overtime and travelling time in terms of clauses 52 and 59.

60.4 Time off in lieu will generally be taken when sufficient time has been accrued to enable a full shift or multiples thereof, to be taken off duty. Time off in lieu may be combined with other forms of leave to enable a full shift to be taken off duty. Subject to operational convenience a commander/manager may approve applications for time off in lieu of less than a full shift.

60.5 Subject to the provisions of this clause Non-Commissioned Officers who have an entitlement to overtime or travelling time may elect to take part of their entitlement as time off in lieu and receive payment for the remaining portion of the entitlement. A Non-Commissioned Officer cannot be compelled to take time off in lieu of payment for overtime or travelling time.

60.6 Unless otherwise approved by the Commissioner, the maximum amount of time off in lieu accrued by a Non-Commissioned Officer will not exceed 48 hours. Where a Non-Commissioned Officer has exceeded the accrual limit prescribed by this subclause no further applications for time off in lieu will be approved until a suitable reduction has been made to the total time off in lieu entitlement.

61. Relieving Duty

61.1 Any constable relieving a Sergeant or Senior Sergeant for not less than 1 week during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Sergeant 1st Year.

- 61.2 Any Sergeant relieving a Senior Sergeant for a period of not less than 1 week and during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this award for a Senior Sergeant 1st Year.
- 61.3 Any Constable, Detective or Police Prosecutor relieving a Detective Sergeant or Detective Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Detective Sergeant 1st Year.
- 61.4 Any Sergeant, Detective Sergeant, or Prosecutor Sergeant relieving a Detective Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Detective Senior Sergeant 1st Year.
- 61.5 Any Constable, Detective Constable or Police Prosecutor Constable relieving a Prosecutor Sergeant or Prosecutor Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Prosecutor Sergeant 1st Year.
- 61.6 Any Sergeant, Detective Sergeant or Prosecutor Sergeant relieving a Prosecutor Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Prosecutor Senior Sergeant 1st year
- 61.7 Any Non-Commissioned Officer relieving a Commissioned Officer for not less than one week and during such period of relief performing the duties of the relieved officer, will be paid for the whole period of relief an allowance at the rate of the difference between their salary and the salary fixed by this Award for an Inspector 1st Year.
- 61.8 Provided that:
- 61.8.1 these provisions will not apply to where the relieved officer, due to him/her having been promoted but not transferred, is performing duties which would normally be carried out by an officer of lower rank;
- 61.8.2 for the purpose of this provision a week will mean a period of 7 consecutive calendar days inclusive of any rest or recurrent leave days rostered during that period;
- 61.8.3 periods of less than 1 week will not be taken into account.
- 61.9 A Non-Commissioned Officer permanently assigned by the Commissioner to duties of a rank or position higher than their own will continue to be paid the allowance prescribed in this clause whilst the Non-Commissioned Officer is on leave.

62. Allowance for Officers Relieving into a Detectives Position at Rank

- 62.1 A Non Commissioned Officer who relieves into a Criminal Investigation position at rank and performs the duties of that position for more than 6 months will be paid an allowance at the rate of the difference between their salary and the salary they would have received had they been permanently appointed to a Criminal Investigation position.
- 62.2 Payment of the allowance referred to at subclause 62.1 above will commence from the end of the six month period.
- 62.3 A Non Commissioned Officer who during a period of relief at subclause 62.1, is permanently appointed to a Criminal Investigation position, will have their increment backdated from the commencement of the continuous period of relief.

- 62.4 Any period of relief to which subclause 62.1 applies which is continuous with the commencement of this award will count for the purpose of subclause 62.1 and 62.3.

63. Public Holidays

- 63.1 Non-Commissioned Officers required to work on the days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public holidays throughout the State, will be paid at the rate of time and one half (i.e. half time in addition to ordinary rate).
- 63.2 A Non-Commissioned Officer rostered to take a public holiday as a rest or recurrent leave day who is subsequently required to work a shift on that public holiday and who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift, will be paid for the performance of duty on that shift in lieu of being granted an alternate rest or recurrent leave day at the overtime rate specified in subclause 52.1 of this Award.

64. Competency Based Incremental Progression

- 64.1 Except as otherwise provided for Leading Senior Constables, Sergeants, Senior Sergeants, Detectives and Police Prosecutors elsewhere in this clause, incremental progression for Non-Commissioned Officers will be based on:

64.1.1 a minimum period of twelve (12) months service on each incremental level or step as defined in Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries, Table 2 - Detectives' Salaries or Table 3 - Police Prosecutors Salaries all of PART B, Monetary Rates; and

64.1.2 compliance with the competency requirements specified in this clause.

- 64.2 It is the responsibility of Non-Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained within clause 64 of this Award.

- 64.3 Commanders/Managers are responsible to ensure that Non-Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This will include but not necessarily be limited to:

64.3.1 ensuring that Non-Commissioned Officers have sufficient time, on duty, to undertake necessary training;

64.3.2 ensuring that Non-Commissioned Officers have access to the necessary training facilities; and

64.3.3 the provision of remedial training where necessary.

- 64.4 Commanders/Managers are not to certify a Non-Commissioned Officer as competent unless satisfied they have met the requirements of this clause.

- 64.5 Competency Requirements

Subject to a Non-Commissioned Officer's rank and level the competency requirements for incremental progression will be:

- 64.5.1 Constable's Education Program

For confirmation as a constable of police, Non-Commissioned Officers must successfully complete the Constable's Education Program and/or meet any other requirements or attain any other qualifications necessary for confirmation as determined by the Commissioner from time to time.

64.5.2 Base Generic Competencies

(a) Maintenance of Defensive Tactics (Including Firearms) and CPR/First Aid Training

Non-Commissioned Officers must meet or exceed the minimum level of competency established by the Commissioner in consultation with the Association. The required level of competency must be attained within the training year (1 July to 30 June) prior to a Non-Commissioned Officer's increment falling due.

A Non-Commissioned Officer who fails to meet the minimum competency will be subject to remedial training.

A Non-Commissioned Officer who fails to meet the minimum level of competency following a course of remedial training will have their increment deferred for the amount of time taken to satisfy the minimum level of competency required.

(b) Physical Fitness Standard

For the purpose of this paragraph illness or injury is not to be regarded as a factor in determining a Non-Commissioned Officer's level of physical fitness.

In the event of an "incident" or "situation" occurring or arising where a Non-Commissioned Officer's level of fitness, taking into account their deployment and age, was a contributing factor to the "incident" or "situation" then such Non-Commissioned Officer may be referred to the NSW Police Force Medical Unit for assessment as to their fitness and development of a remedial program. Such a program will take into account any advice provided by the Non-Commissioned Officer's medical practitioner.

If a Non-Commissioned Officer has not made sufficient progress towards a reasonable level of fitness at the end of the first review period under the program, incremental progression will be deferred by the period between the first review and the time when sufficient progress is made towards a reasonable level of fitness.

The assessment of a Non-Commissioned Officer's level of physical fitness will have regard to their deployment and age.

(c) Driver Status

Safe Driving Policy - A Non-Commissioned Officer who has their status to drive New South Wales Police vehicles revoked pursuant to the Safe Driving Policy is required to undertake a driver development program. Failure to gain driver status at the end of the program will result in deferral of the Non-Commissioned Officer's incremental progression by the period from the conclusion of the program until they satisfy the requirements of the program or have their status reinstated.

A local decision by a Commander/Manager to prohibit a Non-Commissioned Officer from driving will have no effect on incremental progression.

A Non-Commissioned Officer who has their status to drive New South Wales Police vehicles revoked may appeal the decision to the Commissioner in accordance with the Safe Driving Policy.

Civilian Licence - Loss of civilian licence will result in the deferral of incremental progression by the period of that loss.

(d) Computerised Operational Policing (COPS) System Literacy

Subsequent to initial training on the COPS system, Non-Commissioned Officers are expected to be able to utilise the system to the degree necessary to perform their duties.

Where a Non-Commissioned Officer demonstrates a deficiency in the use of the system necessary to perform their duties they will be placed on a remedial program.

If at the end of a program a Non-Commissioned Officer has been unable to overcome their deficiency, their incremental progression will be deferred by the period of time taken to reach the required standard.

Non-Commissioned Officers whose deployment is changed will be provided with further training on the COPS system, which is specific to their new area of deployment.

64.5.3 Mandatory Continuing Police Education (MCPE)

Non-Commissioned Officers are obliged to complete the agreed requisite MCPE program for each training year. Each annual MCPE program will be developed by the Commissioner in consultation with the Association. MCPE programs will cover such topic areas as:
Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

Non-Commissioned Officers who fail to complete the MCPE program within the training year will have their incremental progression deferred by the period between the end of the training year and until completion of the program is achieved. Non-Commissioned Officers who are unable to complete the program due to New South Wales Police requirements will not have their incremental progression deferred as a consequence of not meeting their MCPE obligations.

64.5.4 Objective Test of Policing Knowledge

Within the six months leading up to a change in "Level" as defined in Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates, Non-Commissioned Officers are required to pass an objective test of policing knowledge. Unless determined otherwise, the test will be conducted by way of computer terminal using the New South Wales Police computer network. Sergeants, Senior Sergeants, Detectives and Police Prosecutors will be required to pass the test within the six months leading up to any increment which involves a pay increase.

The Commissioner will be responsible for development, maintenance and integrity of the test in consultation with the Association.

Non-Commissioned Officers may sit a trial of the test as often as they want, subject to New South Wales Police convenience.

Non-Commissioned Officers may fail and re-sit the test, at any time within the six months leading up to the appropriate increment date. However, Non-Commissioned Officers who are unable to pass the test by the appropriate increment date will have their increment deferred until such time as the test is passed.

64.5.5 Performance Management Scheme

An appropriate performance management scheme relevant to rank will be applied to Non-Commissioned Officers. Non-Commissioned Officers are required to perform their duties in accordance with the provisions of the scheme. Non-Commissioned Officers who fail to perform at the agreed level will be placed on a performance management scheme.

If, at the conclusion of the performance management scheme a Non-Commissioned Officer has not satisfied the requirements of the scheme, their incremental progression will be deferred by the period taken to satisfy the scheme.

64.6 Effect on Incremental Progression Where Multiple Competencies Not Satisfied

Should any Non-Commissioned Officer fail to satisfy more than one competency required for incremental progression then the period of loss of incremental progression will be concurrent not cumulative. That is, the competency taking the longest period to satisfy, of any competencies will be the period of deferral of incremental progression.

64.7 Increments Falling Due During a Period of Initial Remedial Training

In the event of a Non-Commissioned Officer's increment falling due during a period of initial remedial training or participation in a performance management scheme, it will not be deferred. However, if such training is not satisfied, progression to the next increment will be deferred by the period of time taken after such training or participation until such time as the Non-Commissioned Officer has reached the required competency standard.

64.8 Requirements for Progression through the Various Ranks and Grades

64.8.1 Progression to Constable Level 2 (Confirmation)

Progression to Constable Level 2 increment will be contingent upon:

- (a) Achievement of 12 months service as a Probationary Constable or any other period as the Commissioner may direct in accordance with clause 13 of the Police Regulation, 2015.
- (b) Successful completion of the Constable's Education Program and/or the attainment of any other qualifications or requirements as determined by the Commissioner from time to time.
- (c) Confirmation as a constable.

64.8.2 Progression to Constable Levels 3, 4, and 5

Progression to Constable Levels 3, 4, and 5 will be contingent upon:

- (a) 12 months service on each previous increment.
- (b) Maintenance of the Base Generic Competencies during the training year prior to the increment falling due. Should the Base Generic Competencies not be satisfied, incremental progression will be deferred in accordance with the provisions of this clause.

64.8.3 Progression Beyond Constable Level 5 (Promotion to Senior Constable)

Progression beyond Constable Level 5 and for promotion to Senior Constable will be contingent upon:

- (a) Successful completion of the Constable's Education Program (or equivalent qualification);
- (b) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.
- (c) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause.
- (d) Meeting the requirements for promotion to Senior Constable as prescribed by Regulations 16 and 17 or 18 of the Police Regulation 2015.

64.8.4 Progression to Each Subsequent Incremental Level (Including Progression within the Sergeant and Senior Sergeant Ranks)

Progression within the ranks of Senior Constable, Sergeant and Senior Sergeant will be contingent upon:

- (a) 12 months service on each previous increment (both level and step).
- (b) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.
- (c) Completion of the Mandatory Continuing Police Education (MCPE) requirements in accordance with the provisions of this clause.
- (d) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause (for progression to each level only).
- (e) Satisfactory performance under the appropriate Performance Management Scheme.

64.9 Effect of Any Deferral of Incremental Progression

64.9.1 The period of deferral of an increment will be determined by the period of time taken to achieve the appropriate competency and/or performance standards in accordance with the provisions of this clause.

64.9.2 Where an increment is deferred:

- (a) within the first 3 years of employment as a Non-Commissioned Officer, the original increment date is to be retained for future increments;
- (b) after the first 3 years of employment as a Non-Commissioned Officer, all future incremental dates are to be varied by the period of deferment.

64.10 Non-Commissioned Officers Medically Excused from Demonstrating Certain Competencies

A Non-Commissioned Officer who, as a consequence of being placed on alternative duties, is medically excused from any activity aimed at demonstrating their competence, will not have normal incremental progression deferred as a result of that non participation. Should a Non-Commissioned Officer return to full duty, within 6 months of their return, they will be required to demonstrate or achieve the required level of skill in the excused competency.

Such Non-Commissioned Officer will be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Non-Commissioned Officer to undergo appropriate remedial training. Should the Non-Commissioned Officer then remain unable to meet the requirements of the particular competency incremental progression will be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this sub clause will be the first increment occurring after the 6 month period.

64.11 Part-time Non-Commissioned Officers

Non-Commissioned Officers working under a part-time arrangement will be subject to the provisions of this clause as if they were a full-time officer. Part-time Non-Commissioned Officers may have their rosters amended to facilitate their compliance with the requirements of this clause. Attendance at any necessary training/assessment may also be facilitated at locations other than the Non-Commissioned Officer's normal place of attachment.

64.12 Effect of Long Term Absences

Non-Commissioned Officers on secondment, full time leave without pay, special leave without pay, extended sick leave and Workers Compensation/Hurt on Duty absences will be regarded as having

satisfied the requirements of any entitlement to incremental progression provided that within 6 months of their return to duty they comply with the requirements of this clause.

Such Non-Commissioned Officers will be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Non-Commissioned Officer to undergo appropriate remedial training. Should the Non-Commissioned Officer then remain unable to meet the requirements of any particular competency, incremental progression will be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this sub clause will be the first increment occurring after the 6 month period.

64.13 Effect of suspension.

64.13.1 When suspended with pay, a Non-Commissioned Officer will be paid at the rate of pay for the officer's level as at the commencement of the suspension.

64.13.2 A suspended Non-Commissioned Officer is not entitled to incremental progression.

64.13.3 Where a Non-Commissioned Officer who was suspended without pay ceases to be suspended and continues as a Police Officer, the officer will be paid for the period of suspension at the officer's rate of pay for the officer's level as at the commencement of the suspension, less any hardship payments that have been paid to the officer.

64.13.4 Where a Non-Commissioned Officer ceases to be suspended and continues as a Police Officer, the officer has six months in which to comply with the requirements of this clause to achieve increment progression for which the officer would have been eligible if not suspended. Where the requirements are met, the officer will be paid increment entitlements effective from the officer's incremental date, or, dates and the officer will be eligible for the next increment on the officer's next increment date.

64.13.5 Where an officer does not achieve incremental progression in accordance with subclause 64.13.4, the officer will remain at the officer's then level until they achieve the requirements for incremental progression. On achieving the requirements for incremental progression the officer will move to the next level and the date of that change will become the officer's new incremental date for all future progression. An officer progressing in accordance with this subclause will not be entitled to any incremental back pay.

64.13.6 An officer will be given appropriate training in order to achieve increment progression. Any subsequent failure to meet incremental progression requirements will require the officer to undergo appropriate remedial training.

64.13.7 This clause only applies to a Non-Commissioned Officer who ceases to be suspended and continues as a Police Officer on or after 9 September 2009.

64.14 Performance Management for Seconded Officers

Non-Commissioned Officers on secondment from the New South Wales Police Force whether by way of Special Leave Without Pay or otherwise, must comply with the requirements, if any, of the seconding organisation's performance management scheme. They must bring with them on return to the New South Wales Police a certificate from the seconding organisation as to their satisfactory compliance to be considered to have maintained the requirements of the Performance Management Scheme. If no such scheme is in place, Non-Commissioned Officers will be required to produce a certificate to that effect from the seconding organisation.

64.15 Effect on Transfers

Non-Commissioned Officers who are prevented from undertaking a competency or attending the required number of MCPE lectures as a consequence of a transfer will have such matters taken into

account in competency assessment. Non-Commissioned Officers who have an outstanding obligation on transfer should immediately notify their supervisor on taking up duty at the new location.

64.16 Leading Senior Constables

In addition to the mandatory competency requirements contained within this clause Leading Senior Constables will be required to satisfy the following for incremental progression;

64.16.1 Passing of an objective test of policing knowledge (relevant to the role and responsibilities of Leading Senior Constable) within a period of one month prior to the anniversary of appointment as a Leading Senior Constable. The passing of a test under the provisions of this paragraph will suffice for the requirements of paragraph 64.5.4.

64.16.2 Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of performance. For the purpose of this paragraph agreed rigorous performance assessment means the Leading Senior Constable and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Leading Senior Constable's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

64.17 Sergeants/Senior Sergeants

In addition to the mandatory competency requirements contained within this clause progression beyond Sergeant 6th Year and Senior Sergeant 4th Year will be based on;

64.17.1 Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual review of the Sergeant and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

64.17.2 Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

64.18 Detectives

In addition to the mandatory competency requirements contained within this clause Detectives will be required to satisfy the following for incremental progression;

64.18.1 Progression up to Detective 8th Year

Designation as a Detective, or currently undertaking, or being prepared to undertake (by way of written commitment) the Detectives Education Program (DEP). The parties recognise that program availability and other factors may impinge upon a Detective's capacity to undertake the DEP.

64.18.2 Progression beyond Detective 8th Year

(a) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective's performance. For the purpose of this sub paragraph performance assessment will include, where appropriate, assessment of the Detective's role as a guide, mentor and trainer of less experienced Detectives.

(b) Completion of or, commitment to undertake or being prepared to undertake courses that raise skill level.

64.18.3 Progression beyond Detective Sergeant 4th Year and Detective Senior Sergeant 3rd Year

- (a) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective Sergeant's/Detective Senior Sergeant's and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Detective Sergeant/Detective Senior Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Detective Sergeant's/Detective Senior Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.
- (b) Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

64.19 Police Prosecutors

In addition to the mandatory competency requirements contained within this clause Police Prosecutors will be required to satisfy the following for incremental progression;

64.19.1 Progression beyond Police Prosecutor 8th Year

- (a) Satisfaction of an agreed rigorous performance assessment regime including bi-annual and annual reviews of the Police Prosecutors performance. For the purpose of this sub paragraph performance assessment will include, where appropriate, assessment of the Police Prosecutors role as a guide, mentor and trainer of less experienced Police Prosecutors.
- (b) Completion of or, commitment to undertake or being prepared to undertake courses that raise skill level.

64.19.2 Progression beyond Police Prosecutor Sergeant 4th Year and Police Prosecutor Senior Sergeant 3rd Year

- (a) Satisfaction of an agreed rigorous performance assessment regime including bi-annual and annual reviews of the Police Prosecutor Sergeant's/Police Prosecutor Senior Sergeant's and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Police Prosecutor Sergeant/Police Prosecutor Senior Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Police Prosecutor Sergeant's/Police Prosecutor Senior Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.
- (b) Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

65. Provision of Uniform

65.1 Suitable uniforms of good quality as approved by the Commissioner after consultation with the Association will be provided to all Non-Commissioned Officers required to wear uniforms.

65.2 Initial Issue**65.2.1 Standard Police Dress Uniform - Initial Issue**

All uniformed Non-Commissioned Officers recruited to the New South Wales Police Force on or after the operative date of this Award will be issued the following items of uniform:

Male Non-Commissioned Officers		Female Non-Commissioned Officers	
Seven (7)	Shirt short sleeve	Seven (7)	Blouse short sleeve
One (1)	Shirt long sleeve	One (1)	Blouse long sleeve
Three (3)	Pants cargo	Three (3)	Pants cargo
One (1)	Trousers L/W Navy	One (1)	Slacks L/W Navy
Two (2)	Boots GP	Two (2)	Boots GP
One (1)	Hat antron Dress male	One (1)	Hat antron Dress female
One (1)	Cap baseball	One (1)	Cap baseball
One (1)	Jacket leather male	One (1)	Leather jacket female
One (1)	Jacket fleece utility	One (1)	Jacket fleece utility
One (1)	Jumper	One (1)	Jumper
Seven (7)	Socks	Seven (7)	Socks
One (1)	Tie male	One (1)	Tie female
One (1)	Vest reflective	One (1)	Vest reflective
One (1)	Search gloves	One (1)	Search gloves
One (1)	Rain jacket yellow	One (1)	Rain jacket yellow
One (1)	Rain trousers yellow	One (1)	Rain trousers yellow
One (1)	Inner belt	One (1)	Inner belt
One (1)	Outer belt	One (1)	Outer belt
One (1)	Capsicum spray carrier	One (1)	Capsicum spray carrier
One (1)	Magazine carrier	One (1)	Magazine carrier
One (1)	Radio belt clip carrier	One (1)	Radio belt clip carrier
One (1)	Set of four keepers	One (1)	Set of four keepers
One (1)	Handcuff pouch	One (1)	Handcuff punch
One (1)	Baton ring	One (1)	Baton ring
One (1)	Torch ring	One (1)	Torch ring
One (1)	Expandable baton holder	One (1)	Expandable baton holder
One (1)	Thigh holster D-Ring	One (1)	Thigh holster D-Ring
One (1)	Cap badge	One (1)	Cap badge
One (1)	Identification badge	One (1)	Identification badge
One (1)	Identification holder	One (1)	Identification holder
One (1)	Identification backing	One (1)	Identification backing
Two (2)	Epaulette	Two (2)	Epaulette

65.2.2 In addition to the above items Non-Commissioned Officers will, on request be supplied, with

a broad brim hat

a pair of sunglasses. Such sunglasses will comply with the appropriate Australian Standard.

65.3 Western Areas - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 65.2 of this clause, Non-Commissioned Officers performing uniform duties in the stations of: -

Ardlethan	Eugowra	Nyngan
Ariah Park	Euston	Oaklands
Balranald	Finley	Pallamallawa
Barellan	Forbes	Parkes
Barham	Garah	Peak Hill
Barmedman	Goodooga	Pilliga
Barooga	Goolgowi	Rankin Springs
Bellata	Griffith	Tallimba

Berrigan	Grong Grong	Tibooburra
Bogan Gate	Gulargambone	Temora
Boggabilla	Gwabegar	Tocumwal
Boggabri	Hay	Tottenham
Boomi	Hillston	Trangie
Bourke	Ivanhoe	Trundle
Brewarrina	Lake Cargelligo	Tullamore
Broken Hill	Leeton	Tullibigeal
Buronga	Lightning Ridge	Ungarie
Burren Junction	Lockhart	Urana
Carinda	Jerilderie	Walgett
Carrathool	Mathoura	Wanaaring
Cobar	Menindee	Warren
Coleambally	Moama	Wee Waa
Collarenebri	Moree	Weethalle
Condobolin	Moulamein	Wentworth
Coonamble	Mungindi	West Wyalong
Dareton	Mulwala	Whitton
Darlington Pt	Narrabri	Wilcannia
Deniliquin	Narrandera	Yanco
Enngonia	Narromine	Yenda
	Nymagee	

will be provided with

two (2) pairs pants cargo

one (1) pair trousers/slacks dress navy.

65.4 Cold Climate Areas (Category 1) - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 65.2 of this clause, Non-Commissioned Officers performing uniform duties in the stations of: -

Aberdeen	Curlewis	Muswellbrook
Albury	Delungra	Nundle
Ashford	Denman	Parkes
Baradine	Dunedoo	Peak Hill
Barraba	Eden	Picton
Bega	Eugowra	Quadialla
Bellbrook	Forbes	Queanbeyan
Bemboka	Gooloogong	Quirindi
Bendemeer	Gravesend	Rand
Bermagui	Greenethorpe	Robertson
Bethungra	Grenfell	Rylstone
Bingara	Gulgong	Scone
Binnaway	Gunnedah	Somerton
Bogan Gate	Harden	Springwood
Bowral	Henty	Stuart Town
Braidwood	Holbrook	Stockinbingal
Bundanoon	Howlong	Tambar Springs
Bundarra	Hume Lake	Tamworth
Bungendore	Inverell	Tarcutta
Campbelltown - HWP	Jugiong	Tathra
Candelo	Kandos	The Oaks
Canowindra	Koorawatha	Tingha
Captains Flat	Kootingal	Trundle
Caragabal	Lake Cargelligo	Tullamore
Cassilis	Manilla	Tullibigeal

Cobargo Comboyne Condobolin Coolah Coonabarabran Corowa Cowra Culcairn	Mendooran Merimbula Merriwa Michelago Mittagong Moonan Flat Moss Vale Mudgee Murrurundi	Wagga Wagga - HWP Walla Walla Warialda Wallendbeen Wellington Werris Creek Windsor Willow Tree Woodstock Yetman Young
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will be provided with:

one (1) pair fleece gloves

four (4) pairs heavy weight socks

65.5 Cold Climate Areas (Category 2)

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 65.2 of this clause, Non-Commissioned Officers performing uniform duties in the stations of: -

Adelong Armidale Bathurst Batlow Binalong Blackheath Blayney Boorowa Capertee Carcoar Collector Cootamundra Cudal Cumnock Deepwater Emmaville Glen Innes	Gloucester Goulburn Goulburn, Police College - School of Traffic and Mobile Policing Greater Hume Region - Crash Investigation Unit Gundagai Gunning Guyra Hill End Holbrook - HWP Katoomba Lawson Lithgow Macquarie Region - Crash Investigation Unit Mandurama Manildra Marulan Millthorpe Molong Mount Victoria	Nowendoc Oberon Orange Penrith - Radio Network Services Unit Portland Queanbeyan - HWP* Richmond - HWP Rockley Talbingo Tarago Tenterfield Trunkey Creek Tumut Uralla Walcha Walcha Rd Wallerawang Yass
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will be provided with:

one (1) fur lined cap

one (1) pair fleece gloves

four (4) pairs heavy weight socks

*Only members of the Highway Patrol who regularly perform duties within the Cooma & Tumut areas within the winter months.

65.6 Alpine Areas - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 65.2 of this subclause, Non-Commissioned Officers performing uniform duties in the Stations of: -

Adaminaby	Khancoban
Berridale	Nimmitabel
Bigga	Oberon
Bombala	Rockley
Cooma	Taralga
Crookwell	Tuena
Delegate	Trunky Creek
Guyra	Tumbarumba
Jindabyne	

will be provided with:

- one (1) pair fleece gloves
- four (4) pairs heavy weight socks
- two (2) waterproof boots
- one (1) fur lined cap
- one (1) Alpine beanie
- four (4) Alpine Snow Skivvies
- One (1) Alpine Snow Vest
- One (1) Snow/Rain jacket
- One (1) Snow/Rain trousers

65.7 Annual Issue

All uniformed Non-Commissioned Officers will be issued, in their second and subsequent years of service, with seven (7) pairs of socks, which will include four (4) pairs of heavy weight socks when attached to the areas specified in subclauses 65.4, 65.5 and 65.6 of this clause.

65.8 Stocking Allowance

A female Non-Commissioned Officer who chooses to perform duties in culottes will be reimbursed for the cost of any stockings, reasonably and necessarily incurred in connection with that uniform. The amount claimable in any calendar year will be not greater than the amount of the stocking allowance as set out in Table 14 - Stocking Allowance (Non-Commissioned Officers), of PART B, Monetary Rates.

Payment of any actual stocking expenses will be subject to the production of receipts, unless the Commissioner is prepared to accept other evidence from the officer.

This clause will apply from the first full pay period commencing on or after 2 October 2009 or when the payment first ceases to be paid into an officer's salary, whichever is the later.

65.9 Plain Clothes Allowance

Non-Commissioned Officers (other than Detectives and Police Prosecutors) required to perform duty in plain clothes will be paid a plain clothes allowance as set out in Table 15 - Plain Clothes Allowances (Non-Commissioned Officers), of PART B, Monetary Rates in lieu of the provision of uniform. (Note:

Non-Commissioned Officers paid as Detectives under clause 38, Salaries (Detectives) and Prosecutors under clause 39, Salaries (Police Prosecutors) will not be entitled to a Plain Clothes Allowance).

65.10 Plain Clothes Allowances will be paid on a pro rata basis where a Non-Commissioned Officer is required to perform duty in plain clothes for part of a year.

65.11 In the case of a Non-Commissioned Officer ordinarily in receipt of a Plain Clothes Allowance, such allowance will not be payable when the Non Commissioned Officer is:

65.11.1 absent on sick leave for a continuous period exceeding 6 months;

65.11.2 absent on leave without pay (including Maternity, Parental and Adoption leave without pay); or

65.11.3 suspended from office.

65.12 Condemnation

Except for the annual issue of socks, all items of uniform will be replaced on condemnation only.

65.13 Interruption to Supply

Should there be an interruption to the supply of any item of uniform specified in this clause, due to circumstances beyond the control of the New South Wales Police Force the Association is to be notified promptly in writing by the New South Wales Police Force of the particular problem and the anticipated date of supply.

65.14 Review of Allowances

The parties agree to review the Plain Clothes Allowance and Stocking Allowance on a needs basis in line with movements in the relevant component of the Consumer Price Index.

66. Air Travel

66.1 Non-Commissioned Officers escorting prisoners in aircraft will be in the ratio of at least one to one. The maximum number of persons in custody being carried in any one aircraft will be two.

66.2 Non-Commissioned Officers required to travel in aircraft in the course of their duty, and prisoners and patients under escort will be insured under the provisions of the New South Wales Treasury Managed Fund.

67. Lockers

67.1 All Non-Commissioned Officers will, at some reasonably convenient place, be provided with a suitable full-length locker.

68. Work of a Menial Nature

68.1 Non-Commissioned Officers will not be required to perform cleaning or similar work.

Section 5 - Commissioned Officers

69. Salaries

69.1 Subject to the *Police Act 1990*, and Regulations and any requirements thereunder and to the provisions of clause 73, "Competency Based Incremental Progression" (Commissioned Officers) of this Award, a Commissioned Officer will, according to the position or rank held and the incremental level achieved, be paid a salary of not less than the amounts prescribed in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates.

- 69.2 The salaries prescribed in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates, of this Award contain a loading in compensation for factors which the "loading" prescribed for Non-Commissioned Officers under clause 40 of this Award is intended to compensate.
- 69.3 The parties recognise the "all up" nature of the Salaries prescribed in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates of this Award, consistent with the description contained in New South Wales Police Circular 91/65, issued on 29 April 1991

70. Hours of Duty

- 70.1 The ordinary hours of duty for all Commissioned Officers will be an overall average, of 38 hours per week.
- 70.2 Consistent with the provisions of subclause 69.3, Salaries, any additional duty required to be performed outside of ordinary hours of duty will attract no additional remuneration.
- 70.3 Commissioned Officers whose performance of work is not subject to regular shift rostering practices will be individually accountable for the proper, efficient and effective management of their time, so as to ensure that the objectives and goals of their commands are met and that all resources of the command are managed in an efficient and effective manner. Such officers will manage their own time subject to the overriding discretion of senior officers to direct the performance of duty.
- 70.4 The parties recognise that the flexibility of working hours in respect to Commissioned Officers referred to in subclause 70.3 above may provide them with an opportunity to avail themselves of additional days off, free of duty, over and above their normal rest days or any other form of normally available paid leave.
- 70.5 With the exception of those Commissioned Officers referred to in subclause 70.6 below, Commissioned Officers will not normally be required to attend for duty on Public Holidays. Any such requirement to attend however, will not attract any additional remuneration or entitlement to time off in lieu except for the accrual of additional annual leave as prescribed in subclause 17.5, Annual Leave.
- 70.6 Commissioned Officers Regularly Rostered to Work Shiftwork on Sundays and Public Holidays

Commissioned Officers who are regularly rostered to work shiftwork on Sundays and Public Holidays will be subject to the provisions of clause 49, Hours of Duty (Non-Commissioned Officers) as if they were Non-Commissioned Officers. Provided further that no overtime will apply to Commissioned Officers where they may be required to work on a cancelled or deferred rest day irrespective of the notice given to work on any such day.

- 70.7 Commissioned Officers other than those Regularly Rostered to Work Shiftwork on Sundays and Public Holidays

The following provisions will apply to Commissioned Officers other than those described in subclause 70.6 above:

- 70.7.1 Commissioned Officers will manage their own time subject to the overriding discretion of their commanders/managers to direct the performance of duty.
- 70.7.2 Commissioned Officers covered by this subclause will generally not be required to attend for duty on Public Holidays. However, any requirement to attend on such days will attract additional annual leave in accordance with subclause 17.5, Annual Leave.

71. Fixed Term Appointment

- 71.1 Each Commissioned Officer will be the subject of a Fixed Term Appointment in accordance with the provisions of Part 6, Division 3 of the *Police Act* 1990.

- 71.2 Subject to the provisions of this Award, there will be a general presumption in favour of renewal of Fixed Term Appointments
- 71.3 Fixed Term Appointments will generally expire only by the efflux ion of time. No occurrence of any nature will have the effect of extending the period of any appointment beyond its nominated expiry date.

72. Non Renewal Benefit

72.1 Commissioned Officers being subject to Fixed Term Appointments in accordance with Part 6, Division 3 of the *Police Act* 1990 will accrue an entitlement to the payment of a benefit, equal to twelve and one half (12.5) percent of total salary earnings for each completed fixed term appointment, in accordance with the following provisions:

72.1.1 The entitlement will commence to accrue from the beginning of the first Fixed Term Appointment of each Commissioned Officer;

72.1.2 The benefit will only be payable in respect of each completed Fixed Term Appointment;

72.1.3 Any Commissioned Officer who resigns or retires (excluding medical retirement where application is supported by the Commissioner) from the New South Wales Police Force during the currency of a Fixed Term Appointment will be regarded as not having completed that particular Term and no benefit will be payable in respect of that incomplete Term. However, all accrued benefits from previously completed Terms will be payable;

72.1.4 Any Fixed Term Appointment terminated, either through the death of the Commissioned Officer, the medical retirement of the Commissioned Officer where application is supported by the Commissioner or upon promotion in accordance with Part 6, Division 3 of the *Police Act* 1990, will be deemed to be a completed Term for the purpose of accrual of the benefit;

72.1.5 In circumstances where a Commissioned Officer is "removed" from the New South Wales Police Force under the provisions of s181D of the *Police Act* 1990 (as amended), there will be no eligibility for the Non Renewal Benefit including previously completed Terms. However, in circumstances where a Commissioned Officer, under the provisions of s181E of the Act, applies for a review by the Industrial Relations Commission of any such "removal" on the grounds that it is harsh, unreasonable or unjust, and such application is upheld by the Industrial Relations Commission, then no matter what the remedy, such Commissioned Officer retains eligibility to the Non Renewal Benefit.

72.1.6 In circumstances however, where in conciliation proceedings, the Commissioner is prepared to consent to a Commissioned Officer's reinstatement for the purpose of allowing the Commissioned Officer to resign, and such reinstatement and resignation is effected, then the usual eligibility criteria, as contained within the provisions of this clause will apply.

72.1.7 Consistent with the provisions of paragraphs 72.1.2 and 72.1.3 above, any entitlement to a benefit will become payable upon termination of employment (including medical retirement where application is supported by the Commissioner) or termination as a result of a decision by the Commissioner not to renew an expired Fixed Term or on accepting a Police Force Senior Executive Service appointment;

(a) Any Commissioned Officer wishing to voluntarily access their accrued benefit earlier than provided for at 72.1.7 for completed fixed term appointments at a reduced rate of 80% may do so by indicating their intention in writing to the Director, Workforce Relations & Reform advising:

- i. that the Officer is voluntarily accessing the benefit for a completed term or terms,
- ii. that the Officer acknowledges that the benefit will be paid at a rate of 80%, and

- iii. that the Officer agrees to forfeit the remaining 20% of the benefit that would have been payable for the completed term or terms.

72.1.8 Commissioned Officers who are appointed to a position with the Police Senior Executive Service will have the amount of their benefit capped as at the date of such appointment and that benefit will be available at that capped amount in accordance with the provisions within;

72.1.9 Commissioned Officers who (whether through the exercise of a right of return or otherwise) enter into a Fixed Term Appointment, subsequent to a period of appointment within the Police Senior Executive Service, will accrue a benefit exclusive of any salary earned whilst a member of the New South Wales Police Force Senior Executive Service. Any such benefit will be in addition to any capped benefit to which a Commissioned Officer may be entitled in accordance with paragraph 72.1.8 above.

73. Competency Based Incremental Progression

73.1 Incremental progression for Commissioned Officers will be based on: -

73.1.1 a minimum period of twelve (12) months service on each incremental level where defined in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates; and

73.1.2 compliance with the competency requirements specified in this clause.

73.2 It is the responsibility of Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained within.

Commanders/Managers are responsible to ensure that Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This will include but not necessarily be limited to:

73.2.1 ensuring that Commissioned Officers have sufficient time, on duty, to undertake necessary training;

73.2.2 ensuring that Commissioned Officers have access to the necessary training facilities; and

73.2.3 the provision of remedial training where necessary.

Commanders/Managers are not to certify a Commissioned Officer as competent unless satisfied they have met the requirements of this clause.

73.3 Competency Requirements

The competency requirements for incremental progression for Commissioned Officers will be:

73.3.1 Base Generic Competencies

- (a) Maintenance of Defensive Tactics including Firearms Competency (where appropriate to deployment) and CPR/First Aid Training

Commissioned Officers must meet or exceed the minimum level of competency established by the Commissioner in consultation with the Association. The required level of competency must be attained within the training year (1 July to 30 June) prior to a Commissioned Officer's increment falling due.

A Commissioned Officer who fails to meet the minimum competency will be subject to remedial training.

A Commissioned Officer who fails to meet the minimum level of competency following a course of remedial training will have their increment deferred for the amount of time taken to satisfy the minimum level of competency required.

(b) Physical Fitness Standard

For the purpose of this paragraph illness or injury is not to be regarded as a factor in determining a Commissioned Officer's level of physical fitness.

In the event of an "incident" or "situation" occurring or arising where a Commissioned Officer's level of fitness, taking into account their deployment and age, was a contributing factor to the "incident" or "situation" then such Commissioned Officer may be referred to the New South Wales Police Force Medical Branch for assessment as to their fitness and development of a remedial program. Such a program will take into account any advice provided by the Commissioned Officer's medical practitioner.

If a Commissioned Officer has not made sufficient progress towards a reasonable level of fitness at the end of the first review period under the program, incremental progression will be deferred by the period between the first review and the time when sufficient progress is made towards a reasonable level of fitness.

The assessment of a Commissioned Officer's level of physical fitness will have regard to their deployment and age.

(c) Driver Status

Safe Driving Policy - A Commissioned Officer who has their status to drive New South Wales Police vehicles revoked pursuant to the Safe Driving Policy is required to undertake a driver development program. Failure to gain driver status at the end of the program will result in deferral of the Commissioned Officer's incremental progression by the period from the conclusion of the program until they satisfy the requirements of the program or have their status reinstated.

A local decision by a Commander/Manager to prohibit a Commissioned Officer from driving will have no effect on incremental progression.

A Commissioned Officer who has their status to drive New South Wales Police Force vehicles revoked may appeal the decision to the Commissioner in accordance with the Safe Driving Policy.

Civilian Licence - Loss of civilian licence will result in the deferral of incremental progression by the period of that loss.

(d) Computerised Operational Policing (COPS) System Literacy

Subsequent to initial training on the COPS system, Commissioned Officers are expected to be able to utilise the system to the degree necessary to perform their duties.

Where a Commissioned Officer demonstrates a deficiency in the use of the system necessary to perform their duties they will be placed on a remedial program.

If at the end of a program a Commissioned Officer has been unable to overcome their deficiency, their incremental progression will be deferred by the period of time taken to reach the required standard.

Commissioned Officers whose deployment is changed will be provided with further training on the COPS system which is specific to their new area of deployment.

73.3.2 Mandatory Continuing Police Education (MCPE)

Commissioned Officers (other than Commissioned Officers occupying command positions) are obliged to complete the agreed requisite MCPE program for each training year. Each annual MCPE program will be developed by the Commissioner in consultation with the Association. MCPE programs will cover such topic areas as:

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

Commissioned Officers occupying Command positions will be personally responsible for maintaining their own MCPE currency. They may elect to do so either by private study or through completion of the MCPE program.

For the purpose of this paragraph a Command position is one which ascribes the occupant the title of "Commander" or "Manager", (other than positions of a non-command nature such as Crime Manager, Professional Standards Manager, Operations Manager, Human Resources Manager and the like).

Commissioned Officers, other than those Commissioned Officers occupying Command positions, who fail to complete the MCPE program within the training year will have their incremental progression deferred by the period between the end of the training year and until completion of the program is achieved. Commissioned Officers who are unable to complete the program due to New South Wales Police requirements will not have their incremental progression deferred as a consequence of not meeting their MCPE obligations.

73.3.3 Performance Management Scheme

- (a) An appropriate performance management scheme will be applied to Commissioned Officers. Commissioned Officers are required to perform their duties in accordance with the provisions of the scheme. Commissioned Officers who fail to perform at the agreed level will be placed on a performance management scheme.

If, at the conclusion of the performance management scheme a Commissioned Officer has not satisfied the requirements of the scheme, their incremental progression will be deferred by the period taken to satisfy the scheme.

- (b) Progression beyond Inspector 4th Year, Inspector 6th Year and Superintendent 5th year will be subject to Commissioned Officers demonstrating above satisfactory work performance. In this regard Commissioned Officers will be required to satisfy an agreed rigorous performance assessment regime including quarterly and annual reviews of performance. Commissioned Officers will also demonstrate an ongoing commitment to their professional development including the provision of evidence of the successful completion of relevant courses. This includes a commitment to undertake or preparedness to undertake courses that raise skill level.

For the purpose of this sub paragraph an agreed rigorous performance assessment means the Commissioned Officer and their Commander/Manager participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Commissioned Officer's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

73.4 Effect on Incremental Progression Where Multiple Competencies Not Satisfied

Should any Commissioned Officer fail to satisfy more than one competency required for incremental progression then the period of loss of incremental progression will be concurrent not cumulative. That is, the competency taking the longest period to satisfy, of any competencies will be the period of deferral of incremental progression.

73.5 Increments Falling Due During a Period of Initial Remedial Training

In the event of a Commissioned Officer's increment falling due during a period of initial remedial training or participation in a performance management scheme, it will not be deferred. However, if such training is not satisfied, progression to the next increment will be deferred by the period of time taken after such training or participation until such time as the Commissioned Officer has reached the required competency standard.

73.6 Effect of Any Deferral of Incremental Progression

73.6.1 The period of deferral of an increment will be determined by the period of time taken to achieve the appropriate competency and/or performance standards in accordance with the provisions of this clause.

73.6.2 Where an increment is deferred all future incremental dates are to be varied by the period of deferment.

73.7 Commissioned Officers Medically Excused from Demonstrating Certain Competencies

A Commissioned Officer, who as a consequence of being placed on alternative duties, is medically excused from any activity aimed at demonstrating their competence, will not have normal incremental progression deferred as a result of that non-participation. Should a Commissioned Officer return to full duty, within 6 months of their return, they will be required to demonstrate or achieve the required level of skill in the excused competency.

Such Commissioned Officer will be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Commissioned Officer to undergo appropriate remedial training. Should the Commissioned Officer then remain unable to meet the requirements of the particular competency incremental progression will be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this subclause will be the first increment occurring after the 6 month period.

73.8 Part-time Commissioned Officers

Commissioned Officers working under a part-time arrangement will be subject to the provisions of this clause as if they were a full-time officer. Part-time Commissioned Officers may have their rosters amended to facilitate their compliance with the requirements of this clause. Attendance at any necessary training/assessment may also be facilitated at locations other than the Commissioned Officer's normal place of attachment.

73.9 Effect of Long Term Absences

Commissioned Officers on secondment, full time leave without pay, special leave without pay, extended sick leave and Workers Compensation/Hurt on Duty absences will be regarded as having satisfied the requirements of any entitlement to incremental progression provided that within 6 months of their return to duty they comply with the requirements of this clause.

Such Commissioned Officers will be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Commissioned Officer to undergo appropriate remedial training. Should the Commissioned Officer then remain unable to meet the requirements of any particular competency, incremental progression will be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this subclause will be the first increment occurring after the 6 month period.

73.10 Effect of Suspension.

- 73.10.1 When suspended with pay, a Commissioned Officer will be paid at the rate of pay for the officer's level as at the commencement of the suspension.
- 73.10.2 A suspended Commissioned Officer is not entitled to incremental progression.
- 73.10.3 Where a Commissioned Officer who was suspended without pay ceases to be suspended and continues as a Police Officer, the officer will be paid for the period of suspension at the officer's rate of pay for the officer's level as at the commencement of the suspension, less any hardship payments that have been paid to the officer.
- 73.10.4 Where a Commissioned Officer ceases to be suspended and continues as a Police Officer, the officer has six months in which to comply with the requirements of this clause to achieve increment progression for which the officer would have been eligible if not suspended. Where the requirements are met, the officer will be paid increment entitlements effective from the officer's incremental date, or, dates and the officer will be eligible for the next increment on the officer's next increment date.
- 73.10.5 Where an officer does not achieve incremental progression in accordance with paragraph 73.10.4, the officer will remain at the officer's then level until they achieve the requirements for incremental progression. On achieving the requirements for incremental progression the officer will move to the next level and the date of that change will become the officer's new incremental date for all future progression. An officer progressing in accordance with this subclause will not be entitled to any incremental back pay.
- 73.10.6 An officer will be given appropriate training in order to achieve increment progression. Any subsequent failure to meet incremental progression requirements will require the officer to undergo appropriate remedial training.
- 73.10.7 This clause only applies to a Commissioned Officer who ceases to be suspended and continues as a Police Officer on or after 9 September 2009.

73.11 Performance Management for Seconded Officers

Commissioned Officers on secondment from the New South Wales Police Force whether by way of Special Leave Without Pay or otherwise, must comply with the requirements, if any, of the seconding organisation's performance management scheme. They must bring with them on return to the New South Wales Police Force a certificate from the seconding organisation as to their satisfactory compliance to be considered to have maintained the requirements of the Performance Management Scheme. If no such scheme is in place, Commissioned Officers will be required to produce a certificate to that effect from the seconding organisation.

73.12 Effect on Transfers

Commissioned Officers who are prevented from undertaking a competency or attending the required number of MCPE lectures as a consequence of a transfer will have such matters taken into account in competency assessment. Commissioned Officers who have an outstanding obligation on transfer should immediately notify their Commander/Manager on taking up duty at the new location.

73.13 Review Process

A Commissioned Officer whose incremental progression is deferred as a consequence of not satisfying the criteria for progression at subparagraph (b) of 73.3.3 may request in review of such a decision. Any review will be internal only. The grounds and process for conducting such a review will be as agreed between the parties.

74. Relieving Duty

74.1 General

The following provisions will apply to Commissioned Officers who are required to perform relieving duty in positions normally occupied by officers of a higher rank.

74.2 Exceptions

74.2.1 This clause does not apply to relieving duty performed in the New South Wales Police Force Senior Executive Service positions. In such cases the provisions will be those approved from time to time by the Commissioner.

74.2.2 No allowance will be payable under this clause for relieving duty performed by a Commissioned Officer in a position normally occupied by a Commissioned Officer of the same rank or grade.

74.3 Amount Payable

74.3.1 Any Inspector, during a period of relieving duty in a Superintendent position, who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of that position, will be paid an allowance equal to the difference between the Inspector's own salary and the salary of Superintendent (1st Year).

74.3.2 Where an Inspector does not assume the whole of the duties and responsibilities of the position the amount of any allowance paid will be determined as a percentage of the full allowance prescribed in paragraph 74.3.1 above. The percentage of the allowance payable will be that determined by the approving officer and will be "rounded up" to the nearest 10%.

74.4 Limitations on Eligibility

74.4.1 No allowance is payable where less than 5 consecutive working days relieving duty is performed.

74.4.2 Where absences of 5 days or less occur during a period of relieving duty, the allowance is to be paid for those periods of absence. However, if the period of relieving duty is only 5 days, during which there is a period of absence then the allowance is not payable.

74.4.3 Except as provided in subclause 74.5 below no allowance will be paid in respect of any period of leave exceeding five complete and consecutive days taken by a Commissioned Officer during any period relieving duty in another position.

74.5 Extended Periods of Relief

A Commissioned Officer who has performed relieving duty for one year or more in the same position and who, due to extraordinary circumstances, continues to perform such duty will be eligible for payment of the allowance for any annual, extended sick, FACS, or special leave which is approved and taken during the further period of relief.

75. Travelling Time

75.1 In recognition of the all incidences nature of the total salary paid to Commissioned Officers with effect from the beginning of the first full pay period to commence on or after 10 March 1995 the provisions of Clause 11 (Travelling Time) of the Commissioned Police Officers Agreement, No 2395 of 1983 will no longer apply.

SECTION 6 - DISPUTES/GRIEVANCE SETTLEMENT PROCEDURE**76. Disputes/Grievance Settlement Procedure**

76.1 The object of these procedures is to avoid disputes/grievances in the first instance and to facilitate the resolution of grievances of individuals and disputes between the New South Wales Police Force and its employees which do occur by conciliation without delay. They are designed to resolve grievances and disputes at the level as close as possible to the source. The procedures have been developed to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations. The parties agree that through each stage the relevant facts are to be clearly identified and documented and that the procedures are followed promptly.

76.2 Health and Safety Issues - Procedures

In cases where a safety issue is involved, the Association will immediately notify the Region Human Resources Manager who will advise the Industrial Relations Branch.

76.3 If the matter is not resolved the Region Human Resources Manager will refer the question immediately to the Industrial Relations Branch and endeavour to conciliate the matter without delay.

76.4 Subject to this procedure being followed, the Association reserves the right to refer the matter to the appropriate industrial tribunal.

76.5 Procedures in Other Matters

Where a grievance/dispute arises in a particular work location, the employee(s) will notify (in writing or otherwise) the immediate supervisor or other appropriate person as to the substance of the grievance/dispute, request a bilateral meeting to discuss it and state the remedy sought. A meeting should be held, with or without the involvement of Association officials, within 48 hours (exclusive of weekends) of the notification.

76.6 Failing resolution of the grievance/dispute further discussions will be held between the Branch or other Association official and the appropriate Local Area or other Commander/Manager who will inform the office of the Region Human Resource Manager (or equivalent) of the dispute. This should take place within 48 hours (exclusive of weekends) of the completion of 76.5 above.

76.7 If the grievance/dispute is not resolved at that level, Association representatives will refer the matter to the Industrial Section of the Association. The Region Human Resources Manager (or equivalent) will refer the matter to Workforce Relations and Reform. The matter will then be discussed between officers of the Association and Workforce Relations and Reform. These actions will take place as soon as it is apparent that the earlier discussions will not resolve the dispute/grievance.

76.8 If a grievance has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing the proposed remedy.

76.9 If a dispute remains unresolved Workforce Relations and Reform will assume responsibility for liaising with the member(s) of the Senior Executive Service of the New South Wales Police Force and advise of the final position of the Commissioner of Police as to the issue in dispute.

76.10 Neither party will initiate proceedings under Chapter 3 of the *Industrial Relations Act* 1996 until procedures under these clauses have failed to resolve the issue and each constituent of the other party has been given three clear days notice (exclusive of weekends) of that intent. Observance of this period of notice will not prejudice the position of any party to the dispute.

76.11 General

Whilst the dispute resolution procedures are continuing normal work and the conditions under which work is performed, prior to notification of the dispute or grievance will continue unless otherwise agreed

between the parties. Provided further that in the case of a dispute or grievance involving work health and safety, normal work and the conditions under which work is performed will continue in a manner which avoids any risk to the health and safety of any officer, any other employee of the New South Wales Police Force or any member of the public.

SECTION 7 - TRANSFERRED OFFICERS ENTITLEMENTS & COMPENSATION

77. Definitions

- 77.1 In addition to Clause 3, the following definitions apply to this Section
- 77.2 "Desirable Commuter Location" means Brisbane Water, Tuggerah Lakes, Wollongong and Lake Illawarra Local Area Commands.
- 77.3 "Desirable Location" means a location where demand for placements exceeds the available positions to accommodate them. Desirable Locations are;
- 77.3.1 Northern Region - all LAC's except for the Hunter Valley LAC, and Tabulam and Nimbin within the Richmond LAC, and,
- 77.3.2 Southern Region - includes Wollongong LAC, Lake Illawarra LAC, Shoalhaven LAC, Far South Coast LAC and the Queanbeyan Police Station within Monaro LAC, and,
- 77.3.3 Desirable Commuter Locations, and,
- 77.3.4 Specialist Commands with Units located in the Locations outlined above
- 77.4 "Location" within the Metropolitan Area means duty at a Local Area Command or duty in a working environment under the auspices of a Region Commander, or a Branch, Squad, Directorate or Bureau. "Location" outside the Metropolitan Area means duty at a Police Station within a Local Area Command.
- 77.5 "Metropolitan Area" means the Sydney Region but also includes the area referred to as the Central Coast on the northern line as far as Gosford, the area on the western line as far as Mount Victoria and on the Illawarra line as far as Wollongong.
- 77.6 "Permanent accommodation" means accommodation other than temporary accommodation under Clause 83.
- 77.7 "Transferred Officer" means an officer who has been assigned to a new Location, other than from one part of the metropolitan area to another, at which duty is to be performed, and who, as a consequence of such assignment, finds it necessary to leave their existing residence and seek or take up a new residence, but will not include an officer transferred;
- 77.7.1 at the officer's own request subject to clause 78, or
- 77.7.2 under an arrangement between officers to exchange positions, or
- 77.7.3 for disciplinary reasons under the provisions of Section 173 of the *Police Act 1990*.
- 77.8 The Commissioner will retain the discretion to offer all or partial transfer costs for special purposes above the minimum standard where circumstances require, including attraction and retention transfers.

78. Eligibility for Entitlements under this Section

- 78.1 Officers are eligible for the entitlements as Transferred Officers under this section in the following circumstances:
- 78.1.1 Subject to paragraph 78.1.3, following five (5) years at a Location or, in the case of Special Remote Locations, after the minimum tenure prescribed for these Locations. However, where

officers have performed less than the required minimum tenure, approval may only be given in exceptional circumstances, to the reimbursement of Removal Costs as provided in Clause 85.

78.1.2 With respect to five (5) years at a Location in 78.1.1, any continuous period of completed tenure in the metropolitan area accumulates towards the five year eligibility.

78.1.3 Where an officer transfers;

(a) From the Metropolitan Area to a Desirable Location as defined, or

(b) From a Desirable Location to another Desirable Location,

the officer is not entitled to the provisions of Clause 90, 91 and 92 unless the officer is;

(i) Transferred as a result of a promotion,

(ii) Transferred other than at the officer's request (other than transferred as a result of action under Section 173 of the Police Act); or

(iii) Otherwise approved by the Commissioner.

All other entitlements under this section are not affected by this subclause.

78.1.4 Transferred other than at the officer's request (other than transferred as a result of action under Section 173 of the Police Act).

78.1.5 Subject to paragraph 78.1.3, transfers arising directly from the advertisement of a vacant position.

78.1.6 Where an officer moves from or into NSW Police Force official police residences, including moves within the same town, they will be eligible for payment of removal costs under Clause 85 only, unless entitled to costs under another clause of the Award.

78.1.7 Where a spouse is also employed in the NSW Police Force or the NSW Public Service and is also the subject of a transfer, assistance payable under this section is paid to one person only. Where applicable however, both partners may claim the leave concessions under Clause 82 Transfer Leave.

78.1.8 The Commissioner may, in extraordinary circumstances, approve an officer as a Transferred Officer, to receive eligibility under this clause, where the Commissioner is satisfied that the officer's hours of duty at the new Location, or available transport to the new Location, make it impracticable for them to travel from home to their location.

79. Officers Appointed under Section 66A & 67 of the Police Act

79.1 Section 66A and 67 are eligible for entitlements under this section as follows:

79.1.1 Officers temporarily appointed without a right of return to their former Location receive full entitlements.

79.1.2 Officers temporarily appointed with a right of return to their former Location who are accompanied by dependents and who are not required to maintain two households can access all entitlements but not Clause 90, 91 and 92 until appointment is confirmed.

79.1.3 Officers temporarily appointed who do not have dependents with them until transfer is fully finalised are entitled to access Clause 83, Cost of Temporary Accommodation.

79.1.4 Officers temporarily appointed who have no dependents and a right of return and not maintaining two households are eligible for entitlements other than Clause 90, 91 and 92 until there is a permanent appointment.

79.1.5 In respect of Paragraph 79.1.2, and 79.1.4, removal costs and compensation for depreciation under Clauses 85 and 88 will only be paid once. Officers must wait until confirmation of their appointment to move their family and/or household effects and claim appropriate costs.

80. Special Remote Locations

A list of Special Remote Locations and Special Remote Location tenure will be maintained in the NSW Police Force Transfer Guidelines. Changes to the content of that list will be subject to agreement between the Parties. Agreement will not be unreasonably withheld. The Special Remote Location and Tenure List in the Transfer Guidelines at the commencement of this Award will have effect without the need for further consultation.

81. Notice of Transfer

The Commissioner will give, in writing, as long a period of notice of transfer as is practicable, provided that, except in special or urgent circumstances, an Officer will not be transferred unless they have received at least 14 days notice of transfer in writing prior to the actual date of transfer. The 14 days will begin on the first day the officer is properly informed of the transfer which may include receipt of mail or electronic mail.

82. Transfer Leave

82.1 An Officer assigned to duty at a new Location will be entitled to special leave on the following basis:

82.1.1 two days on full pay for the purpose of visiting the new location with a view to obtaining suitable permanent accommodation;

82.1.2 two days on full pay for the purpose of preparation and packing of personal and household effects prior to removal or two days for the purpose of arranging storage;

82.1.3 such leave as is necessary, on full pay to travel to the new location for the purpose of commencing duty, and/or for the purposes referred to in Paragraph 82.1.1

82.1.4 one day on full pay for the combined purpose of cleaning the premises being vacated and/or occupying and settling into the new premises.

82.1.5 Where the purposes referred to above cannot be achieved in the time specified the Commissioner may grant such extra leave as necessary.

82.1.6 When an Officer travels to the new location to seek accommodation and incurs expenses in relation to overnight accommodation, the officer will, subject to the production of receipts be reimbursed reasonable and actual cost of meals and accommodation for self (capped at the maximum travelling allowance rate for one officer) and reasonable and actual cost of meals for a member of the household (capped at the maximum meal expense allowance).

82.2 Provided suitable arrangements can be made for the performance of duties during the Officer's absences, a transferred officer who has been unable to secure accommodation for the family at the new location will be entitled to sufficient special leave to permit a return home at weekends once each month and spend two consecutive days and nights with the family, together with an additional day and night in respect of each public holiday occurring in conjunction with such weekend and on which the Officer would not normally be rostered for duty. Such leave will be limited to the time necessarily required in travelling in each case on the day preceding and the day following such weekend or long weekend, as the case may be.

82.3 Where a transferred Officer is located in a location where a return home once each month in terms of the foregoing paragraph is not possible such Officer after four weeks at the new location, will be entitled to sufficient leave to allow the Officer two consecutive days and nights at a weekend with the family.

Thereafter such Officer will be allowed to accumulate special leave at the rate of two days per month until sufficient leave is available to allow a return home at a weekend for a similar period.

83. Cost of Temporary Accommodation

83.1 For the purposes of this clause of the award, temporary accommodation will not include Government owned residences, or privately owned rented accommodation, i.e. house or flat.

83.2 Where a transferred officer, including an officer referred to in Clause 79, maintaining dependant relatives in their home: -

83.2.1 is required to vacate the existing residence prior to departure for the new location; and/or

83.2.2 finds it necessary to secure board and lodging for self and dependant relatives at the new location pending permanent accommodation becoming available, transferred officers with dependent relatives will be reimbursed up to a maximum of \$254 per week plus an additional \$27 per week for each dependent child 6 years and over (to a maximum contribution of \$54 per week), where the cost of accommodation exceeds the amount calculated in the following table:

Salary of Employee and Spouse \$ Per Annum	Amount \$ Per week	Each Dependant Child 6 yrs of age and over (Max. contribution \$54 per week) \$ Per week
Up to \$28,233	\$218	\$27
\$28,234 to \$35,980	\$239	\$27
\$35,981 to \$46,258	\$262	\$27
\$46,259 to \$59,477	\$324	\$27
\$59,478 and over	\$412	\$27

83.3 Provided that where permanent accommodation is not available and a transferred officer moves to the new location ahead of the dependants, necessary board and lodging expenses in excess of \$51 per week and up to a maximum allowance of \$254 per week, will be payable.

83.4 Where a transferred officer not maintaining dependant relatives in the home is unable to secure permanent accommodation at the new location, such officer will be paid an allowance of up to 50 per cent of the total costs of board and lodging expenses incurred for a maximum period of four weeks, subject to the maximum allowance so payable not exceeding \$254 per week.

83.5 Where the period of four weeks referred to above is not sufficient for the officer to obtain suitable permanent accommodation, the Commissioner will consider each case on its merits but will require full particulars to be supplied.

83.6 The payment of allowances under subclauses 83.2 and 83.4 of this clause will in all cases be subject to:

83.6.1 the production of receipts;

83.6.2 a written undertaking by the officer that any reasonable offer of accommodation will be accepted;

83.6.3 evidence that the officer is taking all reasonable steps to secure a residence at the new location, including application to NSW Housing;

83.6.4 where the Commissioner considers that a transferred officer has refused to accept reasonable suitable accommodation, the Commissioner may discontinue the payment of an allowance under this clause. The decision to discontinue the payment of an amount may be referred by the employee or the Association to a committee consisting of two representatives of the Association and two representatives of the Commissioner. In the event of no mutual decision being arrived at by such a Committee, the matter in dispute may be referred to the Industrial Relations Commission of NSW.

84. Excess Rent Assistance

- 84.1 Where a transferred officer secures privately rented accommodation (e.g. a private house) at his or her new location and incurs excess rent then the transferred officer is eligible for assistance as per the table below for a period of up to a maximum of 6 months.

Officer with 2 or more dependent children	\$68 per week
Officer with 1 dependent child	\$59 per week
Officer without dependent children	\$51 per week

- 84.2 The formula for excess rent is as follows.

Excess rent in respect of any transferred officer means rent in excess of the officer's weekly contribution calculated as follows:

$$\text{Contribution} = \text{Substantive salary} \times \frac{(\text{Substantive salary} + 2927)}{101,840}$$

"Officer's weekly contribution" will be the "Contribution" as above multiplied by 7 and divided by 365.25.

The formula for calculating an officer's weekly contribution is based on:

- (a) 15% of the salary of a General Scale Clerk, Step 10 A&C
- (b) 20% of the salary of Clerk, min. Grade 4 A&C
- (c) 25% of the salary of Clerk, min. Grade 7 A&C

In the event of movement in the salaries for these classifications in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007, the formula will be varied as follows:

replacing the figure of 101,840 by ten times the difference between the salaries for the Step 10 of the General Scale and for the minimum of Grade 7, A&C and,

replacing the figure of 2,927 by the difference between the salary for the Step 10 of the General scale and 15% of the figure referred above.

Prior to the allowance being granted, a transferred officer must produce documentary evidence of the unsuccessful and reasonable efforts to obtain other accommodation of a reasonable standard at a lower rent. Where they are eligible for admission to Housing NSW eligibility lists, application should be made to Housing NSW and evidence of this fact submitted.

- 84.3 In exceptional circumstances, the Commissioner may extend excess rent payments beyond six months, including in areas where there is an acute shortage of housing of a reasonable standard, and areas experiencing extremely high rents due to conditions which are abnormal compared with those generally in New South Wales.

85. Removal Costs

- 85.1 A transferred officer will be entitled to reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location, including expenses actually and reasonably incurred by employees and their families for meals and accommodation during the course of the journey where the Commissioner is satisfied that the journey was travelled by the shortest practicable route and completed within a reasonable time. All claims will be submitted promptly.
- 85.2 Where an officer who uses a private vehicle for the purposes of official business finds it necessary to transport another private vehicle, normally used by a dependant relative maintained by the officer in the

household, the cost of transporting or driving that vehicle to the officer's new location will be deemed to be part of removal costs and the officer will be allowed the option of being paid;

85.2.1 the cost of transportation by either rail or road transport, or

85.2.2 where the vehicle is driven to the new location, car allowance at the Casual rate prescribed from time to time.

85.3 Removal expenses allowed under this award will include the cost of insuring furniture and effects whilst in transit up to an amount of \$38,000.

Provided that: -

Where the insured value exceeds \$38,000, the transferred officer, in addition to providing the inventory of items to be transferred will, in order to be reimbursed for the additional excess claimed provide either: -

85.3.1 A current household contents policy showing the insured value and a declaration that all items included in the contents policy are being removed or stored. Where all items in the policy are not to be transferred, the claim should be reduced proportionately; or

85.3.2 A certificate of valuation from a registered valuer certifying the value of the furniture and effects being removed or stored.

85.4 Should a transferred officer refuse or fail to provide either of the above, the officer will only be allowed reimbursement up to a maximum of \$38,000.

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

86. Storage of Furniture

Where the Commissioner is satisfied upon written application that a transferred officer is unable to secure suitable permanent accommodation at the new location and is required to store furniture while waiting to secure permanent accommodation, the Commissioner will approve the storage of removals. Where approval is given, the officer is eligible to receive the cost of storage and cartage to the store and from the store to the officer's residence. The officer will also be allowed the cost of insurance of furniture while in storage upon the same basis as prescribed in subclause 85.3. Written applications will be made in advance however, the Commissioner may accept an application that is lodged later only where circumstances beyond the officer's control prevented it, and where it is made as soon as possible thereafter.

87. Cost of Personal Transport

87.1 A transferred officer will be entitled to the option of the first class rail fare or reimbursement for the use of a private vehicle on the following basis:

87.1.1 For self and one member of the household when proceeding on leave as in paragraph 82.1.1,

87.1.2 For self and all members of the household when proceeding on leave as in paragraph 82.1.3, in so far as that paragraph refers to the commencement of duty; provided that where the members of the officer's household do not travel on the occasion on which such leave is taken, the entitlement to costs for their personal transport will be deferred until such time as travel to take up residence at the officer's new location occurs.

87.1.3 For self when proceeding on transfer leave for the purposes of transfer leave under subclause 82.2.

- 87.2 Where an officer elects to use a private vehicle such officer will be paid a car allowance at the casual rate prescribed from time to time, except in respect of travel by the officer involved in the taking up of duty at the new location in which case payment will be at the official business rate prescribed from time to time.
- 87.3 Car allowance paid in respect of travel under 87.1.1 will not exceed the cost of first class rail fares for the transferred officer and one member of the household; and under 87.1.3, the cost of first class rail fares for the transferred officer.
- 87.4 Where an overall saving to the Government would eventuate, an officer and one member of the household when proceeding on leave as in 82.1.1, will be entitled to economy class air fares in lieu of first class rail fares or reimbursement for the use of a private motor vehicle subject to the policy as laid down from time to time by the Public Service Commission for use of air travel.

88. Compensation for Depreciation and Disturbance

A transferred officer will be entitled to compensation for the accelerated depreciation of personal and/or household effects removed to a new location, occasioned by the relocation. Such entitlement will be \$1,126 where the Commissioner is satisfied that such officer has removed a substantial portion of what constitutes normal household furniture, furnishings and fittings of not less value than \$7,037; a pro rata amount being payable where the value is less than \$7,037.

89. Education of Children

- 89.1 Upon the production of receipts a transferred officer will be entitled to be reimbursed for accommodation expenses exceeding \$27 per week, up to a maximum of \$56 per week, for each dependent child undertaking Year 12 where the elected subjects are not available at a school in the transferred officer's new location. The transferred officer will be required to provide a certificate from the Department of Education and Training confirming that the elected subjects are not available at the transferred officer's new location.
- 89.2 Upon the production of receipts and proof of school requirements for uniform, a transferred officer will be entitled to be reimbursed for the cost of those items of essential school clothing listed hereunder that are required to be replaced or purchased as a direct result of the officer's transfer from the former location to the new location requiring the changing of schools. A transferred officer is not entitled to be reimbursed for an item of uniform which is suitable for use at either school, but for which a child has outgrown. When an item of clothing required at the new school is not included in the basic list, the Commissioner may reimburse the transferred officer the cost of same, but will require full particulars and the circumstances surrounding the requirement to purchase including production of receipts.

MALE	
WINTER UNIFORMS	SUMMER UNIFORMS
1 Suit Coat	3 shirts
2 pairs of winter trousers	2 pairs of trousers (short)
1 tie	3 pairs of long socks
3 shirts	1 hat
1 jumper/cardigan	
3 pairs of socks	
1 pair of shoes (where there is a unique requirement)	
1 track suit/sports uniform (but not both)	
1 pair of sandshoes	
FEMALE	
WINTER UNIFORMS	SUMMER UNIFORMS
1 hat	3 blouses
1 blazer	2 tunics
2 tunics	3 pairs of stockings/socks
3 blouses	1 hat

1 tie	
3 pairs of stockings/socks	
1 pair of gloves	
1 pair of shoes (where there is a unique requirement)	
1 tracksuit/sports uniform (but not both)	
1 pair of sandshoes	
1 jumper/cardigan	

90. Conveyancing and Other Costs

90.1 A transferred officer who as a consequence of the transfer to a new location, sells a residence at the former location, and buys a residence or land upon which to erect a residence at the new location will subject to the conditions prescribed in subclause 90.2, be entitled to reimbursement of the following expenses incurred in such transactions:-

90.1.1 where a solicitor or a registered conveyancing company has been engaged to act on behalf of the officer in those transactions, the professional costs and disbursements by the solicitor or a registered conveyancing company in respect of such transactions;

90.1.2 stamp duty as per clause 91;

90.1.3 where the officer has engaged an estate agent to sell the residence at the former location, the commission paid to the estate agent in respect of such sale.

90.2 Reimbursement of expenses.

90.2.1 Reimbursement of expenses under this clause will only be made where the sale of the officer's former residence and the purchase of either a residence or land upon which to erect a residence at the new location are effected within a period commencing not earlier than six months prior to the officer's transfer and ending not more than four years after such transfer.

90.2.2 A period of residence in a police residence is not to count towards the period of four years set out in paragraph 90.2.1.

90.2.3 A transferred officer owning a residence at a former location but who has taken up rented accommodation on transfer will be regarded as covered by the award provisions relating to the reimbursement of conveyancing and incidental costs on the current transfer or a subsequent transfer, provided a period of not more than 4 years has elapsed since the officer's immediately preceding transfer.

90.2.4 Where it is not practicable for the transferred officer to purchase a residence in the new location and such officer has disposed of the former residence, such officer is not to be excluded from the award benefit when subsequently purchasing a residence in the new location on a current or subsequent transfer within the time allowed in paragraph 90.2.3 above.

90.2.5 The Commissioner will be prepared to consider individual cases where the four-year period referred to in 90.2.1, 90.2.3 and 90.2.4 has been exceeded but will require full details of why sale and/or purchase of the transferred officer's residence could not be completed in the four year period.

90.2.6 The maximum amounts which an officer may be reimbursed under this clause will be limited to the amounts which would be payable had the sale and purchase prices of the properties involved been \$520,000 in each cases.

91. Refund of Stamp Duty, Registration of Transfer and Mortgage Fees

91.1 A transferred officer who as a consequence of the transfer to a new location:

91.1.1 sells a residence at the former location, and

91.1.2 buys a residence or land upon which to erect a residence at the new location, will be entitled to reimbursement of;

- (a) stamp duty paid in respect of the purchase of the residence, or the land, and a house erected on that land at the new location, and
- (b) stamp duty paid in respect of any mortgage entered into or the discharge of mortgage in connection with transactions mentioned in paragraphs 91.1.1 and 91.1.2 of this subclause;
- (c) registration fees on transfers and mortgages on the residence, or the land and a house erected on the land, on the following basis:
 - (i) where the purchase is completed and the transferred officer enters into occupation of the residence within 15 months of transfer, such officer will be eligible for the reimbursement of stamp duty in full;
 - (ii) where the occupation of the residence purchased or erected as a result of transfer is not completed within 15 months but is completed within 4 years of transfer, reimbursement of stamp duty is not to exceed the amount which would have been payable had the sale and purchase prices of the properties involved been \$520,000 in each case.

91.2 A transferred officer who as a consequence of the transfer to a new location:

91.2.1 does not sell a residence at the former location, but

91.2.2 buys a residence or land upon which to erect a residence at the new location, will be entitled to reimbursement of:

- (a) stamp duty paid in respect of the purchase of the residence or the land, and a house erected on that land at the new location,
- (b) stamp duty paid on any mortgage entered into in connection with the purchase and
- (c) registration fees on transfer and mortgages on the residence or the land and house erected on that land

provided the officer enters into occupation of the residence within 15 months of transfer to the new location.

92. Incidental Costs Upon Change of Residence

92.1 Where a transferred officer entitled to the reimbursement of conveyancing and other costs under clause 90, Conveyancing and Other Costs, of this award, purchases a residence or the land upon which to erect a residence at the new location prior to the sale of the former residence, such officer will be entitled to reimbursement for any Council or other Local Government rates levied in respect of the former residence in respect of any period during which such former residence remains untenanted, provided that the Commissioner may require the employee to furnish acceptable evidence that reasonable efforts are being made to sell the former residence at a fair market price.

92.2 A transferred officer will be entitled to reimbursement of any costs incurred in respect of the connection of gas and/or electricity supplies not being refundable costs and of telephone installation at the new residence, provided that the cost of telephone installation will be reimbursed only where a telephone was installed at the employee's former residence.

92.3 A transferred officer entitled to the reimbursement of conveyancing and other costs under clause 90, will be entitled to reimbursement of the cost of survey certificates, pest certificates and/or building society registration fees reasonably incurred in seeking financial accommodation for the purpose of purchasing

a new residence or the land upon which to erect a new residence at the new location, and the fees associated with discharging the mortgage on the officer's former residence.

- 92.4 A transferred officer will be entitled to reimbursement for the fees charged by Australia Post for the re-direction of mail for the first month following the vacation of the former residence.

93. Relocation on Retirement

- 93.1 Upon retirement from the Police Force at a place other than the place of original recruitment to the Police Force, an officer will be entitled to be reimbursed the costs actually and necessarily incurred in removing personal and household effects to a location of the officer's choice, other than to a location substantially the same as the location at retirement, unless the officer is moving from a Police residence, together with the cost of insuring the same against damage in transit on the basis provided for in subclause 85.3, provided:

93.1.1 that the maximum amount of such reimbursement will be limited to that payable had the officer moved to the place of original recruitment to the Police Force; and

93.1.2 the officer's relocation is effected within the period of 12 months following date of retirement.

- 93.2 Upon the death of an officer, the provisions referred to above will apply to any claims made by the spouse of the deceased officer within a period of 12 months of the transferred officer's death provided the spouse was married to or in a bona fide common law relationship with the officer at the time of death, and the residence was the spouse's principal place of residence at the time of the death of the officer.
- 93.3 The Commissioner will be prepared to consider any claims by children or dependant relatives of the deceased officer in similar circumstances but will require full particulars as to the reasons for special consideration.

94. Existing Benefits

The circumstances under which claims for transferred officers' compensation are currently granted under existing determinations and policies will continue to apply for all purposes where not otherwise provided for or altered within this award.

SECTION 8 - AREA, INCIDENCE AND DURATION

95. Area, Incidence and Duration

- 95.1 This Award applies to all officers defined within clause 3 of this Award.
- 95.2 It will take effect on and from 1 July 2021 with the exception of the rates of pay and allowances prescribed under PART B, Monetary Rates, which will take effect from the dates specified in that Part, or where otherwise stated in the award and will remain in force until 30 June 2024.
- 95.3 This award rescinds and replaces the Crown Employees (Police Officers - 2017) Award as varied.
- This award remains in force until varied or rescinded, the period for which it was made having already expired.
- 95.4 Except where inconsistent with this Award the provisions of any other existing Agreement or Determination will continue to apply.

PART B
MONETARY RATES

Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries

From the beginning of the first full pay period to commence on or after 1 October 2021 - 2.04%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	68,543	76,425
Constable Level 2	71,130	79,310
Constable Level 3	73,713	82,190
Constable Level 4	76,297	85,071
Constable Level 5	77,594	86,517
Senior Constable Level 1	85,359	95,175
Senior Constable Level 2 Step 1	86,646	96,610
Senior Constable Level 2 Step 2	86,646	96,610
Senior Constable Level 3 Step 1	90,529	100,940
Senior Constable Level 3 Step 2	90,529	100,940
Senior Constable Level 3 Step 3	90,529	100,940
Senior Constable Level 4 Step 1	95,702	106,708
Senior Constable Level 4 Step 2	95,702	106,708
Senior Constable Level 5 Step 1	98,287	109,590
Senior Constable Level 5 Step 2	98,287	109,590
Senior Constable Level 6	99,577	111,028
Leading Senior Constable Level 1 Step 1	102,747	114,563
Leading Senior Constable Level 1 Step 2	102,747	114,563
Leading Senior Constable Level 2	105,424	117,548
Sergeant 1st Year	100,876	112,477
Sergeant 2nd Year	100,876	112,477
Sergeant 3rd Year	106,046	118,241
Sergeant 4th Year	106,046	118,241
Sergeant 5th Year	109,923	122,564
Sergeant 6th Year	109,923	122,564
Sergeant 7th Year	115,101	128,338
Sergeant 8th Year	115,101	128,338
Sergeant 9th Year	116,391	129,776
Senior Sergeant 1st Year	115,101	128,338
Senior Sergeant 2nd Year	115,101	128,338
Senior Sergeant 3rd Year	116,391	129,776
Senior Sergeant 4th Year	118,974	132,656
Senior Sergeant 5th Year	122,759	136,876

From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.04%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	69,941	77,984
Constable Level 2	72,581	80,928
Constable Level 3	75,217	83,867
Constable Level 4	77,854	86,807
Constable Level 5	79,177	88,282

Senior Constable Level 1	87,101	97,118
Senior Constable Level 2 Step 1	88,413	98,580
Senior Constable Level 2 Step 2	88,413	98,580
Senior Constable Level 3 Step 1	92,376	102,999
Senior Constable Level 3 Step 2	92,376	102,999
Senior Constable Level 3 Step 3	92,376	102,999
Senior Constable Level 4 Step 1	97,655	108,885
Senior Constable Level 4 Step 2	97,655	108,885
Senior Constable Level 5 Step 1	100,292	111,826
Senior Constable Level 5 Step 2	100,292	111,826
Senior Constable Level 6	101,609	113,294
Leading Senior Constable Level 1 Step 1	104,843	116,900
Leading Senior Constable Level 1 Step 2	104,843	116,900
Leading Senior Constable Level 2	107,574	119,945
Sergeant 1st Year	102,934	114,771
Sergeant 2nd Year	102,934	114,771
Sergeant 3rd Year	108,209	120,653
Sergeant 4th Year	108,209	120,653
Sergeant 5th Year	112,166	125,065
Sergeant 6th Year	112,166	125,065
Sergeant 7th Year	117,449	130,956
Sergeant 8th Year	117,449	130,956
Sergeant 9th Year	118,765	132,423
Senior Sergeant 1st Year	117,449	130,956
Senior Sergeant 2nd Year	117,449	130,956
Senior Sergeant 3rd Year	118,765	132,423
Senior Sergeant 4th Year	121,401	135,362
Senior Sergeant 5th Year	125,264	139,669

From the beginning of the first full pay period to commence on or after 1 July 2023 - 2.04%		
Rank/Incremental Level	Base Salary	Loaded Salary
	Per Annum \$	(+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	71,368	79,575
Constable Level 2	74,062	82,579
Constable Level 3	76,751	85,577
Constable Level 4	79,442	88,578
Constable Level 5	80,792	90,083
Senior Constable Level 1	88,877	99,098
Senior Constable Level 2 Step 1	90,217	100,592
Senior Constable Level 2 Step 2	90,217	100,592
Senior Constable Level 3 Step 1	94,260	105,100
Senior Constable Level 3 Step 2	94,260	105,100
Senior Constable Level 3 Step 3	94,260	105,100
Senior Constable Level 4 Step 1	99,647	111,106
Senior Constable Level 4 Step 2	99,647	111,106
Senior Constable Level 5 Step 1	102,338	114,107
Senior Constable Level 5 Step 2	102,338	114,107
Senior Constable Level 6	103,681	115,604
Leading Senior Constable Level 1 Step 1	106,982	119,285

Leading Senior Constable Level 1 Step 2	106,982	119,285
Leading Senior Constable Level 2	109,769	122,392
Sergeant 1st Year	105,034	117,113
Sergeant 2nd Year	105,034	117,113
Sergeant 3rd Year	110,416	123,114
Sergeant 4th Year	110,416	123,114
Sergeant 5th Year	114,454	127,616
Sergeant 6th Year	114,454	127,616
Sergeant 7th Year	119,845	133,627
Sergeant 8th Year	119,845	133,627
Sergeant 9th Year	121,188	135,125
Senior Sergeant 1st Year	119,845	133,627
Senior Sergeant 2nd Year	119,845	133,627
Senior Sergeant 3rd Year	121,188	135,125
Senior Sergeant 4th Year	123,878	138,124
Senior Sergeant 5th Year	127,819	142,518

Table 2 - Detectives' Salaries

From the beginning of the first full pay period to commence on or after 1 October 2021 – 2.04%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 3 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	76,297	80,934	91,736
Detective 2nd Year	77,594	82,231	93,182
Detective 3rd Year	85,359	89,996	101,840
Detective 4th Year	86,646	91,283	103,275
Detective 5th Year	90,529	95,166	107,605
Detective 6th Year	95,702	100,339	113,373
Detective 7th Year	98,287	102,924	116,255
Detective 8th Year	99,577	104,214	117,693
Detective 9th Year	102,747	107,384	121,228
Detective 10th Year	105,424	110,061	124,213
Detective Sergeant 1st Year	100,876	105,513	119,142
Detective Sergeant 2nd Year	100,876	105,513	119,142
Detective Sergeant 3rd Year	106,046	110,683	124,906
Detective Sergeant 4th Year	109,923	114,560	129,229
Detective Sergeant 5th Year	115,101	119,738	135,003
Detective Sergeant 6th Year	116,391	121,028	136,441
Detective Senior Sergeant 1st Year	115,101	119,738	135,003
Detective Senior Sergeant 2nd Year	116,391	121,028	136,441
Detective Senior Sergeant 3rd Year	118,974	123,611	139,321
Detective Senior Sergeant 4th Year	122,759	127,396	143,541

From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.04%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 3 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	77,854	82,585	93,607
Detective 2nd Year	79,177	83,908	95,082
Detective 3rd Year	87,101	91,832	103,918
Detective 4th Year	88,413	93,144	105,380
Detective 5th Year	92,376	97,107	109,799
Detective 6th Year	97,655	102,386	115,685
Detective 7th Year	100,292	105,023	118,626
Detective 8th Year	101,609	106,340	120,094
Detective 9th Year	104,843	109,574	123,700
Detective 10th Year	107,574	112,305	126,745
Detective Sergeant 1st Year	102,934	107,665	121,571
Detective Sergeant 2nd Year	102,934	107,665	121,571
Detective Sergeant 3rd Year	108,209	112,940	127,453
Detective Sergeant 4th Year	112,166	116,897	131,865
Detective Sergeant 5th Year	117,449	122,180	137,756
Detective Sergeant 6th Year	118,765	123,496	139,223
Detective Senior Sergeant 1st Year	117,449	122,180	137,756
Detective Senior Sergeant 2nd Year	118,765	123,496	139,223
Detective Senior Sergeant 3rd Year	121,401	126,132	142,162
Detective Senior Sergeant 4th Year	125,264	129,995	146,469

From the beginning of the first full pay period to commence on or after 1 July 2023 - 2.04%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 3 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	79,442	84,270	95,517
Detective 2nd Year	80,792	85,620	97,022
Detective 3rd Year	88,877	93,705	106,037
Detective 4th Year	90,217	95,045	107,531
Detective 5th Year	94,260	99,088	112,039
Detective 6th Year	99,647	104,475	118,045
Detective 7th Year	102,338	107,166	121,046
Detective 8th Year	103,681	108,509	122,543
Detective 9th Year	106,982	111,810	126,224
Detective 10th Year	109,769	114,597	129,331
Detective Sergeant 1st Year	105,034	109,862	124,052
Detective Sergeant 2nd Year	105,034	109,862	124,052
Detective Sergeant 3rd Year	110,416	115,244	130,053
Detective Sergeant 4th Year	114,454	119,282	134,555
Detective Sergeant 5th Year	119,845	124,673	140,566
Detective Sergeant 6th Year	121,188	126,016	142,064
	-		

Detective Senior Sergeant 1st Year	119,845	124,673	140,566
Detective Senior Sergeant 2nd Year	121,188	126,016	142,064
Detective Senior Sergeant 3rd Year	123,878	128,706	145,063
Detective Senior Sergeant 4th Year	127,819	132,647	149,457

Table 3 - Police Prosecutors Salaries

From the beginning of the first full pay period to commence on or after 1 October 2021- 2.04%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	76,297	84,882	95,324
Prosecutor 2nd Year	77,594	86,179	96,770
Prosecutor 3rd Year	85,359	93,944	105,428
Prosecutor 4th Year	86,646	95,231	106,863
Prosecutor 5th Year	90,529	99,114	111,193
Prosecutor 6th Year	95,702	104,287	116,961
Prosecutor 7th Year	98,287	106,872	119,843
Prosecutor 8th Year	99,577	108,162	121,281
Prosecutor 9th Year	102,747	111,332	124,816
Prosecutor 10th Year	105,424	114,009	127,801
Prosecutor Sergeant 1st Year	100,876	109,461	122,730
Prosecutor Sergeant 2nd Year	100,876	109,461	122,730
Prosecutor Sergeant 3rd Year	106,046	114,631	128,494
Prosecutor Sergeant 4th Year	109,923	118,508	132,817
Prosecutor Sergeant 5th Year	115,101	123,686	138,591
Prosecutor Sergeant 6th Year	116,391	124,976	140,029
Prosecutor Senior Sergeant 1st Year	115,101	123,686	138,591
Prosecutor Senior Sergeant 2nd Year	116,391	124,976	140,029
Prosecutor Senior Sergeant 3rd Year	118,974	127,559	142,909
Prosecutor Senior Sergeant 4th Year	122,759	131,344	147,129

From the beginning of the first full pay period to commence on or after 1 July 2022- 2.04%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	77,854	86,614	97,270
Prosecutor 2nd Year	79,177	87,937	98,745
Prosecutor 3rd Year	87,101	95,861	107,581
Prosecutor 4th Year	88,413	97,173	109,043
Prosecutor 5th Year	92,376	101,136	113,462
Prosecutor 6th Year	97,655	106,415	119,348
Prosecutor 7th Year	100,292	109,052	122,289
Prosecutor 8th Year	101,609	110,369	123,757
Prosecutor 9th Year	104,843	113,603	127,363
Prosecutor 10th Year	107,574	116,334	130,408

Prosecutor Sergeant 1st Year	102,934	111,694	125,234
Prosecutor Sergeant 2nd Year	102,934	111,694	125,234
Prosecutor Sergeant 3rd Year	108,209	116,969	131,116
Prosecutor Sergeant 4th Year	112,166	120,926	135,528
Prosecutor Sergeant 5th Year	117,449	126,209	141,419
Prosecutor Sergeant 6th Year	118,765	127,525	142,886
Prosecutor Senior Sergeant 1st Year	117,449	126,209	141,419
Prosecutor Senior Sergeant 2nd Year	118,765	127,525	142,886
Prosecutor Senior Sergeant 3rd Year	121,401	130,161	145,825
Prosecutor Senior Sergeant 4th Year	125,264	134,024	150,132

From the beginning of the first full pay period to commence on or after 1 July 2023- 2.04%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	79,442	88,381	99,254
Prosecutor 2nd Year	80,792	89,731	100,759
Prosecutor 3rd Year	88,877	97,816	109,774
Prosecutor 4th Year	90,217	99,156	111,268
Prosecutor 5th Year	94,260	103,199	115,776
Prosecutor 6th Year	99,647	108,586	121,782
Prosecutor 7th Year	102,338	111,277	124,783
Prosecutor 8th Year	103,681	112,620	126,280
Prosecutor 9th Year	106,982	115,921	129,961
Prosecutor 10th Year	109,769	118,708	133,068.
Prosecutor Sergeant 1st Year	105,034	113,973	127,789
Prosecutor Sergeant 2nd Year	105,034	113,973	127,789
Prosecutor Sergeant 3rd Year	110,416	119,355	133,790
Prosecutor Sergeant 4th Year	114,454	123,393	138,292
Prosecutor Sergeant 5th Year	119,845	128,784	144,303
Prosecutor Sergeant 6th Year	121,188	130,127	145,801
Prosecutor Senior Sergeant 1st Year	119,845	128,784	144,303
Prosecutor Senior Sergeant 2nd Year	121,188	130,127	145,801
Prosecutor Senior Sergeant 3rd Year	123,878	132,817	148,800
Prosecutor Senior Sergeant 4th Year	127,819	136,758	153,194

Table 4 - Commissioned Officers' Salaries

From the beginning of the first full pay period to commence on or after 1 October 2021 - 2.04%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	143,814
Inspector 2nd Year	151,130
Inspector 3rd Year	161,183
Inspector 4th Year	166,429
Inspector 5th Year	168,952
Inspector 6th Year	172,882
Inspector 7th Year	179,428
Inspector 8th Year	182,056

Superintendent 1st Year	195,910
Superintendent 2nd Year	203,118
Superintendent 3rd Year	205,738
Superintendent 4th Year	208,358
Superintendent 5th Year	211,417
Superintendent 6th Year	214,912
Superintendent 7th Year	217,535
Superintendent 8th Year	223,546

From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.04%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	146,748
Inspector 2nd Year	154,213
Inspector 3rd Year	164,471
Inspector 4th Year	169,825
Inspector 5th Year	172,399
Inspector 6th Year	176,409
Inspector 7th Year	183,089
Inspector 8th Year	185,770
Superintendent 1st Year	199,906
Superintendent 2nd Year	207,262
Superintendent 3rd Year	209,935
Superintendent 4th Year	212,609
Superintendent 5th Year	215,730
Superintendent 6th Year	219,296
Superintendent 7th Year	221,972
Superintendent 8th Year	228,106

From the beginning of the first full pay period to commence on or after 1 July 2023 – 2.04%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	149,742
Inspector 2nd Year	157,359
Inspector 3rd Year	167,827
Inspector 4th Year	173,289
Inspector 5th Year	175,916
Inspector 6th Year	180,008
Inspector 7th Year	186,824
Inspector 8th Year	189,560
Superintendent 1st Year	203,984
Superintendent 2nd Year	211,490
Superintendent 3rd Year	214,218
Superintendent 4th Year	216,946
Superintendent 5th Year	220,131
Superintendent 6th Year	223,770
Superintendent 7th Year	226,501
Superintendent 8th Year	232,760

**Table 5 - Travelling Allowance and Motor Vehicle Allowances
Effective 1 July 2021**

Item 1

Capital Cities	Per Day \$
Adelaide	295.65
Brisbane	313.65
Canberra	306.65
Darwin	358.65
Hobart	285.65
Melbourne	311.65
Perth	318.65
Sydney	336.65

High cost country centres	Per day \$
Albany (WA)	317.65
Alice Springs (NT)	288.65
Armidale (NSW)	285.65
Ballarat (VIC)	292.65
Bathurst (NSW)	279.65
Bega (NSW)	283.65
Benalla (VIC)	280.65
Bendigo (VIC)	278.65
Bordertown (SA)	287.65
Bourke (NSW)	303.65
Bright (VIC)	305.65
Broken Hill (NSW)	290.65
Broome (WA)	358.65
Bunbury (WA)	293.65
Burnie (TAS)	302.65
Cairns (QLD)	301.65
Carnarvon (WA)	294.65
Castlemaine (VIC)	284.65
Chinchilla (QLD)	281.65
Christmas Island (WA)	336.65
Cobar (NSW)	282.65
Cocos (Keeling) Islands (WA)	469.65
Coffs Harbour (NSW)	286.65
Colac (VIC)	276.65
Dalby (QLD)	315.65
Dampier (WA)	313.65
Derby (WA)	308.65
Devonport (TAS)	296.65
Emerald (QLD)	294.65
Esperance (WA)	300.65
Exmouth (WA)	328.65
Geraldton (WA)	303.65
Gladstone (QLD)	293.65
Gold Coast (QLD)	347.65
Gosford (NSW)	283.65
Halls Creek (WA)	308.65

Hervey Bay (QLD)	295.65
Horn Island (QLD)	338.65
Horsham (VIC)	292.65
Jabiru (NT)	354.65
Kalgoorlie (WA)	310.65
Karratha (WA)	353.65
Katherine (NT)	296.65
Kununurra (WA)	342.65
Launceston (TAS)	279.65
Lismore (NSW)	282.65
Mackay (QLD)	299.65
Maitland (NSW)	293.65
Mount Gambier (SA)	278.65
Mount Isa (QLD)	306.65
Mudgee (NSW)	297.65
Muswellbrook (NSW)	295.65
Newcastle (NSW)	323.65
Newman (WA)	308.65
Nhulunbuy (NT)	368.65
Norfolk Island (NSW)	328.65
Northam (WA)	283.65
Nowra (NSW)	284.65
Orange (NSW)	294.65
Port Hedland (WA)	313.65
Port Lincoln (SA)	308.65
Port Macquarie (NSW)	308.65
Port Pirie (SA)	288.65
Queanbeyan (NSW)	277.65
Queenstown (TAS)	274.65
Roma (QLD)	280.65
Shepparton (VIC)	288.65
Swan Hill (VIC)	274.65
Tennant Creek (NT)	284.65
Toowoomba (QLD)	282.65
Thursday Island (QLD)	338.65
Townsville (QLD)	281.65
Wagga Wagga (NSW)	290.65
Wangaratta (VIC)	282.65
Weipa (QLD)	276.65
Whyalla (SA)	283.65
Wilpena-Pound (SA)	331.65
Wollongong (NSW)	293.65
Wonthaggi (VIC)	290.65
Yulara (NT)	578.65
Tier 2 Country Centres	Per day \$
Albury (NSW)	262.10
Ararat (VIC)	262.10
Ayr (QLD)	262.10
Bairnsdale (VIC)	262.10
Bundaberg (QLD)	262.10

Ceduna (SA)	262.10
Charters Towers (QLD)	262.10
Cooma (NSW)	262.10
Cowra (NSW)	262.10
Dubbo (NSW)	262.10
Echuca (VIC)	262.10
Geelong (VIC)	262.10
Goulburn (NSW)	262.10
Grafton (NSW)	262.10
Griffith (NSW)	262.10
Gunnedah (NSW)	262.10
Hamilton (VIC)	262.10
Innisfail (QLD)	262.10
Inverell (NSW)	262.10
Kadina (SA)	262.10
Kingaroy (QLD)	262.10
Maryborough (QLD)	262.10
Mildura (VIC)	262.10
Naracoorte (SA)	262.10
Narrabri (NSW)	262.10
Port Augusta (SA)	262.10
Portland (VIC)	262.10
Renmark (SA)	262.10
Rockhampton (QLD)	262.10
Sale (VIC)	262.10
Seymour (VIC)	262.10
Tamworth (NSW)	262.10
Taree (NSW)	262.10
Tumut (NSW)	262.10
Taree (NSW)	262.10
Tumut (NSW)	262.10
Warrnambool (VIC)	262.10
Wodonga (VIC)	262.10
Other Country centres	246.10

Item 2

Incidental expenses allowance - when claiming actual expenses - all locations \$20.60

Item 3

Meal allowances - when claiming actual expenses on overnight stays

Capital cities and high cost country centres

	\$
Breakfast	29.20
Lunch	56.00
Dinner	32.85

Tier 2 and other country centres

Breakfast	26.15
Lunch	51.50
Dinner	29.85

Item 4

Use of Private Motor Vehicle	Cents per kilometre \$
Official Business	72.00
Casual Rate	28.80
Motor Cycle Allowance (50% of the official business rate)	36.00

Table 6 - Remote Areas - Living Allowance

Item 1

With Dependents	Per Annum \$
Grade A	2,175
Grade B	2,886
Grade C	3,853

Item 2

Without Dependents	Per Annum \$
Grade A	1,519
Grade B	2,023
Grade C	2,699

Table 7 - Detectives' Special Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 October 2021 – 2.04%	2,028
From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.04%	2,069
From the beginning of the first full pay period to commence on or after 1 July 2023 - 2.04%	2,111

Table 8 - Prosecutors' Special Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 October 2021 – 2.04%	1,668
From the beginning of the first full pay period to commence on or after 1 July 2022 – 2.04%	1,703
From the beginning of the first full pay period to commence on or after 1 July 2023 - 2.04%	1,737

Table 9 - Special Duties Allowances (Non-Commissioned Officers)

From the beginning of the first full pay period to commence on or after 1 October 2021 - 2.04 %

	Per Annum \$
Grade 1 Six months following permanent appointment	1,323
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	1,981 2,311 2,638
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	3,306 3,964 4,637
Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	5,612 6,935 8,585

From the beginning of the first full pay period to commence on or after 1 July 2022 – 2.04%

	Per Annum \$
Grade 1 Six months following permanent appointment	1,350
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	2,021 2,358 2,692
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	3,373 4,045 4,731
Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	5,726 7,076 8,760

From the beginning of the first full pay period to commence on or after 1 July 2023 – 2.04%

	Per Annum \$
Grade 1 Six months following permanent appointment	1,377
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	2,063 2,406 2,747
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	3,442 4,127 4,828
Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	5,843 7,220 8,939

Table 10 - Forensic Services Group Expert Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 October 2021 - 2.04%	19,192
From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.04%	19,584
From the beginning of the first full pay period to commence on or after 1 July 2023 - 2.04%	19,983

Table 11 - Professional/Academic Qualification Allowance (Constable or Senior Constable)

Commencing from the first full pay period to begin on or after 1 January 2003

Professional/Academic Qualification	Per Annum \$
Diploma in Criminology	398
Bachelor or Law Degree and Other relevant approved Degrees or Associate Diplomas or Associate Diploma in Justice Administration	792

With effect from 1 January 2002:

Vocationally relevant degrees as defined in subclause 45.3, Professional Academic Qualifications Allowances.	792
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Table 12 - On-Call Allowances (Non-Commissioned Officers)

From the beginning of the first full pay period to commence on or after 1 October 2021 - 2.04%

	\$
Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	21.89
Where the period advised to be on call is 24 hours, for each such period the rate is;	32.79
Vehicle Care as defined in 48.2	10.90

From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.04%

Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	22.34
Where the period advised to be on call is 24 hours, for each such period the rate is;	33.46
Vehicle Care as defined in 48.2	11.12

From the beginning of the first full pay period to commence on or after 1 July 2023- 2.04%

Where the period advised to be on call is between 2 ordinary shifts or less than for each such period the rate is;	22.80
24 hours, Where the period advised to be on call is 24 hours, for each such period the rate is;	34.14
Vehicle Care as defined in 48.2	11.35

Where a period on call exceeds 24 hours or multiples thereof, the appropriate allowance will be paid for each period of 24 hours together with the appropriate allowance for a period less than 24 hours.

Table 13 - Meal Allowances (Non-Commissioned Officers)

Where a Non-Commissioned Officers incur an expense in purchasing a meal;

when they have worked more than one half hour beyond the completion of a rostered shift or

where they have performed duty at a place where no reasonable meal facilities were available for partaking of a meal or

where they are performing escort duty and cannot carry a meal;

will be paid the appropriate meal allowance in accordance with the following table;

	\$
Breakfast	32.50
Lunch	32.50
Dinner	32.50
Supper	11.90

Table 14 - Stocking Allowance (Non-Commissioned Officers)

	Maximum Per Annum \$
Stocking Allowance	121.00

Table 15 - Plain Clothes Allowances (Non-Commissioned Officers)

Non-Commissioned Officers required to perform duty in plain clothes will be paid the following allowances in accordance with the provisions of clause 65 - Provision of Uniform lieu of the provision of uniform. (Note: Non-Commissioned Officers paid as Detectives under clause 38 Salaries (Detectives) or as Police Prosecutors under clause 39, Salaries (Police Prosecutors) will not be entitled to a Plain Clothes Allowance).

	Per Annum \$
Non-Commissioned Officers required to perform duty in snow climate areas as specified in paragraph 65.6 - Provision of Uniform	1,467.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 2) as specified in paragraph 65.5 - Provision of Uniform	1,404.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 1) as specified in paragraph 65.4 - Provision of Uniform	1,372.00
All other Non-Commissioned officers.	1,259.00

Table 16 - Special Operations Allowance

	Effective 1 October 2021
Senior Constable Level 3 (loaded hourly rate)	50.91
Incidental Allowance	20.60
Operations Allowance	10.00
Total	81.50

Table 17 - Tactical Operations Unit Allowance

Level 1 - Certified Level 1 TOU Operative	Per Annum \$
On the attainment of Module 1 from the beginning of the first full pay period on or after 1 October 2021 - 2.04%	6,545

On the attainment of Module 1 from the beginning of the first full pay period to commence on or after 1 July 2022 – 2.04%	6,679
On the attainment of Module 1 from the beginning of the first full pay period to commence on or after 1 July 2023 - 2.04%	6,815

Level 2 - Certified Level 2 TOU OperativePer Annum
\$

On the attainment of Module 2 from the beginning of the first full pay period on or after 1 October 2021 – 2.04%	13,090
On the attainment of Module 2 from the beginning of the first full pay period to commence on or after 1 July 2022 - 2.5%	13,357
On the attainment of Module 2 from the beginning of the first full pay period to commence on or after 1 July 2023 - 2.5%	13,630

Level 3 - Certified Level 3 TOU Operative/Experienced Operative

Note: The Level 3 allowance is payable upon Completion of module 3 training, or upon 3 years service (refer definition of service in subclause 64.12) in the Tactical Operations Unit having completed module 2, whichever occurs first. If module 3 training has not been completed at the time that payment of the allowance commences, the module 3 training must be completed within 2 years of the allowance commencing to continue to receive payment of the allowance. Should module 3 training not be completed within the 2 year period, and the organisation has made training for the module available, payment of the module 3 allowance will cease and the Officer will revert to receiving a Level 2 allowance.

Per Annum
\$

From the beginning of the first full pay period on or after 1 October 2021 – 2.04%	16,362
From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.04%	16,696
From the beginning of the first full pay period to commence on or after 1 July 2023- 2.04%	17,036

SCHEDULE 1**Crown Employees (Police Officers - 2009) Award - History**

Date Published	Volume	Publication No.	Description
26 February 2010	369	C7350	Award
25 June 2010	370	C7460	Variation
29 October 2010	370	C7504	Variation
31 December 2010	370	C7527	Correction
18 November 2011	371	C7688	Variation
29 June 2012	372	C7707	Variation
7 December 2012	375	C8035	Variation

Crown Employees (Police Officers - 2013) Award - History

Date Published	Volume	Publication No.	Description
16 August 2013	375	C8069	Award
28 February 2014	375	C8163	Variation

Crown Employees (Police Officers - 2014) Award - History

Date Published	Volume	Publication No.	Description
22 August 2014	376	C8235	Award
8 May 2015	377	C8349	Variation
15 April 2016	379	C8524	Variation

Crown Employees (Police Officers - 2017) award - History

Date Published	Volume	Publication No.	Description
6 April 2018	382	C8754	Award
22 May 2020	388	C9058	Variation
16 July 2021	389	C9266	Variation

N. CONSTANT, *Chief Commissioner.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SKILLED TRADES) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 191804 of 2021)

Before Commissioner Webster

29 July 2021

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

Clause No.	Subject Matter
1.	Definitions
2.	Hours - Day Workers
3.	Rates of Pay
4.	Allowances
5.	Tool Allowance
6.	Leading Hands
7.	Mixed Functions
8.	Excess Fares and Travelling Time
9.	Overtime
10.	Shift Work
11.	Holidays and Sunday Work
12.	Payment of Wages
13.	Contract of Employment
13A	School Based Apprentices
14.	Distant Work
15.	Chokages
16.	Special Conditions
17.	Hygiene and Safety First-Aid Outfit
18.	Conveniences
19.	Piecework
20.	Damage to Clothing or Tools
21.	Sharpening Tools
22.	Special Tools and Clothing
23.	Insurance of Tools
24.	Exhibition of Award
25.	Anti-Discrimination
26.	Carer's Leave
27.	Union Delegates
28.	Dispute Resolution
29.	Transport of Employee's Tools
30.	Picnic Day
31.	General Leave Conditions and Accident Pay
32.	Deduction of Union Membership Fees
33.	Work Health and Safety for Employees of Labour Hire Employers
34.	No Extra Claims
35.	Area, Incidence and Duration

PART B**RATES AND ALLOWANCES**

Table 1 - Rates of Pay

Table 2 - Tool Allowances

Table 3 - Allowances

PART A

This award shall be known as the Crown Employees (Skilled Trades) Award 2021.

1. Definitions

- 1.1 For the purpose of this award, the definitions of the various classes specified in clause 3, Rates of Pay, of this award, shall be those which are contained in the respective State Craft Awards in relation to similar classes.
- 1.2 "Plant Mechanic" shall mean a Worker engaged in making, repairing, altering and testing metal parts (including electrics) of engine, frames, tracks, transmissions and auxiliaries of machines used on construction, earthmoving or similar operation.
- 1.3 Mechanical Tradesperson - Special Class means a Mechanical Tradesperson who is mainly engaged in any combination of installing, repairing and maintaining, testing, modifying, commissioning or fault finding on complex machinery and equipment which utilises hydraulic and/or pneumatic principles. They must be able in the course of such work to read and understand hydraulic and/or pneumatic circuitry that controls fluid power systems.

To be classified as a Mechanical Tradesperson - Special Class a tradesperson must have had a minimum of two years on-the-job experience as a tradesperson working predominantly on fluid power systems to enable the carrying out of such work with minimum supervision and technical guidance; and

Additionally, they must have satisfactorily completed a prescribed post-trades course or reached a comparable standard of skill and knowledge by other means including in-plant training or on-the-job experience.

- 1.4 Electronic Tradesperson - for the purpose of this definition "mainly engaged" means regularly over a period or intermittently during a week.
- 1.4.1 "Electronic Tradesperson" means an electrical tradesperson who is engaged in applying their knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and the diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronic Tradesperson, the employee must have at least three years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least two years' part time study. In addition, to be classified as an electronic tradesperson, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;
- (b) Working under minimum supervision and technical guidance;
- (c) Providing technical guidance within the scope of the work described in this definition;

- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2. Hours - Day Workers

- 2.1 Except as provided elsewhere in this Award the ordinary working hours shall be thirty-eight per week and shall be worked in accord with the following provisions for a four-week work cycle:

The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00a.m. and 6.00p.m. Employees shall be credited with 0.4 of one hour on each day worked. This time will accrue as an entitlement to take the fourth Monday in each cycle as a day off with pay.

By agreement in writing between the employer and the employee(s) an alternate day may be substituted for the fourth Monday. All provisions of the relevant award will apply to the alternate day as to the usual rostered day off (RDO).

The agreement regarding the substituted day shall be made at least seven (7) clear days prior to the date of the RDO.

Where an employee works on their rostered day off in accordance with this sub-clause, they may elect, where practicable, to have another day off before the end of the succeeding work cycle. In such a case the accrued entitlements are transferred to the substituted day off.

Provisions of subclause 2.5 shall not apply where 7 days clear notice is given in accordance with subclause 2.1 of this clause.

No later than the 1st December each year the employer organisation and the Unions NSW Building Trades Group of Unions shall meet to program the calendar so as to ensure that where appropriate rostered days off fall together with Public Holidays as prescribed in clause 11, Holidays and Sunday Work, of the award.

- 2.2 Where the fourth Monday or agreed RDO falls on a public holiday, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
- 2.3 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 2.4 Where an employee has not worked a complete 4 week cycle, they shall be entitled to pro-rata accrued entitlements towards an RDO for each day (or fraction thereof) worked or regarded as worked in the cycle. This provision will also apply to their entitlements on termination of employment.
- 2.5 In addition to their accrued entitlements, employees shall be paid at the rates for Saturday work as provided in Clause 9 of this award, if required by the employer to work on an accrued RDO. The requirement to work shall apply in circumstances where it is necessary to enable other workers to be employed productively, or to carry out maintenance outside ordinary working hours, or for any other reasons arising from unforeseen delays and/or emergency circumstances on a project.
- 2.6 A paid rest period of ten minutes shall be provided between 9a.m. and 11a.m. or at such earlier time as may be mutually agreed upon. Employees will be allowed a tea break during the afternoon period at a time to be arranged by the employer. The taking of the tea break shall not involve a complete stoppage of work. Where the majority of employees on a particular site are covered by awards other than this award, the conditions for the taking of morning and afternoon rest breaks that apply to the majority shall be observed by mutual agreement.
- 2.7 Painters shall be allowed five minutes before lunch and before knock off time to clean and put away their brushes, tools, etc., and bridge and wharf carpenters shall be allowed five minutes before ceasing time to wash and put away gear.

3. Rates of Pay

An employee of a classification specified in Part B, Table 1 - Rates of Pay, shall be paid the weekly rate of pay assigned to that classification as shown in Table 1.

4. Allowances

- 4.1 In addition to the wages and tool allowances prescribed in Part B, Table 1 and Item 1 of Table 2 of this Award, the following special rates and allowances as set out in Part B, Table 3 - Allowances shall be paid to employees.
- 4.2 Carpenter Diver: The hourly rate of pay for a Carpenter Diver shall be calculated by adding the allowance rate specified in Item 1 of Part B, Table 3 to the weekly rate for a bridge and wharf carpenter and dividing the result by 31.
- 4.3 The following provisions shall apply when a bridge and wharf carpenter is called upon to work as a diver.
- (a) In the period before the lunch break, payment shall be at the carpenter-diver rate for all time worked, with a minimum payment of three hours.
 - (b) After the lunch break, payment at carpenter-diver rate is for time worked or for three hours, whichever is the greater.
 - (c) Where the employee undertakes work as a carpenter-diver both before and after the daily meal break on the same day, payment for the whole day of six hours twelve minutes shall be at the carpenter-diver rate.
 - (d) For any other work on a day during a period when not paid as a carpenter diver they shall receive the rates for a bridge and wharf carpenter.
 - (e) A carpenter-diver required on any day or shift to work at depths of twelve metres or over shall be paid a minimum of six hours twelve minutes at the Carpenter Divers' rate for such day or shift.
- 4.4 Electricians - An electrician who is the holder of a New South Wales Electrician's licence shall be paid the allowance rate specified in Item 2 of Part B, Table 3.
- 4.5 Lead Burner - The ordinary rates for lead burners shall be calculated by adding to the rate prescribed for journeyman plumbers in this award the allowance rate specified in Item 3 of Part B, Table 3.
- 4.6 Plumber and Drainer - The ordinary rate of wages for employees in each of the undermentioned classifications shall be calculated by adding to the rate specified in Part B, Table 1 the allowance rate specified in Item 4 of Part B, Table 3:
- 4.6.1 When required to act on their Plumber's licence;
 - 4.6.2 When required to act on their Gasfitter's licence;
 - 4.6.3 When required to act on their Drainer's licence;
 - 4.6.4 When required to act on their Plumber's and Gasfitter's licence;
 - 4.6.5 When required to act on their Plumber's and Drainer's licence;
 - 4.6.6 When required to act on their Gasfitter's and Drainer's licence;
 - 4.6.7 When required to act on their Plumber's, Gasfitter's and Drainer's licence.

- 4.7 Electric Welding - An additional allowance as specified in Item 5 of Part B, Table 3 shall be paid to employees holding a Department of Industrial Relations oxy-acetylene or electric welding certificate and who operate at the skill levels required for the certificate. The allowance will be paid in addition to the rates for a journeyman/plumber contained in the award for work necessitating the holding of a certificate, supervision by a certificate holder or while supervising such work.
- 4.8 Boot or Shoe Repairer - A boot or shoe repairer who for the major part of the week is required to repair anatomical, surgical or orthopaedic boots or shoes shall be paid the allowance rate specified in Item 6 of Part B Table 3.
- 4.9 Shipwright-Boat builder - The ordinary rate of wages for Liner Off, Lofts person and Model Maker shall be calculated by adding to the rate prescribed in clause 3, Rates of Pay, the allowance rate specified in Item 7 of Part B, Table 3.
- 4.10 Computing Quantities - Employees, excluding leading hands and charge hands, who are regularly required to compute or estimate quantities or materials in respect to the work performed by the other employees shall be paid the allowance rate specified in Item 8 of Part B, Table 3.
- 4.11 Joiners, NSW Public Works: A Joiner employed in the NSW Public Works division of the Department of Finance, Services and Innovation shall be paid the allowance rate specified in Item 9 of Part B, Table 3. This rate is fixed for all purposes of the award.

The provisions of this subclause shall only apply to a joiner when required to work at their regular place of employment.

Where a joiner works away from their regular place of employment, a deduction specified in Item 9 of Part B, Table 3 shall be made from the allowance rate so specified for each day so worked.

- 4.12 Registration Allowance - 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 allowance rate specified in Item 10 of Part B, Table 3. This allowance shall be paid for all purposes of the award with the exception of Clause 9, Overtime, and Clause 10, Shift Work, of this award. In this case it shall be paid as a flat rate for all hours worked.
- 4.13 Marking Off/Setting Out - A building tradesperson mainly employed marking and/or setting out work for other employees shall be paid the allowance rate specified in Item 11 of Part B, Table 3.
- 4.14 Cold Places - Employees working in places where the temperature is reduced by artificial means to less than 0 degrees Celsius shall be paid the allowance rate specified in Item 12 of Part B, Table 3. Where such work continues for more than two hours, employees shall be entitled to twenty minutes rest after every two hours work without loss of pay.
- 4.15 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Item 13 of Part B, Table 3. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 4.16 Dirty Work -
- 4.16.1 Work which is considered by both a supervisor and worker to be of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned, and for which no other special rates are prescribed, shall be paid for by the allowance rate specified in Item 14 of Part B, Table 3.

In the case of disagreement between the supervisor and worker the latter shall be entitled within twelve hours to ask for a decision on their claim by the employer, their industrial officer, manager, superintendent or engineer. A decision shall be given on the worker's claim within twenty-four hours of its being asked for (unless the time expires on a non-working day, in which case it 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, their industrial officer, manager

or engineer, it shall have the right to bring such case before the Industrial Commission of New South Wales.

4.16.2 In addition to the minimum rates of pay specified by this award, a bridge and wharf carpenter shall receive an allowance as specified in Item 14 of Part B, Table 3 when working in the following circumstances:

- (a) when using creosote, tar, bitumen, wood preservative or any other material or liquid that is damaging to clothes or unduly objectionable to the employee or damaging to their tools; and
- (b) when working with materials which have been treated with any of the said substances in such a way as to pollute the clothes or the person of the employee or damage their tools.

4.16.3 Oil or other suitable solvents shall be provided by the employer free of charge to bridge and wharf carpenters to remove tar, bitumen, creosote or similar preparations from their persons.

4.16.4 In addition to the minimum rates of pay provided by this award, a special hourly allowance set out at Item 14 of Part B, Table 3 is available to a bridge and wharf carpenter in the following circumstances. The allowance is payable where the employee is working in such dirty or dusty conditions that they incur damage to their clothing or injuries to their person. This may include work on, or engagement in, construction, repair, demolition or renovation of coal hoppers or bins, or metal hoppers or bins, or on the repair, demolition or renovation of wharves or gantries, bridges, piers, towers or flying-foxes, jetties, dolphins or works of a like nature.

4.16.5 In the event of any dispute arising as to whether any work is of a character entitling a bridge and wharf carpenter to a special payment in terms of paragraphs 4.16.2 and 4.16.4 of this clause, the matter may be referred to the Industrial Relations Commission of New South Wales. A decision in respect of any claim shall be made by the employer or their engineer within forty-eight hours of the claim being made.

4.16.6 A Shipwright Boat builder who is:

- (a) stripping, caulking, tarring and sheathing on old work below the waterline;
- (b) doing work in connection with coal bunkers and holds in which coal has been carried and dirty steering gear;
- (c) doing work in connection with wooden ceilings in hatches, sheathing in holds, replacing timber on ceilings and sheathing in connection therewith (old work only);
- (d) doing work where laykold, risqué steel, never reust, adfast, wetted lead, on azote or any similar materials are used by shipwrights;
- (e) doing work with a portable sanding machine when an adequate dust catcher is not fitted to such machine;
- (f) doing work in places where bulk sugar, scrap iron, hides and cement have been carried;
- (g) doing work which is rendered unusually dirty by the presence of coal (other than Indian and South African);

shall receive a special hourly rate as set out at Item 15 of Table 3 whilst so employed in addition to the minimum rates of pay provided by this award.

4.17 Height Money: - Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the allowance rates specified in Item 16 of Part B, Table 3. 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, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial

structure that, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Work Health & Safety Act 2011*.

- 4.18 Hot Places:- Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid the allowance rate specified in Item 17 of Part B, Table 3. In places where the temperature exceeds 54 degrees Celsius such employees shall be paid the allowance rate specified in Part B, Table 3.

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 work supervisor will decide as to the temperature level, after consultation with the employees who claim the extra rate.

- 4.19 Insulation Material:- An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature, shall be paid the allowance rate specified in Item 18 of Part B, Table 3. This rate shall also apply to employees working in such close proximity so as to be affected by the insulating material.

- 4.20 Smoke-boxes, etc.: - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an additional hourly allowance. 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 entitled to an allowance. The rates for both allowances are specified in Item 19 of Part B, Table 3.

- 4.21 Wet Places: -

4.21.1

- (a) An employee working in any place where water is continually dripping on the employee, or where there is water underfoot so that clothing and boots become wet, shall be paid the allowance rate specified in Item 20 of Part B, Table 3. This extra rate is not payable where an employee is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid at that rate for any part of the day or shift that they are required to work in wet clothing or wet boots.

- (b) Where a plumber is required to work in the rain he shall be paid the allowance rate specified in Item 20 of Part B, Table 3 for time so worked.

4.21.2 An employee who is called upon to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less shall be entitled to the allowance rate specified in Item 20 of Part B, Table 3.

4.21.3 An employee called upon to work knee-deep in mud or water, shall be paid at the rate of the allowance rate specified in Item 20 of Part B, Table 3. This subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.

- 4.22 Acid furnaces, Stills, etc.:

4.22.1 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 the allowance rate specified in Item 21 of Part B, Table 3. This additional rate shall be regarded as part of the wage rate for all purposes of the award.

4.22.2 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 the allowance rate specified in Item 21 of Part B, Table 3. This additional rate shall be regarded as part of the wage rate for all purposes.

- 4.23 Towers Allowance:- An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over fifteen metres in height shall be paid the allowance rates specified in Item 22 of Part B, Table 3, for all work above fifteen metres.
- 4.24 Depth Money: - An employee working in tunnels, cylinders, caissons, coffer dams and sewer work, and in underground shafts exceeding 3 metres in depth shall be paid the allowance rate specified in Item 23 of Part B, Table 3.
- 4.25 Swing Scaffolds: - The allowance rates specified in Item 24 of Part B, Table 3 for the first four hours or any portion thereof, and for each hour thereafter on any day shall be made to any persons employed:
- (a) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
 - (b) 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.
- 4.25.1 Solid plasterers when working off a swing scaffold shall receive an additional hourly payment as set out in Item 24 of Part B, Table 3.
- 4.26 Spray Application: - A painter engaged on all spray applications carried out in other than a properly constructed booth approved by the Department of Industrial Relations shall be paid the allowance rate specified in Item 25 of Part B, Table 3.
- 4.27 An allowance shall be paid as specified in Item 26 of Part B, Table 3 for all work, other than chokages, that is done in connection with lavatories, urinals, soil or waste pipes where used principally for venereal patients in hospitals or ships. The allowance need not be paid if suitable gloves and (where necessary) suitable boots are supplied to the employee concerned for use during such work. Gloves and boots remain the property of the employer.
- 4.28 Working Second hand Timber:- If, while working with second hand timber, a Bridge and Wharf Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber, he/she shall be entitled to the allowance rate specified in Item 27 of Part B, Table 3 for each day upon which his/her tools are so damaged. Payment of the allowance is contingent upon the damage being reported immediately to the employer's representative on the job in order that the claim can be proved.
- 4.29 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 allowance rate specified in Item 28 of Part B, Table 3.
- 4.30 Electric Welding - Plumbers: - A plumber engaged on electric welding applicable to plumbing shall be paid the allowance rate specified in Item 29 of Part B, Table 3 for the time so worked.

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.

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.

- 4.31 Explosive Powered Tools -
- 4.31.1 Employees required to use explosive powered tools shall be paid the allowance rate specified in Item 30 of Part B, Table 3.
- 4.31.2 If bridge and wharf carpenters are required to use power driven tools they shall be paid the allowance rate specified in Item 30 of Part B.

4.32 Scaffolding Rigging - An employee who is the holder of a scaffolding or rigging certificate issued by the Department of Industrial Relations and undertakes work that requires a person to have such a certificate, shall be paid the allowance rate specified in Item 31 of Part B, Table 3.

4.33 Corrective Establishments - An employee of the NSW Public Works division of the Department of Finance, Services and Innovation who is required to work in the maximum security sections of the following Corrective establishments - Cessnock, Goulburn, Lithgow, Mulawa, Parklea, Special Purpose Centre, Metropolitan Remand & Reception Centre, Metropolitan Special Programs Centre, Metropolitan Medical Transient Centre/Long Bay Hospital, Endeavour House and Minda Patterson House) and Bathurst shall be paid the hourly allowance rate specified in Item 32 of Part B, Table 3.

4.33.1 Mental Institutions - Employees of the NSW Public Works division of the Department of Finance, Services and Innovation working in mental institutions shall be paid the allowance rate specified in Item 32 of Part B, Table 3 in addition to all other rates payable under this award. This payment is not applicable to overtime or other penalty rates:

Payment under this subclause shall not be made in respect of work done in such areas as may be agreed upon between the respective unions and the Industrial Relations Secretary.

4.33.2 Geriatric Hospitals - Employees working or required to work in the following geriatric hospitals: namely, Allandale, Garrawarra and Strickland, shall be paid an allowance as set out in Item 32 of Part B, Table 3. Those working or required to work at Lidcombe Hospital shall be paid the allowance rate specified in Item 32 of Part B, Table 3, in addition to all other rates payable under this Award. This payment is not applicable to overtime or other penalty rates:

4.33.3

(a) A Plumber who shall be required to work in hot and/or cold water tanks for the purpose of the control of Legionella Pneumophilia shall be required to use and wear the appropriate respiratory equipment and safety clothing as directed by the Department of Health. They will be paid the allowance rate specified in Item 32 of Part B, Table 3, per hour or part thereof while undertaking such work.

The allowance prescribed by this subclause shall be in lieu of the special rates prescribed in subclauses 4.14, Cold Places, 4.15, Confined Spaces, 4.18, Hot Places and 4.21, Wet Places of this clause.

(b) An employee who is required to assist a plumber in the performance of work described in (a) above shall not be entitled to the allowance as so prescribed but shall be entitled to any other special rates prescribed under clause 4, Allowances, if applicable.

4.34 Distant Places -

4.34.1 All employees working in districts west and north of and excluding:

- (i) State Highway No. 17 from Tocumwal to Gilgandra
- (ii) State Highway No. 11 from Gilgandra to Tamworth
- (iii) Trunk Road No. 63 to Yetman and State Highway No. to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes.

shall be paid the allowance rate specified in Item 33 of Part B, Table 3.

4.34.2 All employees working the in Western Division of the State shall be paid the allowance rate specified in Item 33 of Part B, Table 3.

4.34.3 All employees working within the area bounded by and inclusive of:

- (i) Snowy River from the New South Wales border to Dalgety, then by road directly from Dalgety to Berridale
- (ii) on the Snowy Mountain Highway at Adaminaby to Blowering
- (iii) from Blowering southwest to Welaregang and on the Murray River
- (iv) in a south-easterly direction along the New South Wales border to the point of commencement.

shall be paid the allowance rate specified in Item 3 of Part B, Table 3 extra per day or part thereof.

4.34.4 Bridge and Road Construction: - Employees engaged on road and bridge construction and repair within the area bounded by and inclusive of

- (i) Queensland border on the north
- (ii) State Highway No. 9 from Tenterfield to Bendemeer on the west
- (iii) State Highway No. 11 from Bendemeer to Port Macquarie on the south
- (iv) the coastline from Port Macquarie to Tweed Heads on the east.

shall be paid the allowance rate specified in Item 32 of Part B, Table 3 per day extra.

4.35 Morgues - An employee required to work in a morgue shall be paid the allowance rate specified in Item 33 of Part B, Table 3, per hour whilst so employed.

4.36 Applying Obnoxious Substances -

4.36.1 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 allowance rate specified in Item 34 of Part B, Table 3.

4.36.2 In addition, employees applying such material in buildings which are normally air conditioned shall be paid the allowance rate specified in Item 34 of Part B, Table 3.

4.36.3 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. In addition, protective clothing shall be supplied where recommended by the NSW Department of Health.

4.36.4 Employees working in close proximity to employees so engaged shall be paid the allowance rate specified in Item 34 of Part B, Table 3.

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

4.37 Bricklayers laying other than Standard Bricks - Bricklayers employed laying blocks (other than concrete blocks for plugging purposes) shall be paid the allowance rates specified in Item 35 of Part B, Table 3 in relation to the weight of the blocks.

- (a) Where the block weighs over 5.5 kg and under 9 kg.
- (b) Where the block weighs 9 kg or over and up to 18 kg.

(c) Where the block weighs over 18 kg.

4.37.1 An employee shall not be required to lift a building block in excess of 20 kg in weight unless provided with a mechanical aid or an assistant. An employee shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 1.2 metres above the working platform.

4.37.2 This subclause shall not apply to employees being paid the extra rate for refractory work.

4.38 Bagging - Employees engaged upon bagging bricks or concrete structures shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

4.39 Cleaning down Brickwork - A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid the allowance rate specified in Item 37 of Part B, Table 3. Employees will be supplied with gloves by the employer when undertaking such work.

4.40 Asbestos - Employees required to work with 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. Where it is mandatory to wear protective equipment, the employees shall be paid the allowance rate specified in Item 38 of Part B, Table 3 whilst engaged on such work.

4.41 Pneumatic Tool Operation - A stonemason in New South Wales using pneumatic tools of 2.75 kilograms or over in weight shall be paid the allowance rate specified in Item 39 of Part B, Table 3 each day on which he uses such a tool.

4.42 Brick Cutting Machine - One bricklayer on each site to operate the cutting machine and to be paid the allowance rate specified in Item 40 of Part B, Table 3 per hour or part thereof while so engaged.

4.43 Asbestos Eradication -

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

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

All aspects of asbestos eradication work shall be conducted in accordance with the *Work Health and Safety Act 2011* concerning construction work involving asbestos and asbestos cement.

In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the allowance rate specified in Item 41 of Part B, Table 3. This is in lieu of special rates as prescribed in Clause 4, Allowances, with the exception of subclauses 4.14, cold places; 4.18, hot places; 4.25, swing scaffold; 4.26, spray application and 4.28, working second hand timber.

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.

4.44 Animal Houses -

An employee who is required to work in an Animal House shall be paid an additional hourly allowance as set out in Item 42 of Part B Table 3 whilst so employed.

4.45 Coal Wash: Employees of the Roads and Traffic Authority involved in road construction work in the Illawarra region working in areas where coal wash is being unloaded, handled or spread shall be paid an

hourly allowance as set out in Item 43 of Part B Table 3. The Illawarra region is defined to represent the area serviced from the Bellambi Works Office

5. Tool Allowance

In addition to the rate of pay as prescribed in Part B, Table 1 - Rate of Pay an employee of a classification specified in Item 1 of Part B, Table 2, clause 5, Tool Allowances, shall be paid a tool allowance as prescribed in that table. The tool allowance is applicable to both skilled tradespeople and apprentices and is to form part of the ordinary pay for all purposes.

6. Leading Hands

Leading hands shall be paid allowances prescribed in Part B, Table 3 - Allowances as follows:

- 6.1 Employees appointed to be in charge of up to and including five employees as per Item 44 of Part B, Table 3.
- 6.2 Employees appointed to be in charge of more than five and up to and including ten employees as per Item 45 of Part B, Table 3.
- 6.3 Employees appointed to be in charge of more than ten employees as per Item 46 of Part B, Table 3.

7. Mixed Functions

Where an employee is engaged for more than two hours daily or per shift on higher duties, including duties entitling them to a leading hand allowance, they shall be entitled to a higher duties allowance or rate allowance for the whole of such day or shift.

If the higher duties are undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked. If an employee is required to act as leading hand at the commencement of a day or shift, they shall be paid the appropriate allowance for the whole of such day or shift.

8. Excess Fares and Travelling Time

- 8.1 An allowance specified in Item 51 of Part B, Table 3, shall be paid by employers to employees to compensate for excess fares and travelling time to and from places of work:
 - 8.1.1 the above stated allowance shall not be payable if the employer provides or offers to provide transport free of charge to the employees in which case the allowance rate specified in Item 52 of Part B, Table 3, shall be paid.
 - 8.1.2 An employee is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they have used other means of travel or walked to their places of work.
 - 8.1.3 Entitlement to an allowance under the provisions of this subclause applies only when tradespeople work away from their regular place of employment.
- 8.2 Allowances specified in Item 53 of Part B, Table 3, clause shall be paid to first year apprentices (or probationers) and to 2nd, 3rd, 4th and 5th year apprentices to compensate for excess fares and travelling to and from work.
 - 8.2.1 The above stated allowance shall not be payable if the employing Authority provides or offers to provide transport free of charge to the apprentices in which case the allowance rates specified in Item 54 of Part B, Table 3, shall be paid.
 - 8.2.2 An apprentice is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they use other means of travel or walk to their places of work.

The provisions of this subclause apply to an apprentice only when working away from his/her regular place of employment and/or workshop.

- 8.3 An employee who is required by their employer to work at a job away from their accustomed workshop shall report for work at the job at their usual starting time. For each day spent on such work, employees will be entitled to an allowance as set out in Item 51 of Part B Table 3 and at Item 52 for apprentices. Where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop, they shall be paid an allowance for the excess travel time and fares as set out in Item 51 of Part B, Table 3.

If the employee receives approval from their employer to use their own means of transport to and from outside jobs, they are entitled to payment of excess fares based on public transport rates, unless they have an arrangement with their employer for a regular allowance.

- 8.4 If an employee is sent during working hours to undertake work at one or more different sites to their usual workplace, the employer shall, in addition to the amount they are liable to pay under subclauses 8.1 and/or 8.2 of this clause, pay all travelling time and fares incurred,
- 8.5 Electricians and/or electrical apprentices shall be paid in accordance with the fares and travelling allowances prescribed from time to time, by the Electricians, &c. (State) Award published 14 March 2008 (365 I.G. 181), as varied.
- 8.6 Except as provided by subclause 8.4 of this clause, this clause shall not apply to employees of the Roads and Traffic Authority or the Department of Industry (formerly Department of Land and Water Conservation). Employees of these organisations shall be paid the rates in respect of fares and travelling time as provided by the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award public sector rates within the (Crown Employees Wages Staff (Rates of Pay) Award 2020.

9. Overtime

- 9.1 Overtime shall be payable for all time worked outside the ordinary hours prescribed in clause 2 for any one day, including accrued time. The rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause 9.2 of this clause, in computing overtime each day's work shall stand alone.

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

9.3 Call Back:

9.3.1 An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time recalled. In the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause does not apply:

- (a) in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours or
- (b) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

9.3.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 9.2 of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.

9.3.3 If an employee is required to work in excess of four hours, he/she shall be paid a meal allowance specified in Item 55 of Part B, Table 3, for each subsequent meal. The employee will be allowed a crib time of 20 minutes without deduction of pay at the end of each four hours' work, provided work is to continue after the said period of four hours.

9.4 Saturday Work - Five Day Week:

A day worker on a five day week who is required to work on a Saturday shall be paid for not less than four hours' work, except where such overtime is continuous with overtime commenced the previous day. All work performed in the afternoon shall be paid for at double time rates. Tea Breaks shall be allowed in accordance with subclause 2.2 of clause 2, Hours - Day Workers, of this Award.

9.5 Standing By:

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

9.6 Meal Hours - General:

Except as provided in subclause 9.7 of this clause, work done during meal hours 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 six hours without a break for a meal.

9.7 Meal Hours - Maintenance Employees, Concrete Pours etc.

9.7.1 Where breakdowns of plant occur or routine maintenance of plant can only be done while such plant is idle, an employee employed as a regular maintenance person shall, whenever instructed to do so, work during meal breaks at the ordinary rates prescribed herein. This shall be subject to the provisions of subclause 9.6 of this clause.

9.7.2 Where, for special reasons, it is necessary to alter the time of the recognised meal hours for the purpose of finishing the pouring of concrete, hot mix, etc. or where work is affected by tides, the employer may alter the lunch break either forward or backward by one hour.

9.8 Tea Money:

An employee required to work overtime for one and a half hours or more without being notified on the previous day or earlier of such requirement shall be supplied with a meal by the employer or paid the allowance rate specified in Item 56 of Part B, Table 3. After the completion of each four hours on

continuous overtime the employee shall be paid the allowance rate specified in Item 56 of Part B, Table 3 for each subsequent meal in addition to his/her overtime payment. 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.

9.9 Transport of Employees:

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

9.10 Compulsory Overtime:

An employer may direct any employee to work reasonable overtime at overtime rates provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors 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 employee's health and safety,
- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
- (d) the notice (if any) given by the employer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
- (e) any other relevant matter.

9.11 Cribs:

9.11.1 An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break. For the purposes of this paragraph "normal ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clause 2, Hours, Day Workers and clause 10, Shift Work, of this award.

9.11.2 Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm without loss of pay.

9.12 Limitation of Overtime:

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

9.13 Availability Allowance - Roads and Maritime Services (RMS)

9.13.1 Notwithstanding the provisions of subclause 9.5 of this clause, an electrical tradesperson employed by the RMS who is rostered to be available in connection with emergency repairs to toll collection equipment shall be paid a daily availability allowance of three hours at ordinary rates of pay for each week night (Monday to Friday) (excluding public holidays) the employee is available between normal ceasing time and commencing time on each day.

- 9.13.2 An employee rostered to be available in connection with emergency repairs to toll collection equipment on a Saturday, Sunday and Public Holidays from 6.00 am Saturday to 6.00 am Sunday and 6.00 am Sunday to 6.00 am Monday and the same hours on a Public Holiday shall be paid 7.6 hours pay at ordinary rates for each twenty-four hours he is actually available.
- 9.13.3 The allowance set out in paragraphs 9.13.1 and 9.13.2 of this subclause, shall be in compensation for the employee being available for the periods between normal ceasing time and normal commencing time during week days and for being available for twenty-four hours on each Saturday, Sunday or Public Holidays, to answer emergency calls from the toll collection centres.
- 9.13.4 Any overtime worked on a call-out during the time covered by the rostered period shall be paid for in accordance with subclause 9.3 of this clause.

10. Shift Work

PART A

OTHER THAN CONSTRUCTION WORK

(a) Definitions

10.1 For the purpose of this clause

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

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

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

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

(b) Hours - General

- 10.2 Employees on shift work shall accrue 0.4 of an hour for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every 20 shift cycle. This 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause.
- 10.3 Paid leave taken during any cycle of four weeks and public holidays as prescribed by Clause 11, Holidays and Sunday Work, of this award shall be regarded as shifts worked for accrual purposes.
- 10.4 Except as provided above, employees not working a complete four week cycle shall be paid accrued pro-rate accrued entitlements for each shift worked on the programmed shift off, or in the case of termination of employment on termination.
- 10.5 The employer and employees shall agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract. This accumulation shall be limited to no more than 5 days before they are taken as paid days off. When taken, the days shall be regarded as days worked for accrual purposes in the particular 20 shift cycle.
- 10.6 Where an employer, for emergency reasons requires an employee to work on his/her rostered day off, the terms and conditions prescribed in clause 2 Hours - Day Workers, of this award shall apply.

Hours

(a) Continuous Work Shifts And

(b) Other Than Continuous Work Shifts

Hours - Continuous Work Shifts

10.7 This subclause shall apply to shift workers on continuous work as hereinbefore defined.

10.7.1 The ordinary hours of such shift workers shall not exceed -

- (a) eight in any one day; nor
- (b) forty-eight in any one week; nor
- (c) eighty-eight in fourteen consecutive days; nor
- (d) one hundred and fifty two in twenty-eight consecutive days.

10.7.2 Subject to the following conditions such shift workers shall work at such times as the employer may require:

a shift shall consist of not more than eight hours, inclusive of crib time;

Hours - Other than Continuous Work

10.8 This subclause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed -

10.8.1 forty in any week to be worked in five shifts of eight hours on Monday to Friday, inclusive; or

10.8.2 eighty in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;

10.8.3 one hundred and twenty-one consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

10.8.4 Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

10.8.5 Variation by Agreement

The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.

Determined commencing and finishing times of shifts may be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment. In the absence of agreement, variation can occur by the employer giving seven days' notice of alteration to the employee.

10.8.6 Afternoon or Night Shift Allowances

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 shall be paid at the rate of time and a half for the first three hours and double time thereafter.

An employee who -

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

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

10.8.7 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 rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause 10.8.6 of this clause.

10.8.8 Overtime

An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work in accordance with such requirement.

10.8.9 Sundays and Holidays

- (i) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday shall be paid at the rate of time and three quarters. Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a public holiday shall be paid at the rate of double time and one half.
- (ii) Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 11, Holidays and Sunday Work, of this award. 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. The time worked by an employee on a shift commencing before midnight on a Saturday or preceding a holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where the major portion of shifts fall partly on a holiday, that shift shall be regarded as the holiday shift.

- 10.8.10 Seven Day Shift Workers - A seven day or continuous shift worker is a shift worker who is rostered to work regularly on Sundays and holidays. When their rostered day off falls on a public holiday prescribed by this clause, they shall, at the discretion of the employer, be paid for that day at the ordinary rate or have an additional day added to their annual leave. This subclause shall not apply when the holiday on which they are rostered off falls on a Saturday or Sunday.

PART B**CONSTRUCTION WORK**

- 10.9 Notwithstanding the foregoing provisions of this clause, the terms and conditions prescribed by the General Construction and Maintenance Civil and Mechanical Engineering &c. (State) Award may apply in lieu for employees carrying out shift work in the following circumstances:
- (a) whenever it may be found necessary in the erection, alteration, renovation or demolition of buildings or on work in connection with the construction
 - (b) and/or maintenance of water supply and sewerage works, roads, bridges, water conservation and irrigation works or harbour and reclamation and irrigation works to work wholly by night or in a two or three shift system.
- 10.10 An employee employed for less than five continuous shifts in any working week shall be paid in accordance with clause 9, Overtime, of this award. Where an employee is employed on night shift for more than one week continuously and the job finishes mid-week, the employer may terminate the engagement. In this instance the employee will be paid the current shift rate for time actually worked. In cases where due to the action of the employee, less than a full week is worked, the employee is paid for the actual time worked at ordinary night shift rates.

11. Holidays and Sunday Work

- 11.1 Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, and all other gazetted holidays proclaimed to operate throughout the State.
- 11.2 Except as provided in paragraph 10.8.9, Sundays and Holidays, of Part A, Other than Construction Work, of clause 10, Shift Work, of this award, an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until he is relieved from duty, and double time and one half for work done on public holidays, such double time and one half to continue until he is relieved from duty.
- 11.3 An employee not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until he has had ten consecutive hours off duty. The 10 hour break shall be without deduction of pay for ordinary time of duty occurring during such absence.
- 11.4 An employee, other than on shift, who attends for work as required on a Sunday or public holiday shall be paid for not less than four hours' work.
- 11.5 Where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, they shall not be entitled to payment for such holiday.
- Where public holidays fall on successive days an employee shall be entitled to payment for the holiday closest to the said day if they have worked on either the day preceding or the day after such holiday but not on both. No payment shall be made if the employee has ceased work without permission on either of the said days.
- 11.6 Where an employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, the employee shall be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.
- 11.7 The provisions of clause 2, Hours - Day Workers, of this award shall apply to employees working on Sundays and Holidays.

- 11.8 Where an additional or substitute public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or a State Government under any Act throughout any State or part thereof, such day shall, within the defined locality, be deemed to be a holiday for the purposes of this Award. An employee shall not be entitled to the benefit of more than one holiday upon such occasion.

12. Payment of Wages

- 12.1 Wages shall be paid fortnightly. For the purpose of any increase to the wages, the wages shall be made up on a weekly basis.
- 12.2 Wages shall be paid into a bank or other account, except in isolated areas where payment will be made by cheque.
- 12.3 The employer shall not keep more than 3 days pay in hand.
- 12.4 Upon termination of the employment wages shall be paid according to the usual method no later than the next working day. Where an employee is summarily dismissed, as provided for in clause 13, Contract of Employment, of this award, the employer shall make payment according to the usual method, within 48 hours of dismissal.

13. Contract of Employment

- 13.1 Weekly Employment

Except as hereinafter provided, employment shall be by the week.

- 13.2 Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such cases wages shall be paid only up to the time of dismissal.
- 13.3 Payment shall be deducted for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible. This is not including time lost for wet weather. Where an employee has given or been given notice in line with subclause 13.2, employment is continued until the date of the expiration of such notice, except by agreement between the parties.

An employee who has given or been given notice in line with subclause 13.2, must provide a reasonable explanation for any absences during the period of notice. Proof of the reason for such absence must be able to be provided by the employee. If no proof is provided, the employee shall be deemed to have abandoned their employment and shall not be entitled to payment for work done within the period of notice.

- 13.4 An employee (other than an employee who has given or received notice in accordance with subclause 13.2, of this clause) not attending for duty shall, except as provided by clause 11, Holidays and Sunday Work, of this award, shall receive no payment for the actual time of such non-attendance.
- 13.5 During the first week of employment, an employee's services may be terminated by the giving of one hour's notice on either side.
- 13.6 Late Comers: Notwithstanding anything elsewhere contained in this award, employees who report for duty after their appointed starting time or stop work before their appointed finishing time may have their wages adjusted by a fraction or decimal proportion of an hour (not exceeding a quarter of an hour). This subclause does not apply where an employee has a legitimate reason for coming late or leaving early and promptly advises the employer of such. An employer who adopts a proportion for the aforesaid purposes shall apply the same proportion for the calculation of overtime.

13A. School Based Apprentices

(a) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

(b) Wages

(i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of paragraph (i) of this subclause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

(iii) The wages paid for training time may be averaged over the school term or year.

(iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(c) Progression through the Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(d) Conversion from a school based apprentice to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(e) Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

14. Distant Work

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

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

14.2 An employee who is engaged on distant work shall be transported, with tools, to and from the work location once per day at the employer's expense. If the employee is called back to the work site after finishing their daily duties, they again shall be transported to and fro at the employer's expense for each occurrence.

14.3 Return fares and travelling time need not be paid to an employee who:

- (a) leaves their employment of their own free will; or
- (b) is discharged for misconduct

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

14.4 Time occupied in travelling to and from distant work shall be paid for at ordinary rates. No employee shall be paid more than an ordinary day's wages for any day spent in travelling unless they are on the same day occupied in working for an employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 57 of Part B, Table 3.

14.5

14.5.1 On distant work reasonable board and lodging shall be provided by the employer or a weekly (7 day) allowance as set out in Item 58 of Part B, Table 3. This allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job, the allowance per day shall be as set out in Item 58 of Part B, Table 3.

14.5.2 The foregoing allowances may be increased if an employee can satisfy an employer that they reasonably incurred greater expenses than those covered by such allowances. In the event of disagreement, the Dispute Resolution procedures contained in clause 28 of the reviewed award should be utilised. This does not preclude the matter being referred to the Industrial Relations Commission of New South Wales.

14.5.3 Reasonable board and lodging shall mean lodging in a well-kept establishment with adequate furnishing, good bedding and floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available.

14.6 Where an employee is required to camp either by direction of the employer or because no reasonable transport facilities are available for the employee to proceed to and from their home each day, subclauses 14.5.1, 14.5.2 and 14.5.3 of this clause shall not apply to the following:

Employees of the Roads and Maritime Services; Department of Investment or NSW State Forests in respect of the following work:

Construction and/or maintenance of water supply and sewerage works; roads, bridges, water conservation and irrigation works, harbour and reclamation works or forest works.

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

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

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

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

An employee who is required to camp has an entitlement to a daily allowance as specified in Item 59 of Table 3 for each day they remain in camp. The allowance is not paid for any working day the employee is absent from duty, except in such cases of sickness or for any reason beyond the employee's control.

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

14.7 Employees who wish to return home for the weekends will be paid an allowance at the rate shown in Item 60 of Part B, Table 3 on each occasion they return home provided they:

- (i) work as required during the ordinary working hours, and
- (ii) work on the working day both before and after a weekend, and
- (iii) notify the employer no later than the Tuesday of each week, and
- (iv) return home for the weekend.

Employees in receipt of this allowance will not be entitled to payment of the camping allowance prescribed in subclause 14.6 of this clause, for the day or days on which they are absent.

14.7.1 This subclause shall not apply to an employee who is receiving the allowance rate specified in Item 57 of Part B, Table 3, in lieu of board and lodging being provided by the employer.

14.7.2 An employee shall be deemed to have returned home at the weekend only if this involves the employee in being absent from his accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next week.

14.8 The provisions of this clause shall apply wherever the employee is engaged.

14.9 Where an employee is engaged upon distant jobs and is required to reside elsewhere than on the site of the job they shall be paid the fares and travelling time allowance prescribed by clause 8, Excess Fares and Travelling Time, of this award.

14.10 An employee on distant work may return to their home at a weekend after three months' continuous service and thereafter at three monthly intervals. The employee shall be paid the fares reasonably incurred in so travelling to their home and to the place of work. If the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, then the provisions of this subclause shall not apply.

14.11 If any employer and employee engaged on distant work agree in writing and subject to the procedure outlined in subclause 2.1 of clause 2, Hours-Day Workers, of this award, the employee may take a paid rostered day off as prescribed in that subclause, at a mutually agreed time. The agreement shall only provide for a paid day or days off work up to a maximum accrual of five days.

15. Chokages

15.1 If an employee is employed upon any chokage and is required to;

- (i) open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material
- (ii) or a scupper containing sewerage

- (iii) or required to work in a septic tank in operation

the employee shall be paid the allowance rate specified in Item 47 of Part B, Table 3 per day or part of a day thereof.

15.2 Fouled Equipment

An employee who is required to work on any pipe line or equipment containing body fluids or body waste and encounters same, shall be paid the allowance rate specified in Item 48 of Part B, Table 3. This allowance shall not apply in circumstances where subclause 15.1 of this clause would normally be paid.

16. Special Conditions

- 16.1 Employees engaged in installing brine or ammonia pipes or repairs to same who have their clothing or boots destroyed or damaged shall be reimbursed the amount of damage sustained.
- 16.2 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, acids or acid fumes. At all times the *Work Health and Safety Act 2011* and *Work Health and Safety Regulation 2011*, shall be complied with.
- 16.3 Employees 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. These are to be periodically disinfected in accordance with the requirements of the NSW Department of Health for disinfecting clothing while in use and before being issued to another person.
- 16.4 The employer shall provide a suitable gas mask at the place of work when the employee is required to work on a live gas service.

17. Hygiene and Safety First- Aid Kit

- 17.1 The employer shall provide at the place of work and continuously maintain an efficient first-aid kit and appliances in line with the provisions of the *Work Health and Safety Act 2011* and *Work Health and Safety Regulation 2011*.
- 17.2 In the event of any serious accident happening to any employee whilst at work or going to or from the camp, the employer shall, at their expense, provide transport facilities to the nearest hospital or doctor.
- 17.3 At a place of work where 50 or more persons are employed the employer shall provide a stretcher and, where practicable, include amongst the employees a qualified first-aid person. Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, they shall be paid an additional daily rate as set out in Item 49 of Table 3.

18. Conveniences

- 18.1 The employer shall provide at the place of work sanitary conveniences in accordance with the requirements of the local health authority providing that such conveniences will at least measure up to the following minimum standard:

They shall be at least 1.066 metres wide and 1.371 metres long and 2.34 metres high internal measurement and shall have a hinge door capable of being fastened both inside and on the outside.

The walls and roof and door shall be of weatherproof material and shall be so constructed as to ensure privacy.

Each convenience shall be provided with a suitable receptacle for, and an adequate supply of, deodorising or fly-repellent material, blue oil or kerosene or phenol. It shall also be provided with a means for disposing of sanitary items.

A fly-proof cover and seat shall be provided should sewerage not be accessible or connected to the toilet or convenience: The ratio of such accommodation shall be one convenience to eight employees or part of eight employees.

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

19. Piecework

- 19.1 Piecework is prohibited.
- 19.2 No employee shall execute any work for profit or reward except at the rates and under the conditions prescribed by this award.

20. Damage to Clothing or Tools

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

21. Sharpening Tools

- 21.1 The employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of carpenters and/or bridge and wharf carpenters.
- 21.2 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.
- 21.3 Saw sharpening and tool grinding may be done by the employee during the progress of work.
- 21.4 Where the provisions of subclauses 21.1 and 21.2 of this clause are not observed by the employer, the employer shall pay for or provide for grinding of the tools.
- 21.5 Bridge and Wharf Carpenters and/or Shipwright Boat Builder shall be supplied with saw files.

22. Special Tools and Clothing

- 22.1 The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
- 22.1.1 Bricklayers: Scutch combs, hammers (excepting mash and brick hammers), rubber mallets and T squares.
- 22.1.2 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, hammers (except claw

hammers and tack hammers), glue pots and glue brushes, dowel plates, trammels, hand thumb screws, and soldering irons.

22.1.3 Plasterers shall be provided with overalls when required to brush on to walls and ceilings bondcrete, plaster weld or similar substances.

The approved grass brush to perform the work prescribed in this subclause shall be provided by the employer.

22.1.4 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.

22.1.5 Shipwright-Boat builder: Beetles, horse irons, cramps, pitch ladles, mops, drift bolts, spanners, stripping bars and punches, all augers 32 mm and over, dowelling bits, plumbs and levels and boring tools for power machines.

22.1.6 Sign writers to be supplied with all brushes.

22.1.7 All power tools shall be provided where, in the opinion of the employers, they are necessary.

22.2 Where necessary, the employer shall provide overalls, boots, goggles, gloves and masks for the use of employees engaged on the classes of work covered by subclause 4.20, of clause 4, Allowances, of this award.

22.3 If, in the course of their employment, an employee is required to use any alkaline or acid based products he shall be provided with protective clothing.

22.4 The employer shall supply to employees, rubber gloves when working on any sewerage or drainage work and protective clothing and goggles when engaged on welding work.

22.5 Painters. When working in cooling or freezing chambers where the temperature is below 4 degrees Celsius, painters shall be supplied with suitable boots and a clean blanket suit properly disinfected in accordance with the requirements of the NSW Department of Health.

22.6 Bricklayers. A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork and/or engaged to work on the construction or alteration or repairs to boilers, flues, furnaces, retorts or kilns, shall be supplied with gloves, boots and overalls as set out hereunder:

22.6.1 Gloves shall be supplied and shall be replaced as required, subject to employees handing in the used gloves.

22.6.2 Boots shall be supplied upon request of the bricklayer after six weeks' employment, the cost of such boots to be assessed at a rate set out in Item 61 of Table 2 of Part B. Employees are to accrue credit at the weekly rate set out in Item 61 of Table 2 of Part B, of this award.

A bricklayer leaving or being dismissed before 20 weeks' employment shall pay the difference between the credit accrued and the Item 61 rate.

The right to accrue credit shall commence from the date of request for the boots.

In the event of boots being supplied and the bricklayer not wearing them while at work, the employer shall be entitled to deduct the cost of the boots if the failure to wear them continues after one warning by the employer.

Upon issue of the boots the bricklayer may be required to sign the authority form in or to effect of the Annexure to this clause. Boots shall be replaced each six months dating from the first issue.

22.6.3 Overalls will be supplied upon request of the bricklayer and on the condition that they are worn while performing the work.

ANNEXURE

Authority Form

, acknowledge receipt of one (1) pair of boots provided in accordance with the provisions of subclause 22.6.2 of clause 22, Special Tools and Clothing of this award.

Should the full cost of the boots (\$) not be met by accumulation of credit (at the rate of \$ per week)

from I authorize deduction from any moneys due to me by my employer of an amount necessary to meet the difference between the credit accrued and \$.

Signed:

Date:

23. Insurance of Tools

- 23.1 The employer shall insure and keep insured against loss or damage by fire whilst on the employer's premises such tools of the employee as are used by the employee in the course of their employment.
- 23.2 An employee shall be entitled to be reimbursed by their employer for loss of tools up to a value as set out in Item 65 of Table 2, when such tools are lost by theft from a breaking and entering outside ordinary working hours, where the tools are stored at the employer's direction on the job.
- 23.3 The employee shall, if requested so to do, furnish the employer with a list of their tools so used.

24. Exhibition of Award

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

25. Anti-Discrimination

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.
- 25.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 25.7 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."

26. Carer's Leave

- 26.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the officer's care and support and is referred to as the "person concerned" and is:
- (a) a spouse of the officer; or
 - (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the officer or spouse or de facto spouse of the officer; or
 - (d) a same sex partner who lives with the officer as the de facto partner of that officer on a bona fide domestic basis; or
 - (e) a relative of the officer 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.
- 26.2 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 as above.
 - (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, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) In special circumstances, the Chief Executive Officer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph 26.2 (c).
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Chief Executive Officer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

26.3 Time Off in Lieu of Payment for Overtime

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

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

26.3.3 If, having elected to take time as leave in accordance with paragraph 3.1 of this subclause, 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.

26.3.4 Where no election is made in accordance with the said paragraph 3.1, the employee shall be paid overtime rates in accordance with the award.

26.4 Make-up Time

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

27. Union Delegates

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

28. Dispute Resolution

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

- 28.1 Procedure relating to a grievance of an individual employee:
- 28.1.1 The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - 28.1.2 The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - 28.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
 - 28.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - 28.1.5 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.
 - 28.1.6 The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.
- 28.2 Procedure for a dispute between an employer and the employees:
- 28.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - 28.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 28.3 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by continuation of work in accordance with this subclause.
- 28.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

29. Transport of Employee's Tools

When an employee on construction or maintenance work is required to transfer from one job to another, an employer shall provide transport for the employee's tools to the nearest public conveyance. On termination of employment, 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.

30. Picnic Day

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

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

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

31. General Leave Conditions and Accident Pay

31.1 General leave conditions and accident pay of employees engaged by Government bodies under the provisions of the *Government Sector Employment Act 2013* shall be bound by the Government Sector Employment Regulation 2014.

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

31.3 In addition to the leave entitlements provided in 31.1 and 31.2, the following provisions shall also apply.

(a) Right to request

(i) An employee entitled to parental leave may request the employer to allow the employee:

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

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

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

to assist the employee in reconciling work and parental responsibilities.

(ii) The employer 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) Employee's request and the employer's decision to be in writing.

The employee's request and the employer's decision made under subparagraph 31.3(a)(i) and 31.3 (a)(ii) above, must be recorded in writing.

(iv) Request to return to work part-time

Where an employee wishes to make a request under 31.3 (a)(i)(C) above, 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.

(b) Communication during parental leave

(i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer 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.
- (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 parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph 31.3 (b)(i).

32. Deduction of Union Membership Fees

- 32.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 32.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 32.3 Subject to 32.1 and 32.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employer has authorised the employer to make such deductions.
- 32.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 32.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 32.6 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.

33. Work Health and Safety for Employees of Labour Hire Employers

- (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 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.
- (iii) 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*.
- (iv) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this sub clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

34. 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 2022 by a party to this Award.

35. Area, Incidence and Duration

34.1 This award shall apply to:

- (a) all non-executive public service employees as defined in the *Government Sector Employment Act 2013* employed in Departments, Public Service executive agencies related to Departments, and separate Public Service agencies, listed in Schedule 1 to the *Government Sector Employment Act 2013*, except where another industrial instrument or arrangement applies to the employees; and
- (b) any officer, Departmental temporary employee and casual employee who, as at 23 February 2014, was employed in a Department listed in Schedule 1, Part 1, of the *Public Sector Employment and Management Act 2002* and who was covered by the predecessor to this award on that date,

of the classes specified in clause 3, Rates of Pay, of this Award in the employment of the New South Wales Ambulance Board, Roads and Maritime Services and Government organisations to which the *Government Sector Employment Act 2013* applies, other than those referred to hereunder. It shall not apply to employees covered by the Sydney Harbour Bridge Employees Award, nor to those employed by the Roads and Maritime Services, and Department of Public Works and Services in Broken Hill, or those employed by the Zoological Parks Board of New South Wales.

- 34.2 This award rescinds and replaces the Crown Employees (Skilled Trades) Award 2020 published on 26 February 2021 (389 I.G. 306) and all variations thereof.
- 34.3 This award has a nominal term of 12 months from 1 July 2021 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2021.

PART B

RATES AND ALLOWANCES

Table 1 - Rates of Pay

Classification - Clause 3. All up Rate - includes Industry Allowance	Amount per week from first full pay period on or after 1.7.20 (0.3%) \$	Amount per week from first full pay period on or after 1.7.21 (2.04%) \$
Special loading, Trade Allowance		
Bespoke Bootmaker	988.80	1009.00
Blacksmith	1081.60	1103.70
Body Maker, First Class	1070.80	1092.60
Boilermaker and/or Structural Steel Tradesperson	1070.80	1092.60
Boot or Shoe Repairer	970.60	990.40
Bricklayer	1070.80	1092.60
Bridge and Wharf Carpenter	1070.80	1092.60
Cabinet Maker	1111.30	1134.00
Carpenter and/or Joiner	1070.80	1092.60
Coach and/or Spray Painter	1070.80	1092.60
Drainer	1081.60	1103.70
Electrical Fitter	1141.90	1165.20
Electrical Instrument Fitter	1195.90	1220.30
Electrical Mechanic	1141.90	1165.20
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	1217.50	1242.30
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	1162.90	1186.60
Electronics Tradesperson	1311.90	1338.70
Farrier	1081.60	1103.70
Fitter	1070.80	1092.60
Forger and/or Faggoter	1070.80	1092.60
French Polisher	1111.30	1134.00
Machinist, A Grade (Woodworking)	1070.80	1092.60
Machinist, First Class (Metal Trades)	1090.00	1112.20
Marker-off	1081.60	1103.70
Mechanical Tradesperson - Special Class (as defined)	1130.50	1153.60
Motor Mechanic	1070.80	1092.60
Painter	1070.80	1092.60
Panel Beater	1070.80	1092.60
Patternmaker	1103.00	1125.50
Plant Electrician	1205.40	1230.00
Plant Mechanic	1070.80	1092.60
Plasterer	1070.80	1092.60
Plumber and/or Gasfitter	1081.60	1103.70
Radio Mechanic or Fitter	1141.90	1165.20
Refrigeration and/or Air Conditioning	1141.90	1165.20
Saw Doctor	1141.90	1165.20

Sawyer, No. 1 Benchperson	1090.00	1112.20
Scalemaker and/or Adjuster	1070.80	1092.60
Scientific Instrument Maker	1103.00	1125.50
Sewing Machine Mechanic	1070.80	1092.60
Sheetmetal Worker, First Class	1070.80	1092.60
Shipwright and/or Boatbuilder	1070.80	1092.60

Classification - Clause 3. All up Rate - includes Industry Allowance, Special loading, Trade Allowance	Amount per week from first full pay period on or after 1.7.20 (0.3%) \$	Amount per week from first full pay period on or after 1.7.21 (2.04%) \$
Signwriter	1103.00	1125.50
Slater and Tiler	1070.80	1092.60
Stonemason	1070.80	1092.60
Stonemason-Carver	1141.90	1165.20
Tilelayer	1070.80	1092.60
Toolmaker	1103.00	1125.50
Toolsmith	1081.60	1103.70
Trimmer (Motor)	1070.80	1092.60
Turner	1070.80	1092.60
Watchmaker	1051.50	1072.80
Welder, Special Class	1081.60	1103.70
Welder, First Class	1070.80	1092.60

WAGES FOR APPRENTICES

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

(i)

Four Year Term	Amount per week from first full pay period on or after 1.7.20 (0.3%) \$	Amount per week from first full pay period on or after 1.7.21 (2.04%) \$
1st year	463.00	472.40
2nd year	609.00	621.40
3rd year	780.10	796.00
4th year	899.80	918.20

Wages for apprentices employed by Department of Education and Communities

Four Year Term	Amount per week from first full pay period on or after 1.7.20 (0.3%) \$	Amount per week from first full pay period on or after 1.7.21 (2.04%) \$
1st year	499.20	509.40
2nd year	656.80	670.20
3rd year	841.30	858.50
4th year	970.60	990.40

(ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.20. Payment of this allowance is subject to a

satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.

- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects
- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.
- (v) Apprentice patternmakers shall be paid the sum of \$1.20 per week in addition to the wage rates prescribed for apprentices in subclause (i).

Table 2 - Tool Allowances

An employee under this award of a classification as listed underneath shall receive the prescribed tool allowance. The tool allowance is applicable to both skilled tradespeople and apprentices and is to form part of the ordinary pay for all purposes.

Clause No.	Tool Allowances	Amount per week from first full pay period on or after 1.7.20 (i.e. 2.0% March 2020 Sydney CPI) \$	Amount per week from first full pay period on or after 1.7.21 (i.e. 0.9% March 2021 Sydney CPI) \$
5	Blacksmith	33.60	33.90
	Bodymaker, First Class	33.60	33.90
	Boilermaker and/or Structural Steel	33.70	34.00
	Bricklayer	24.00	24.20
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	33.70	34.00
	Cabinet Maker	13.60	13.70
	Carpenter	33.60	33.90
	Drainer	33.60	33.90
	Farrier	33.60	33.90
	Fitter	33.60	33.90
	Forger and/or Faggoter	33.60	33.90
	Machinist, First Class (Metal Trades)	33.60	33.90
	Machinist (Metal Trades) Special Class	33.60	33.90
	Marker Off	33.60	33.90
	Motor Mechanic	33.60	33.90
	Painter	8.20	8.30
	Panel Beater	33.60	33.90
	Patternmaker	33.60	33.90
	Plant Mechanic	33.60	33.90
	Plasterer	33.60	33.90
	Plumber	33.60	33.90
	Plumber and Gasfitter	33.60	33.90
	Plumber, Gasfitter and Drainer	33.60	33.90
	Sewing Machine Mechanic	33.60	33.90
	Sheetmetal Worker, First Class	33.60	33.90
	Shipwright/Boatbuilder	33.60	33.90
	Signwriter	8.20	8.30

	Slater and Tiler	17.40	17.60
	Stonemason	33.60	33.90
	Stonemason-Carver	33.60	33.90
	Tilelayer	24.00	24.20
	Toolmaker	33.60	33.90
	Toolsmith	33.60	33.90
	Trimmer (Motor)	33.60	33.90
	Turner	33.60	33.90
	Vehicle Builder	33.60	33.90
	Watchmaker	11.00	11.10
	Welder, Special Class	33.60	33.90
	Welder, First Class	33.60	33.90

Clause No.	Tool Allowances - Electrical Brief Description	Amount per week from first full pay period on or after 1.7.20 (i.e. 2.0% March 2020 Sydney CPI) \$	Amount per week from first full pay period on or after 1.7.21 (i.e. 0.9% March 2021 Sydney CPI) \$
5	Electrical Fitter	21.20	21.60
	Electrical Fitter/Mechanic	21.20	21.60
	Electrical Instrument Fitter	21.20	21.60
	Electrical Mechanic	21.20	21.60
	Electrician in charge of plant having a capacity of less than 75 kilowatts	21.20	21.60
	Electronic Tradesperson	21.20	21.60
	Electrical Instrument Fitter	21.20	21.60
	Plant Electrician	21.20	21.60
	Radio Mechanic and Fitter	21.20	21.60
	Refrigeration and/or Air Conditioning Mechanic	21.20	21.60

Table 3 - Allowances

Clause No.	Brief Description	Amount per week from first full pay period on or after 1.7.20 (0.3%) \$	Amount per week from first full pay period on or after 1.7.21 (2.04%) \$
4.2	Carpenter Diver (p.w.)	312.45	318.80
4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.)	52.00	53.10
	B Grade Licence (p.w.)	28.00	28.60
4.5	Lead Burner (p.h.)	1.07	1.09
4.6	Plumber and Drainer when required to act on plumbers licence (p.h.)	1.35	1.38
	gasfitters licence (p.h.)	1.35	1.38
	drainers licence (p.h.)	1.12	1.14
	plumbers and gasfitters licence (p.h.)	1.81	1.85
	plumbers and drainers licence (p.h.)	1.81	1.85
	gasfitters and drainers licence (p.h.)	1.81	1.85
	plumbers, gasfitters and drainers licence (p.h.)	2.50	2.55
4.7	Holder of Electric Welding [DIRE Certificate] (p.h.)	0.79	0.81
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	28.20	28.80
4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.44	1.47
4.10	Computing quantities (p.d.)	6.12	6.24

4.11	Joiner, Public Works and Education Departments: when working at regular place of employment (p.w.) when working away from regular place of employment (p.d.)	48.35 9.72	49.30 9.92
4.12	Registration allowance (p.h.)	1.03	1.05
4.13	Building tradesperson - Marking off/Setting out (p.w.)	1.33	1.40
4.14	Cold places: below 0 degree Celsius (p.h.) below minus 7 degrees Celsius (p.h.)	0.84 0.97	0.86 0.99
4.15	Confined spaces (p.h.)	1.04	1.06
4.16	Dirty work (p.h.) For Bridge and wharf carpenter who: uses material or liquid that is injurious to clothes or damages his/her tools (p.h.) is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person. (p.h.) Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.84 0.85 0.84 0.84	0.86 0.87 0.86 0.86
4.17	Height money: 7.5 metres from ground, deck, floor or water (p.h.) for every additional 3 metres (p.h.)	0.84 0.16	0.86 0.16
4.18	Hot places: between 46 degrees celsius and 54 degrees celsius (p.h.) exceeds 54 degrees celsius (p.h.)	0.84 1.04	0.86 1.06
4.19	Handling insulation material (p.h.)	1.02	1.04
4.20	Smoke boxes: repairs to smoke-boxes furnace or flues of boilers (p.h.) repairs to and while inside oil fired boilers (p.h.)	0.53 2.08	0.54 2.12
4.21	Wet places: where water other than rain is falling and required to work in wet clothing or boots(p.h.) when required to work in the rain (p.h.) called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.) called upon to work knee-deep in mud or water (p.d.)	0.84 0.84 3.19 6.63	0.86 0.86 3.26 6.77
4.22	Construction or repairs to acid furnaces, stills, towers and all other acid resisting brickwork (p.h.) Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work (p.h.)	4.27 4.27	4.36 4.36
4.23	Towers allowances: construction exceeding 15 metres in height, and (p.h.) for each additional 15 metres (p.h.)	0.84 0.84	0.86 0.86
4.24	Depth exceeding 3 metres (p.h.)	0.84	0.86
4.25	Swing scaffolds: for the first four hours or any portion thereof, and (p.h.) for each hour thereafter (p.h.) Solid plasterers when working off a swing scaffold (p.h.)	6.17 1.26 0.16	6.30 1.29 0.16
4.26	Spray application (p.h.)	0.82	0.84
4.27	Soil pipes (p.h.)	1.04	1.06
4.28	Working on second-hand timber (p.d.)	3.29	3.36
4.29	Roof work: work in excess of 12 metres from the nearest floor level (p.h.) minimum payment (p.h.)	1.04 1.04	1.06 1.06
4.30	Electric welding (p.h.)	0.33	0.34

4.31	Explosive powered tools: employee required to use explosive powered tools (p.d.) bridge and wharf carpenter when required to use these tools (p.d.)	2.01 2.01	2.05 2.05
4.32	Scaffolding rigging (p.h.)	0.84	0.86
4.33	Corrective establishments (p.h.) Mental institutions (p.h.) Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.) Geriatric hospitals:- Lidcombe Hospital (p.h.) Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophilia (p.h.)	2.10 1.61 0.58 0.53 3.91	2.14 1.64 0.59 0.54 3.99
4.34	Distant places: in districts as set out in subclause 5.3 (p.d.) in western division of the state (p.d.) within the area as set out in subclause 5.36.3 (p.d.) Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.59 2.62 2.62 1.49	1.62 2.67 2.67 1.52
4.35	Morgues (p.h.)	0.97	0.99
4.36	Application of epoxy based materials or materials of a like nature (p.h.) Application of such material in buildings which are normally air conditioned (p.h.) Working in close proximity to employees so engaged (p.h.)	1.04 0.72 0.84	1.06 0.73 0.86
4.37	Bricklayers laying other than standard bricks where block weighs: over 5.5 kg and under 9 kg (p.h.) 9 kg or over and up to 18 kg (p.h.) over 18 kg (p.h.)	0.84 1.46 2.32	0.86 1.49 2.37
4.38	Bagging bricks or concrete structures (p.h.)	0.77	0.79
4.39	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.77	0.79
4.40	Materials containing asbestos (p.h.)	1.04	1.06
4.41	Operation of pneumatic tools of 2.75 kg or over (p.d.)	4.52	4.61
4.42	Operation of brick cutting machine (p.h.)	1.04	1.06
4.43	Asbestos eradication (p.h.)	2.80	2.86
4.44	Employee required to work in an Animal House (p.h.)	0.51	0.52
4.45	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.84	0.86
6.1	Employee appointed to be in charge of up to and including five employees (p.w.)	53.15	54.20
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	68.10	69.50
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	88.95	90.80
15.1	Chokages pipe or pump (p.d.)	9.82	10.02
15.2	Fouled equipment (p.d.)	9.82	10.02
17.3	First Aid qualifications (p.d.)	3.65	3.72

Application to employees of Department of Education and Communities

Clause No.	Brief Description	Amount per week from first full pay period on or after 1.7.20 (i.e. 2.0% March 2020 Sydney CPI) \$	Amount per week from first full pay period on or after 1.7.21 (i.e. 0.9% March 2021 Sydney CPI) \$
5	Tool Allowances - Electrical Radio Mechanic and Fitter	23.15	23.40

Clause No.	Brief Description	Amount from first full pay period on or after 1.7.20 (i.e. 2.0%) March 2020 Sydney CPI \$	Amount from first full pay period on or after 1.7.21 (i.e. 0.9%) March 2021 Sydney CPI \$
8.1	Excess fares and travelling time to and from place of work	26.19 p.d	26.33 p.d
8.1.1	If employer provides or offers to provide transport free of charge	10.40 p.d	10.49 p.d
8.2	Excess fares and travelling to and from work: - first year apprentices (or probationers) - to all other apprentices	21.90 p.d 25.40 p.d	22.10 p.d 25.63 p.d
8.2.1	If employer provides or offers to provide transport free of charge - to first year apprentices - to all other apprentices	8.70 p.d 10.30 p.d	8.78 p.d 10.39 p.d
9.3.3	Meal allowance: - after working in excess of four hours - for each subsequent meal	16.20 13.90	16.30 14.00
9.8	Tea Money: - required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal - after each four hours on continuous overtime, for each meal	16.22 14.20	16.37 14.30
14.4	Expenses of reaching home and of transporting tools from distant work	25.20	25.40
14.5.1	Allowance for board and lodging: - while on distant work - for broken parts of week	546.82 p.w 78.10 p.d	551.70 p.w 78.80 p.d
14.6	Camping allowance	31.30 p.d	31.58 p.d
14.7	Returning home for the weekend from distant work	43.40	43.80
22.6.2	Supply of boots Accrual of credit	40.40 4.80 p.w	40.80 4.80 p.w
23.2	Reimbursement for loss of tools	1945.15	1963.00

J. WEBSTER, *Commissioner*

CROWN EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(Case No. 189075 of 2021)

Before Commissioner Webster

29 July 2021

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

1. Arrangement
2. Title
3. No Extra Claims
4. Area, Incidence and Duration
5. Wages and Allowances
6. Facilitative Arrangement
7. Salary Packaging Arrangements
8. Carer's Leave
9. Anti-Discrimination
10. Dispute Resolution Procedures
11. Deduction of Union Membership Fees

Schedule A - List of Awards and Agreements Affected

PART B

MONETARY RATES

Schedule B - Rates of Pay

Schedule C - Work Related Allowances

Schedule D - Expense Related Allowances

2. Title

This award shall be known as the Crown Employees Wages Staff (Rates of Pay) Award 2021.

3. 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 2022 by a party to this Award.

4. Area, Incidence and Duration

The provisions of this Award shall apply to officers, departmental temporary employees and casual employees employed by the Government of NSW under the *Government Sector Employment Act 2013* in classifications covered by the provisions of the awards and agreements set out at Schedule "A" of this Award and will not apply to employees covered by the Taronga Conservation Society Australia Wages Employees' Award.

This award rescinds and replaces the Crown Employees Wages Staff (Rates of Pay) Award 2020 published 26 February 2021 (389 I.G 346) and all variances. This award has a nominal term of 12 months from 1 July 2021 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2021.

5. Wages and Allowances

- (i) Wage rates and allowances are set out in Part B.
- (ii) The wage increases referred to in paragraph 5(i) of this award shall only be paid to those employees who are employed as at the date of the making of this award.
- (iii) The increases referred to in paragraph 5(i) of this award do not apply to expense related allowances as set out in Schedule D of Part B.

6. Facilitative Arrangement

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

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

7. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
 - (a) permanent full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
 - (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 4, Wages and Allowances, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Industrial Relations Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - (a) a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Industrial Relations Secretary at the time of signing the Salary Packaging Agreement.
- (vii) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
 - (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.

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

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

- (x) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 4, Wages and Allowances, or Part B, of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

8. Carer's Leave

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

- (2) the person concerned being:
- (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - "affinity" means a relationship that one spouse because of marriage has to the relatives of the other; and
 - "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- (ii) Unpaid Leave for Family Purpose: An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 8(i)(c)(2) who is ill.
- (iii) Annual Leave:
- (a) An employee may elect, with the consent of the employer, subject to annual leave provisions applicable to employees covered by this award, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (iii)(a) above, shall be exclusive of any shutdown period provided for elsewhere under the industrial instruments covered by this award.
 - (c) Where applicable, an employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (iv) Time Off in Lieu of Payment for Overtime:
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

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

9. Anti-Discrimination

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

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

NOTES

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

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

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

10. Dispute Resolution Procedures

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

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

11. Deduction of Union Membership Fees

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

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

**SCHEDULE A - LIST OF AWARDS AND AGREEMENTS AFFECTED BY THE CROWN
EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2021**

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

PART B

MONETARY RATES

SCHEDULE B - RATES OF PAY

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

Clause 7 Rates of Pay	Per week as from the first full pay period on or after 1.7.20 (0.3%) \$	Per week as from the first full pay period on or after 1.7.21 (2.04%) \$
Classification		
Security Officer		
Grade 1	937.70	956.80
Grade 2	970.60	990.40
Grade 3	1015.00	1035.70
General Services Officer		
Grade 1	836.80	853.90
Grade 2	908.90	927.40
Grade 3	937.70	956.80
Part-time Employees (Per hour) -		
General Services Officer Grade 2 (Cleaners)	25.90	26.40

Application to school based employees of the Department of Education

Clause 7 Rates of Pay	Per week as from the first full pay period or after 1.7.20 (0.3%) \$	Per week as from the first full pay period on or after 1.7.21 (2.04%) \$
Classification		
Security Officer		
Grade 1	1010.80	1031.40
Grade 2	1045.90	1067.20

Crown Employees (Skilled Trades) Award - Rates of Pay

Classification - clause 3. All up Rate - includes Industry Allowance, Special loading, Trade Allowance	Per week as from the first full pay period on or after 1.7.20 (0.3%) \$	Per week as from the first full pay period on or after 1.7.21 (2.04%) \$
Classification		
Bespoke Bootmaker	988.80	1009.00
Blacksmith	1081.60	1103.70
Body Maker, First Class	1070.80	1092.60
Boilermaker and/or Structural Steel Tradesperson	1070.80	1092.60
Boot or Shoe Repairer	970.60	990.40
Bricklayer	1070.80	1092.60
Bridge and Wharf Carpenter	1070.80	1092.60
Cabinet Maker	1111.30	1134.00
Carpenter and/or Joiner	1070.80	1092.60
Coach and/or Spray Painter	1070.80	1092.60
Drainer	1081.60	1103.70
Electrical Fitter	1141.90	1165.20
Electrical Instrument Fitter	1195.90	1220.30
Electrical Mechanic	1141.90	1165.20
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	1217.50	1242.30
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	1162.90	1186.60
Electronics Tradesperson	1311.90	1338.70
Farrier	1081.60	1103.70
Fitter	1070.80	1092.60
Forger and/or Faggoter	1070.80	1092.60
French Polisher	1111.30	1134.00
Machinist, A Grade (Woodworking)	1070.80	1092.60
Machinist, First Class (Metal Trades)	1090.00	1112.20
Marker-off	1081.60	1103.70
Mechanical Tradesperson - Special Class (as defined)	1130.50	1153.60
Motor Mechanic	1070.80	1092.60
Painter	1070.80	1092.60
Panel Beater	1070.80	1092.60
Patternmaker	1103.00	1125.50
Plant Electrician	1205.40	1230.00
Plant Mechanic	1070.80	1092.60
Plasterer	1070.80	1092.60
Plumber and/or Gasfitter	1081.60	1103.70
Radio Mechanic or Fitter	1141.90	1165.20
Refrigeration and/or Air Conditioning	1141.90	1165.20
Saw Doctor	1141.90	1165.20
Sawyer, No. 1 Benchperson	1090.00	1112.20

Scalemaker and/or Adjuster	1070.80	1092.60
Scientific Instrument Maker	1103.00	1125.50
Sewing Machine Mechanic	1070.80	1092.60
Sheetmetal Worker, First Class	1070.80	1092.60
Shipwright and/or Boatbuilder	1070.80	1092.60
Signwriter	1103.00	1125.50
Slater and Tiler	1070.80	1092.60
Stonemason	1070.80	1092.60
Stonemason-Carver	1141.90	1165.20
Tilelayer	1070.80	1092.60
Toolmaker	1103.00	1125.50
Toolsmith	1081.60	1103.70
Trimmer (Motor)	1070.80	1092.60
Turner	1070.80	1092.60
Watchmaker	1051.40	1072.80
Welder, Special Class	1081.60	1103.70
Welder, First Class	1070.80	1092.60

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

(i)

Four Year Term	Per week as from the first full pay period on or after 1.7.20 (0.3%) \$	Per week as from the first full pay period on or after 1.7.21 (2.04%) \$
1st year	463.00	472.40
2nd year	609.00	621.40
3rd year	780.10	796.00
4th year	899.80	918.20

Wages for apprentices employed by the Department of Education

Four Year Term	Per week as from the first full pay period on or after 1.7.20 (0.3%) \$	Per week as from the first full pay period on or after 1.7.21 (2.04%) \$
1st year	499.20	509.40
2nd year	656.80	670.20
3rd year	841.30	858.50
4th year	970.60	990.40

- (ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.20. Payment of this allowance is subject to a satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.
- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects.
- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount

proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.

- (v) Apprentice patternmakers shall be paid the sum of \$1.20 per week in addition to the wage rates prescribed for apprentices in subclause (i).

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

Clause 2 Wages	Classification	Per week as from the first full pay period on or after 1.7.20 (0.3%) \$	Per week as from the first full pay period on or after 1.7.21 (2.04%) \$
1. Drivers of motor wagons - having a manufacturer's gross vehicle mass in kilograms			
(a)	Up to 295 -	962.40	982.00
(b)	Over 2950 and up to 4650	970.60	990.40
(c)	Over 4650 and up to 6250	978.40	998.40
(d)	Over 6250 and up to 7700	978.40	998.40
(e)	Over 7700 and up to 9200	988.80	1009.00
(f)	Over 9200 and up to 10800	988.80	1009.00
(g)	Over 10800 and up to 12350	997.50	1017.80
(h)	Over 12350 and up to 13950	997.50	1017.80
(i)	Over 13950 and up to 15500	1005.20	1025.70
(j)	Over 15500 and up to 16950	1015.00	1035.70
(k)	Over 16950 and up to 18400	1015.00	1035.70
(l)	Over 18400 and up to 19750	1015.00	1035.70
(m)	Over 19750 and up to 21100	1015.00	1035.70
(n)	Over 21100 and up to 22450	1022.90	1043.80
(o)	Over 22450 and up to 23850	1022.90	1043.80
(p)	Over 23850 and up to 25200	1022.90	1043.80
(q)	Over 25200 and up to 26550	1032.90	1054.00
(r)	Over 26550 and up to 27900	1032.90	1054.00
(s)	Over 27900 and up to 29300	1032.90	1054.00
(t)	Over 29300 and up to 30650	1032.90	1054.00
(u)	Over 30650 and up to 32000	919.50	938.30
(v)	Over 32000 and up to 33350	919.50	938.30
(w)	Over 33350 and up to 34750	1051.30	1072.70
(x)	Over 34750 and up to 36100	1051.30	1072.70
(y)	Over 36100 and up to 37450	1051.30	1072.70
(z)	Over 37450 and up to 38800	1051.30	1072.70
(aa)	Over 38800 and up to 40200	1061.80	1083.50
(ab)	Over 40200 and up to 41550	1061.80	1083.50
(ac)	Over 41550 and up to 42900	1061.80	1083.50
(ad)	Over 42900 and up to 44250	1070.50	1092.30
(ae)	Over 44250 and up to 45650	1070.50	1092.30
2. Drivers of mobile cranes - employed in connection with the carriage and delivery of goods, merchandise and the like performance of work incidental to the loading, unloading, handling and/or placement of goods - where the mobile crane has a lifting capacity in kilograms			
(a)	Up to and not exceeding 3050	978.40	998.40
(b)	Over 3050 and not exceeding 5100	988.80	1009.00
(c)	Over 5100 and not exceeding 6100	997.50	1017.80
(d)	Over 6100 and not exceeding 7100	997.50	1017.80
(e)	Over 7100 and not exceeding 8100	997.50	1017.80
(f)	Over 8100 and not exceeding 9150	997.50	1017.80
(g)	Over 9150 and not exceeding 10150	1005.20	1025.70
(h)	Over 10150 and not exceeding 11200	1005.20	1025.70

(i)	Over 11200 and not exceeding 12200	1005.20	1025.70
(j)	Over 12200 and not exceeding 13200	1015.00	1035.70
(k)	Over 13200 and not exceeding 14200	1015.00	1035.70
(l)	Over 14200 and not exceeding 15250	1015.00	1035.70
(m)	Over 15250 and not exceeding 16250	1015.00	1035.70
(n)	Over 16250 and not exceeding 17250	1022.90	1043.80
(o)	Over 17250 and not exceeding 18300	1022.90	1043.80
(p)	Over 18300 and not exceeding 19300	1022.90	1043.80
(q)	Over 19300 and not exceeding 20300	1022.90	1043.80
(r)	Over 20300 and not exceeding 21350	1032.90	1054.00
(s)	Over 21350 and not exceeding 22350	1032.90	1054.00
(t)	Over 22350 and not exceeding 23350	1032.90	1054.00
(u)	Over 23350 and not exceeding 24400	1032.90	1054.00
(v)	Over 24400 and not exceeding 25500	1032.90	1054.00
(w)	Over 25500 and not exceeding 26400	1032.90	1054.00
(x)	Over 26400 and not exceeding 27450	1032.90	1054.00
(y)	Over 27450 and not exceeding 28450	1041.00	1062.20
(z)	Over 28450 and not exceeding 29450	1041.00	1062.20
(aa)	Over 29450 and not exceeding 30500	1032.90	1054.00
And for each additional 1000 kg or part thereof over		0.38	0.40
3. Drivers of fork lifts - of a capacity			
(a)	Up to 4500 kg	978.40	998.40
(b)	Over 4500 to 9100	997.50	1017.80
(c)	Over 9100 kg	1005.20	1025.70
4. Drivers of prime movers - where the crane has a lifting capacity of			
(a)	Up to 20350 kg	988.80	1009.00
(b)	Over 20350 kg	1015.00	1035.70
5. Extra Hands		941.10	960.30

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

Clause 6 - Wages	Per week as from the first full pay period on or after 1.7.20 (0.3%) \$	Per week as from the first full pay period on or after 1.7.21 (2.04%) \$
*Including Industry Allowance, Disability Allowance and Inclement Weather allowance		
Farm Assistant - Class I	988.80	1009.00
Farm Assistant - Class II	1136.80	1160.00
Flower Gardener	1021.30	1042.10

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

Clause 9 - Wages	From the first full pay period on or after 1.7.20 (0.3%) \$	From the first full pay period on or after 1.7.21 (2.04%) \$
Household Staff Grade 1		
Kitchen Hand or Useful Cleaner	836.20	853.30
Room Attendant	836.20	853.30
Dining Room Attendant	836.20	853.30
Laundry Attendant	836.20	853.30
Stores Steward	836.20	853.30
Household Staff Grade 2		
Butcher (casual)	845.60	862.90

Cook (unqualified)	845.60	862.90
Household Staff Grade 3		
Laundry Supervisor	871.10	888.90
Cook (qualified)	871.10	888.90
Dining Room Supervisor	871.10	888.90
Housekeeper/Cleaning Supervisor	871.10	888.90
Household Staff Grade 4		
First Cook (qualified)	916.30	935.00
Household Staff Grade 5		
Catering Supervisor	957.30	976.80

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

Clause 5 - Wage Rates	From the first full pay period on or after 1.7.20 (0.3%) (per year) \$	From the first full pay period on or after 1.7.21 (2.04%) (per year) \$
Electrical Preparator - Grade 1		
Year 1	64,430.00	65744.00
Year 2	66,201.00	67552.00
Year 3	68,056.00	69444.00
Electrical Preparator - Grade 2		
Year 1	70,635.00	72076.00
Year 2	73,396.00	74893.00
Senior Electrical Preparator - Grade 1		
Year 1	76,420.00	77979.00
Year 2	77,811.00	79398.00

Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Award 2020 - Rates of Pay

Schedule 1 - Wage Rates	From the first full pay period on or after 1.7.20 (0.3%) \$	From the first full pay period on or after 1.7.21 (2.04%) \$
Trainee	935.90	955.00
Grade I	975.40	995.30
Grade II	1028.30	1049.30
Grade III	1083.10	1105.20
Grade IV	1113.20	1135.90
Grade V	1176.00	1200.00
Grade VI	1253.50	1279.10
Grade VII	1316.00	1342.80

Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award 2020 - Rates of Pay

Classification	From the first full pay period on or after 1.7.20 (0.3%) \$	From the first full pay period on or after 1.7.21 (2.04%) \$
Apprentice		
Year 1 38 hpw	29,015.00	29607.00

Year 2 38 hpw	38,687.00	39476.00
Year 3 38 hpw	48,358.00	49345.00
Year 4 38 hpw	54,806.00	55924.00
Trades Level 5/6		
Yr 1 38 hpw	64,476.00	65791.00
Yr 2 38 hpw	66,203.00	67554.00
Yr 3 38 hpw	68,058.00	69446.00
Yr 4 38 hpw	69,943.00	71370.00
Trades Level 7/8		
Yr 1 38 hpw	71,928.00	73395.00
Yr 2 38 hpw	74,077.00	75588.00
Yr 3 38 hpw	76,421.00	77980.00
Yr 4 38 hpw	79,535.00	81158.00

SCHEDULE C

WORK RELATED ALLOWANCES

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

Clause 9 - Additional Rates		From the first full pay period on or after 1.7.20 (0.3%) \$	From the first full pay period on or after 1.7.21 (2.04%) \$
Clause 9 - Additional Rates			
(i)	Leading Hands Allowance: (per week)		
	1 - 5 employees	40.20	41.00
	6 - 10 employees	45.70	46.60
	11-15 employees	59.60	60.80
	16-20 employees	68.80	70.20
	Over 20 employees - for each employee over 20 an additional amount is paid	68.80 0.50	70.20 0.50
(ii)	Qualification allowance (per week)	27.00	27.60
(iii)	First Aid Allowance (per week)	20.75	21.20
(iv)	Boiler Attendants Certificate (per week)	17.55	17.90
(v)	Refrigeration Drivers Certificate (per week)	17.55	17.90
(iv)	Contingency Allowance (per week)		
	1-10 Hours per week	11.15	11.40
	11 to 25 hours per week	17.15	17.50
	26 to 38 hours per week	23.10	23.60
(vii)	Toilet allowance (per week)	13.75	14.00
(viii)	Multi-Purpose Machines Allowance - per shift	3.80	3.88
(ix)	Furniture removal allowance - per shift	3.39	3.46
(x)	Torches - per shift	1.08	1.10
(xi)	Laundry allowance - per shift	2.31	2.36
(xii)	Locomotion allowance - per shift	36.80	37.55
(xiii)	Bicycle allowance - per shift	2.93	2.99
Clause 10. Shift Allowances			
(ii)(a)	Broken Shifts allowance (per day)	16.90	17.24
(ii)(b)	Excess Fares allowance (per week)	10.70	10.90
Clause 13. - General Conditions			
(ii)	Accommodation deduction (per week)	21.10	21.50

Application to school based employees of the Department of Education

Clause 9 - Additional Rates		From the first full full pay period on or after 1.7.20 (0.3%) \$	From the first full full pay period on or after 1.7.21 (2.04%) \$
(i)	Leading Hands Allowance (per week)		
	1 - 5 employees	43.40	44.30
	6 - 10 employees	49.00	50.00
	11-15 employees	64.30	65.60
	16-20 employees	74.30	75.80
	Over 20 employees - for each employee over 20 an additional amount is paid	74.30 0.53	75.80 0.54
(v)	Contingency Allowance (per week)		
	1-10 Hours per week	11.95	12.20
	11 to 25 Hours per week	18.40	18.80
	26 to 38 Hours per week	24.90	25.40

Crown Employees (Skilled Trades) Award - Work Related Allowances

Clause No.	Brief Description	From the first full pay period on or after 1.7.20 (0.3%) \$	From the first full pay period on or after 1.7.21 (2.04%) \$
4.2	Carpenter Diver (p.w.)	312.45	318.80
4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.) B Grade Licence (p.w.)	52.00 28.00	53.10 28.60
4.5	Lead Burner (p.h.)	1.07	1.09
4.6	Plumber and Drainer when required to act on: plumbers licence (p.h.) gasfitters licence (p.h.) drainers licence (p.h.) plumbers and gasfitters licence (p.h.) plumbers and drainers licence (p.h.) gasfitters and drainers licence (p.h.) plumbers, gasfitters and drainers licence (p.h.)	1.35 1.35 1.12 1.81 1.81 1.81 2.50	1.38 1.38 1.14 1.85 1.85 1.85 2.55
4.7	Holder of Electric Welding (DIRE Certificate) (p.h.)	0.79	0.81
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	28.20	28.80
4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.44	1.47
4.10	Computing quantities (p.d.)	6.12	6.24
4.11	Joiner, Public Works and Education Departments: when working at regular place of employment (p.w.) when working away from regular place of employment (p.d.)	48.35 9.72	49.30 9.92
4.12	Registration allowance (p.h.)	1.03	1.05
4.13	Building tradesperson - Marking off/Setting out (p.w.)	1.35	1.40
4.14	Cold places: below 0 degree Celsius (p.h.) below minus 7 degrees Celsius (p.h.)	0.84 0.97	0.86 0.99
4.15	Confined spaces (p.h.)	1.04	1.06

4.16	Dirty work (p.h.) For Bridge and wharf carpenter who: uses material or liquid that is injurious to clothes or damages his/her tools (p.h.)	0.84 0.85	0.86 0.87
	is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person (p.h.) Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.84 0.84	0.86 0.86
4.17	Height money:		
	7.5 metres from ground, deck, floor or water (p.h.) for every additional 3 metres (p.h.)	0.84 0.16	0.86 0.16
4.18	Hot places: between 46 degrees Celsius and 54 degrees Celsius (p.h.) exceeds 54 degrees Celsius (p.h.)	0.84 1.04	0.86 1.06
4.19	Handling insulation material (p.h.)	1.02	1.04
4.20	Smoke boxes: repairs to smoke-boxes furnace or flues of boilers (p.h.) repairs to and while inside oil fired boilers (p.h.)	0.53 2.08	0.54 2.12
4.21	Wet places: - where water other than rain is falling and required to work in wet clothing or boots (p.h.) - when required to work in the rain (p.h.) - called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.) - called upon to work knee-deep in mud or water (p.d.)	0.84 0.84 3.19 6.63	0.86 0.86 3.26 6.77
4.22	Acid furnaces, Stills, etc.: Construction or repairs to acid furnaces, stills, towers and all resisting brickwork other acid (p.h.) Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work (p.h.)	4.27 4.27	4.36 4.36
4.23	Towers allowances: construction exceeding 15 metres in height, and (p.h.) for each additional 15 metres (p.h.)	0.84 0.84	0.86 0.86
4.24	Depth exceeding 3 metres (p.h.)	0.84	0.86
4.25	Swing scaffolds: for the first four hours or any portion thereof, and (p.h.) for each hour thereafter (p.h.) Solid plasterers when working off a swing scaffold (p.h.)	6.17 1.26 0.16	6.30 1.29 0.16
4.26	Spray application (p.h.)	0.82	0.84
4.27	Soil pipes (p.h.)	1.04	1.06
4.28	Working on second-hand timber (p.d.)	3.29	3.36
4.29	Roof work:		
	work in excess of 12 metres from the nearest floor level (p.h.) minimum payment (p.h.)	1.04 1.04	1.06 1.06
4.30	Electric welding (p.h.)	0.33	0.34
4.31	Explosive powered tools: employee required to use explosive powered tools (p.d.) bridge and wharf carpenter when required to use these tools (p.d.)	2.01 2.01	2.05 2.05
4.32	Scaffolding rigging (p.h.)	0.84	0.86
4.33	Corrective establishments (p.h.)	2.10	2.14
	Mental institutions (p.h.)	1.61	1.64
	Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.)	0.58	0.59

	Geriatric hospitals: - Lidcombe Hospital (p.h.)	0.53	0.54
	Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophila (p.h.)	3.91	3.99
4.34	Distant places: - in districts as set out in subclause 5.3 (p.d.) - in western division of the state (p.d.) - within the area as set out in subclause 5.36.3 (p.d.) - Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.59 2.62 2.62 1.49	1.62 2.67 2.67 1.52
4.35	Morgues (p.h.)	0.97	0.99
4.36	Application of epoxy based materials or materials of a like nature (p.h.) Application of such material in buildings which are normally air conditioned (p.h.) Working in close proximity to employees so engaged (p.h.)	1.04 0.72 0.84	1.06 0.73 0.86
4.37	Bricklayers laying other than standard bricks where block weighs: - over 5.5 kg and under 9 kg (p.h.) - 9 kg or over and up to 18 kg (p.h.) - over 18 kg (p.h.)	0.84 1.46 2.32	0.86 1.49 2.37
4.38	Bagging bricks or concrete structures (p.h.)	0.77	0.79
4.39	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.77	0.79
4.40	Materials containing asbestos (p.h.)	1.04	1.06
4.41	Operation of pneumatic tools of 2.75 kg or over (p.d.)	4.52	4.61
4.42	Operation of brick cutting machine (p.h.)	1.04	1.06
4.43	Asbestos eradication (p.h.)	2.80	2.86
4.44	Employee required to work in an Animal House (p.h.)	0.51	0.52
4.45	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.84	0.86
5.	Tool Allowance		
	Electrical Fitter	21.20	21.60
	Electrical Fitter/Mechanic	21.20	21.60
	Electrical Instrument Fitter	21.20	21.60
	Electrical Mechanic	21.20	21.60
	Electrician in charge of plant having a capacity of less than 75kilowatts	21.20	21.60
	Electronic Tradesperson	21.20	21.60
	Electrical Instrument Fitter	21.20	21.60
	Plant Electrician	21.20	21.60
	Radio Mechanic and Fitter	21.20	21.60
	Refrigeration and/or Air Conditioning Mechanic	21.20	21.60
6.1	Employee appointed to be in charge of up to and including five employees (p.w)	53.15	54.20
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	68.10	69.50
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	88.95	90.80
15.1	Chokages pipe or pump (p.d.)	9.82	10.02
15.2	Fouled equipment (p.d.)	9.82	10.02
17.3	First Aid qualifications (p.d.)	3.65	3.72

Application to employees of the Department of Education

Clause No.	Brief Description	From the first full pay period on or after 1.7.20 (i.e. 2.0% March 2020 Sydney CPI) \$	From the first full pay period on or after 1.7.21 (i.e. 0.9% March 2021 Sydney CPI) \$
5	Tool Allowances - Electrical		
	Radio Mechanic and Fitter	23.15	23.40

Farm Assistants (Department of Education) Wages and Conditions Award - Work Related Allowances

Clause No.	Allowance	From the first full pay period on or after 1.7.20 (0.3%) \$	From the first full pay period on or after 1.7.21 (2.04%) \$
6. Special Rates			
6.6.1	Tractor operation (per day)	5.04	5.14
6.6.2	Truck driving (per day)	5.04	5.14
6.6.3	Headers, etc. (per day)	5.04	5.14
6.7	Broken Shift (per day)	15.17	15.48
6.9	Protective Clothing (per hour)	0.82	0.84
6.10	First Aid (per day)	3.80	3.88

Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Award 20208 - Work Related Allowances

Clause No.	Description and Authority Allowance effective first pay period on or after	From the first full pay period on or after 1.7.20 (0.3%) \$	From the first full pay period on or after 1.7.21 (2.04%) \$
8.6	Supervision Allowance	48.55	49.50
15.	First Aid Allowance	3.55	3.62

Crown Employees (Household Staff - Department of Education) Wages and Conditions Award - Work Related Allowances

Allowance	From the first full pay period on or after 1.7.20 (0.3%) \$	From the first full pay period on or after 1.7.21 (2.04%) \$
Broken Shift Allowance	12.60	12.86

Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award 2020 - Work Related Allowances

Clause No	Allowance effective first pay period on or after	From the first full pay period on or after 1.7.20 (0.3%) \$	From the first full pay period on or after 1.7.21 (2.04%) \$
	Brief Description		
7.4.2	Chokage (per hour)	1.30	1.33

7.4.3	Asbestos (per hour)	1.04	1.06
7.4.4	Plumbers Licence (per hour)	1.81	1.85
7.4.4	Plumbers Registration (per hour)	1.03	1.05

SCHEDULE D

EXPENSE RELATED ALLOWANCES

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

Clause 9 - (xiii) Motor Vehicle allowance Use of private motor vehicle during work related duties	From the first full pay period on or after 1.7.20 (i.e. 2.0% March 2020 Sydney CPI) \$	From the first full pay period on or after 1.7.21 (i.e. 0.9% March 2021 Sydney CPI) \$
Vehicles under 1600cc (Official business Rate - Engine rate per km)	0.70	0.71
Vehicles 1600cc-2600cc (Official business Rate - Engine rate per km)	0.70	0.71
Vehicles over 2601 cc (Official business Rate - Engine rate per km)	0.70	0.71

Clause 18 (ii) -Overtime	From the first full pay period on or after 1.7.20 \$	From the first full pay period on or after 1.7.21 \$
Overtime meal allowance	Per ATO determination	Per ATO determination

Crown Employees (Skilled Trades) Award - Expense Related Allowances

Clause No.		From the first full pay period on or after 1.7.20 (i.e. 2.0% March 2020 Sydney CPI) \$	From the first full pay period on or after 1.7.21 (i.e. 0.9% March 2021 Sydney CPI) \$
5.	Tool Allowances		
	Blacksmith	33.60	33.90
	Bodymaker, First Class	33.60	33.90
	Boilermaker and/or Structural Steel	33.70	34.00
	Bricklayer	24.00	24.20
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	33.70	34.00
	Cabinet Maker	13.60	13.70
	Carpenter	33.60	33.90
	Drainer	33.60	33.90
	Farrier	33.60	33.90
	Fitter	33.60	33.90
	Forger and/or Faggoter	33.60	33.90
	Machinist, First Class (Metal Trades)	33.60	33.90
	Machinist (Metal Trades) Special Class	33.60	33.90
	Marker Off	33.60	33.90
	Motor Mechanic	33.60	33.90
	Painter	8.20	8.30
	Panel Beater	33.60	33.90

	Patternmaker	33.60	33.90
	Plant Mechanic	33.60	33.90
	Plasterer	33.60	33.90
	Plumber	33.60	33.90
	Plumber and Gasfitter	33.60	33.90
	Plumber, Gasfitter and Drainer	33.60	33.90
	Sewing Machine Mechanic	33.60	33.90
	Sheetmetal Worker, First Class	33.60	33.90
	Shipwright/Boatbuilder	33.60	33.90
	Signwriter	8.20	8.30
	Slater and Tiler	17.40	17.60
	Stonemason	33.60	33.90
	Stonemason-Carver	33.60	33.90
	Tilelayer	24.00	24.20
	Toolmaker	33.60	33.90
	Toolsmith	33.60	33.90
	Trimmer (Motor)	33.60	33.90
	Turner	33.60	33.90
	Vehicle Builder	33.60	33.90
	Watchmaker	11.00	11.10
	Welder, Special Class	33.60	33.90
	Welder, First Class	33.60	33.90
8.1	Excess fares and travelling time to and from place of work	26.10	26.33
8.1.1	If employer provides or offers to provide transport free of charge	10.40	10.49
8.2	Excess fares and travelling to and from work:		
	- first year apprentices (or probationers)	21.90	22.10
	- to all other apprentices	25.40	25.63
8.2.1	If employer provides or offers to provide transport free of charge		
	- to first year apprentices	8.70	8.78
	- to all other apprentices	10.30	10.39
9.3.3	Meal allowance:		
	- after working in excess of four hours	16.20	16.30
	- for each subsequent meal	13.90	14.00
9.8	Tea Money:		
	- required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal	16.22	16.37
	- after each four hours on continuous overtime, for each meal	14.20	14.30
14.4	Expenses of reaching home and of transporting tools from distant work	25.20	25.40
14.5.1	Allowance for board and lodging:		
	- while on distant work	546.82	551.70
	- for broken parts of week	78.10	78.80
14.6	Camping allowance	31.30	31.58
14.7	Returning home for the weekend from distant work	43.40	43.80
22.6.2	Supply of boots	40.40	40.80
	Accrual of credit	4.80	4.80
23.2	Reimbursement for loss of tools	1945.15	1963.00

Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Award 2020 - Expense Related Allowances

(Subject to variations to Table 1 - Allowances of Part B Monetary Rates of the Crown Employees (Public Service Conditions of Employment) Award.

Clause No.	Description and Authority	From the first full pay period on or after 1.7.20 \$	From the first full pay period on or after 1.7.21 \$
10.7	Meal Allowance (Overtime) Breakfast: where required to start work before 6.00 am Lunch: for overtime required to be worked after 1.30 pm on Saturdays, Sundays and public holidays Dinner: when required to work after 6.00 pm	Per ATO	Per ATO
13.1	Reimbursement of meal allowances - no overnight stay (Part day travel) Breakfast: when travel starts before 6.00 am Lunch: when employee unable to have lunch at normal Workplace Dinner: when employee works and travels after 6.30 pm	Per ATO	Per ATO
13.2	Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by employer.	Per ATO	Per ATO
Clause No.	Description and Authority	From the first full pay period on or after 1.7.20 (i.e. 2.0% March 2020 Sydney CPI) \$	From the first full pay period on or after 1.7.21 (i.e. 0.9% March 2021 Sydney CPI) \$
13.4(i)	Camping Allowance Established Camp Non established Camp Additional allowance in excess of 40 nights per annum	34.30 45.30 10.80	34.60 45.70 10.90
13.4(ii)	Camping equipment allowance Bedding and/or sleeping bag allowance	34.00 5.70	34.30 5.80

J. WEBSTER, *Commissioner.*

Printed by the authority of the Industrial Registrar.

FARM ASSISTANTS (DEPARTMENT OF EDUCATION) WAGES AND CONDITIONS AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 191888 of 2021)

Before Commissioner Webster

29 July 2021

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Hours of Work
4.	Overtime
5.	Wage Sacrifice for Superannuation and Wage/Salary Packaging Arrangements
6.	Wages and Allowances
7.	Payment of Wages
8.	Deduction of Union Membership Fees
9.	Public Holidays and Picnic Day
10.	Leave
11.	Tea Breaks
12.	Accommodation
13.	Settlement of Disputes
14.	Terms of engagement
15.	Fares
16.	Anti-Discrimination
17.	No Extra Claims
18.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Allowances

2. Definitions

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

2.2 "Casual Employee" means a person engaged on an hourly basis to carry out:

- (i) work that is irregular or intermittent, or

- (ii) work on a short term basis in an area of the Department with a flexible workload, or
- (iii) the work of a position for a short period pending completion of the selection process for the position, or
- (iv) urgent work to deal with an emergency.

Consistent with the casual employment provisions of the *Government Sector Employment Act 2013* and any rules or guidelines issued pursuant to that Act, no single period of casual employment is to exceed three months, and the parties further agree that ideally no single period of engagement as a casual employee should exceed one month and in most instances any period of casual engagement should be less than two weeks in duration.

- 2.3 "Department" means the NSW Department of Education.
- 2.4 "Employee" means and includes all persons employed on an ongoing, temporary or casual basis under the provisions of the *Government Sector Employment Act 2013*, who, on 20 October 1982 were occupying a position covered by this award and included in the schedule attached hereto, or who after that date, are employed under the terms of this award but does not include any person who resigned or whose services were terminated (not including retirement) prior to the making of this award.
- 2.5 "Farm Assistant" means any employee, including a casual, engaged as a Farm Assistant Class I or Farm Assistant Class II.
- 2.6 "Flower Gardener" means any employee engaged as such.
- 2.7 "Horsepower" means the brake horsepower as stated by the manufacturer.
- 2.8 "Part Time Employee" means a person engaged on an ongoing basis for part hours or part years where the employee's contract hours are less than full time hours.
- 2.9 "Regulation" means the Government Sector Employment Regulation 2014.
- 2.10 "Temporary Employee" means a person engaged on a temporary basis, either full time or part time, for a fixed period greater than one month, consistent with the temporary employment provisions of the *Government Sector Employment Act 2013* and any guidelines issued pursuant to that Act.

3. Hours of Work

- 3.1 Day Work - The ordinary working hours for a fulltime employee shall be thirty-eight per week and shall be worked in accord with the following provisions for a four-week work cycle:
 - 3.1.1 Except in the case of employees engaged in attending livestock, the ordinary working hours shall be worked as a twenty day four-week cycle Monday to Friday, inclusive, with nineteen working days of eight hours each between the hours of 7.00 a.m. and 5.30 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
 - 3.1.2 The ordinary working hours of employees engaged in attending livestock shall be worked as a twenty day, four-week cycle of five days per week during the period Monday to Saturday, inclusive, within nineteen working days of eight hours each between the hours of 6.00 a.m. and 5.30 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
 - 3.1.3 The rostered day off shall be a Monday or Friday within the working cycle provided that by agreement of the employer and the employee, the rostered day off may be accrued as an entitlement for a day off to be taken in a subsequent work cycle. Provided further that no employee shall be entitled to accrue more than six rostered days off under the terms of this subsection. All rostered days off shall be taken by the employee as leisure days off, and except

as provided for in this subsection, no work shall be performed by an employee on her/his rostered day off; or rostered days off.

- 3.1.4 A roster of days off (provided for under this subsection) for each employee shall be notified to employees prior to the commencement of each working cycle. Employees shall be provided with seven (7) working days' notice of a change in roster, provided that, in the case of an emergency situation, forty-eight (48) hours' notice of a change in roster may be given by the employer.
- 3.1.5 Where such rostered day off prescribed by this subclause falls on a public holiday as prescribed in clause 9, Public Holidays, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
- 3.1.6 Each day of paid leave taken on any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 3.1.7 An employee who has not worked or is not regarded by reason of subclause (3.1.6) as having worked a complete four-week cycle, shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- 3.1.8 A majority of the employees concerned and their employers may mutually agree upon a change in starting and ceasing times so that the spread of hours in the award may be between 6.00 a.m. and 6.00 p.m.
- 3.1.9 Employees shall commence and cease work at the headquarters or the barn.
- 3.1.10 Employees shall be entitled to an unpaid meal break each day of not less than thirty minutes duration and not more than one hour in duration provided that the said meal break shall be taken between 11.30 a.m. and 1.30 p.m.
- 3.2 Subject to subclause 3.3 the school principal or their delegate may require an employee to work reasonable overtime at overtime rates.
- 3.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 3.4 For the purposes of subclause 3.3 what is unreasonable or otherwise will be determined having regard to:
- 3.4.1 any risk to employee health and safety;
- 3.4.2 the employee's personal circumstances including any family and carer responsibilities;
- 3.4.3 the needs of the workplace or enterprise;
- 3.4.4 the notice (if any) given by the school principal or their delegate of the overtime and by the employee of his or her intention to refuse it; and
- 3.4.5 any other relevant matter.

4. Overtime

- 4.1 Except as hereinafter provided overtime at the rate of time and a half for the first two (2) hours and double time thereafter shall be paid for all time worked: -
- 4.1.1 in excess of the daily number of rostered hours on any one day; or

- 4.1.2 outside the limits of subclause 3.1.1 in the case of employees other than those engaged on nursery work during the months of October to March inclusive; or
- 4.1.3 outside the limits of subclause 3.1.2 in the case of employees other than those engaged on nursery work during the months of October to March inclusive.
- 4.2 All work performed on Sundays and Public Holidays shall be paid for at the rate of double time and double time and a half respectively. An employee required to work on a Sunday or Public Holiday shall receive a minimum payment of 4 hours pay at the rate of double time or double time and a half respectively.
- 4.3 All ordinary time worked on Saturdays shall be paid for at the rate of time and a half.
- 4.4 An employee recalled to work overtime after 5.30 p.m. on any day other than a Sunday or Public Holiday shall receive a minimum payment of four hours pay at the appropriate overtime rate. On each recall the employee may be required to work 4 hours.
- 4.5 An employee who works so much overtime-
- 4.5.1 between the termination of his/her ordinary work day and the commencement of his/her ordinary work in the next day that he/she has not had at least ten consecutive hours off duty between these times;
- 4.5.2 or on Saturdays, Sundays and Holidays, not being ordinary working days without having had ten consecutive hours off duty in the twenty-four hours preceding his/her ordinary commencing time on his/her next ordinary day shall, subject to this sub-clause be released after completion of such overtime until he/she has had ten hours off duty without loss of pay for ordinary working time occurring during such absences.
- Provided that, if on the instructions of his/her employer, such an employee resumes or continues, to work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 4.6 An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.
- 4.7 Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 p.m. which meal break shall be taken without loss of pay.

5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 6, Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation of the Crown Employees Wages Staff (Rates of Pay) Award 2020 or any variation to or successor instruments to the said award shall apply

6. Wages and Allowances

- 6.1 The rates of wages and allowances to be paid to employees appointed to the positions specified are set out in Table 1 - Wages and Table 2 - Allowances of Part B, Monetary Rates.

- 6.2 The wage rates as set out in Table 1 - Wages, and Table 2 - Allowances of Part B, Monetary Rates, shall be adjusted in line with the Crown Employees Wages Staff (Rates of Pay) Award 2021 or any variations to or successor instruments to the said award.
- 6.3 Promotion from Farm Assistant, Class I to Farm Assistant Class II shall be subject to completion of 12 month's satisfactory service and the recommendation of the Department Head, that the skill and versatility of the employee in all respects of the work of a Farm Assistant, including proficiency in the operation of farm equipment and vehicles warrants such promotion. For the purposes of this sub-clause, service shall mean service in an established position and shall include prior service as a junior.
- 6.4 Casual employees shall be paid at the rate of one thirty eighth of the weekly rates prescribed in respect of the classification for which the employee is casually employed.
- 6.5 Casual employees shall be paid in addition to the prescribed rate for the classification concerned 15 per centum thereof.
- 6.6 Special rates
- A Farm Assistant, Class I or II, employed on any of the following operations, viz.
- 6.6.1 operating and servicing a tractor provided that for the purpose of this provision a tractor shall be deemed to include a wheel tractor and a crawler tractor and provided that such tractors shall be not less than 10 horsepower;
- 6.6.2 driving on farm or college property a truck which, if driven on the highway, would require possession of at least a Class 3 driver's licence;
- 6.6.3 operating headers, harvesters, including maize harvesters, and mechanical pick-up hay balers;
- shall be paid an additional allowance as prescribed in Table 2 - Allowances of Part B, Monetary Rates per day while actually so employed, provided that no allowance shall be paid for periods of such employment of less than one hour per day nor shall an employee receive more than one such allowance in respect of any one day.
- 6.6.4 an employee required to drive a truck on the highway shall be paid the rates prescribed by the Crown Employees (Transport Drivers, etc.) Award provided that, where such employment is for less than half a day, payment shall be as for a half a day and where such employment is for a half day or more payment shall be as for a full day and provided however that no additional payment shall be made in respect of periods of one hour or less.
- 6.7 Broken shift allowance
- Employees who are required to work a broken shift shall be the allowance prescribed in Table 2 - Allowances of Part B, Monetary Rates, per day extra as a broken shift allowance.
- 6.8 Mixed functions
- An employee engaged for more than two hours during one day on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day. If so engaged for two hours or less during one day he/she shall be paid the higher rate for the time so worked.
- 6.9 Protective clothing
- Employees required to work in the rain or in mud, slurry, water or wet places shall be paid an allowance prescribed in Table 2 - Allowances of Part B, Monetary Rates.
- This allowance shall not be payable to an employee who is provided by the employer with adequate protective clothing.

6.10 First Aid

A standard first aid outfit shall be provided and maintained by the employer.

An employee appointed by the employer to perform first aid duty shall be paid in the first aid allowance prescribed in Table 2 - Allowances of Part B, Monetary Rates in addition to their ordinary rates of pay.

6.11 Meal Allowance

An employee required to work more than one and one half hours after the ordinary ceasing time shall be provided with a meal or shall be paid the amount prescribed in Table 2 - Allowances of Part B, Monetary Rates, for such a meal and after the completion of each four hours of continuous overtime shall be paid the amount prescribed in Table 2 - Allowances of Part B, Monetary Rates, for each subsequent meal in addition to his/her overtime payment.

6.12 Distant places

The provisions of the Act and the Regulations apply.

7. Payment of Wages

7.1 Wages shall be paid fortnightly into a bank or other account, provided that where employees work in isolated areas or where employees experience hardship or other exceptional circumstances then payment shall be made to the employee fortnightly by cheque.

7.2 One day of each pay period shall be recognised as pay day for each job: it shall be the same day in each pay period.

8. Deduction of Union Membership Fees

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

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

8.3 Subject to (8.1) and (8.2) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

8.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

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

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

9. Public Holidays

9.1 The following days shall be observed as Public Holidays: -

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other proclaimed or gazetted holiday for the state of New South Wales.

- 9.2 Where local Show Day is a proclaimed local holiday it shall be observed as a Public Holiday for employees covered by this award. In the event that an employee cannot be spared without inconvenience to the Department, an alternative day with pay shall be given within twenty working days of the proclaimed local holiday; provided that no employee shall be entitled to payment at overtime rates for work on such proclaimed local holiday and provided further that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.
- 9.3 Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer the employee shall not be entitled to payment of such holiday.
- 9.4 Public Service Holiday
- 9.4.1 Unless directed to attend for duty by the Department Head a staff member is entitled to be absent from duty on a day between Boxing Day and New Year's Day determined by the Department Head as a public service holiday.
- 9.4.2 Any employee required to work on such day shall be paid at the rate of double time and a half for not less than four hours' work. Provided that an employee who is required to work on the nominated public service holiday and who fails to comply with such requirement shall not be entitled to payment for the day. An employee who is absent on the public service holiday on approved leave is not entitled to the public holiday overtime rate of pay.

10. Leave

- 10.1 General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation.
- 10.2 In addition to provisions for sick leave existing under the terms of regulations made pursuant to the Act, and applicable to the employees covered under the terms of this award, the following provisions for sick leave shall apply:
- Where an employee is ill or incapacitated (within the meaning of regulations relating to sick leave under the Act) on her/his rostered day off he/she shall not be entitled to payment for sick leave on that day nor shall her/his sick leave entitlements be reduced as a result of such illness or incapacity.
- 10.3 In addition to provisions for annual (recreation) leave, long service (extended) leave, accident pay and short leave existing under the terms of regulations made pursuant to the Act, employees covered under the terms of this award shall have the following provisions apply -
- 10.3.1 All paid leave taken in service with the exception of long service (extended) leave and accident pay shall be paid as follows:
- An employee who is absent from work on paid leave shall accrue an entitlement of 0.4 of one hour for each such day as if he/she had worked on that day. The time accrued shall be paid on the scheduled day off.
- 10.3.2 Annual (recreation) leave on termination of service and long service (extended) leave and accident pay taken in service or paid on termination shall be paid as follows:
- 10.3.2.1 All accrued time against a paid day off shall be paid to the employee prior to proceeding, on leave or at the time of termination of the employee's service;
- 10.3.2.2 All leave accrued or time due shall be paid to the employee on the basis of one week of accrued leave etc., being equal to 38 hours or one day being equal to 7.6 hours.

Provided that where a full year's annual (recreation) leave of 20 days or more is accrued when the employee shall be paid a further 7.6 hours for the first 20 days and on the same basis for the remainder of accrued leave.

10.3.3 Where the employee is absent on long service (extended) leave and accident pay during the 20 day cycle and returns to work prior to or on the rostered day off the time involved during the current cycle shall be regarded as accruing 0.4 of one hour for each day of paid absence.

10.4 Personal/Carer's leave

Use of Sick Leave

10.4.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in section (ii) of subparagraph 10.4.3.2 shall be entitled to use, in accordance with this subparagraph, any sick leave for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

10.4.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.

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

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

10.4.3.2 the person concerned being:

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

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

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

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

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

10.4.5 Subject to the evidentiary and notice requirements in 10.4.2 and 10.4.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph 10.4.3 of subclause 10.4, Personal/Carer's Leave, who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

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

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

Use of Annual (Recreation) Leave

10.4.8 An employee may elect with the employer's agreement to take annual leave not exceeding ten days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties to care for a person prescribed in paragraph 10.4.3 of subclause 10.4, Personal/Carer's Leave, who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

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

10.5 Bereavement Leave

10.5.1 An employee other than a casual employee shall be entitled to up to two days Bereavement Leave without deduction of pay on each occasion of the death of a member of a class of person set out in section (ii) of subparagraph 10.4.3.2 of this clause.

10.5.2 The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.

10.5.3 Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Carer's Leave as prescribed by this clause. The employee need not have been responsible for the care of the person concerned to be eligible for Bereavement Leave as prescribed in this subclause.

10.5.4 An employee shall not be entitled to Bereavement Leave under this clause during any period in respect of which the employee has been granted other leave.

10.5.5 Bereavement leave may be taken in conjunction with any other leave available to employees. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

10.5.6 Subject to the evidentiary and notice requirements in 10.5.2, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in paragraph 10.4.3 of subclause 10.4, Personal/Carer's Leave.

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

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

10.6 Parental Leave

10.6.1 Parental leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation and will be in addition to those set out in the *Industrial Relations Act 1996* and the Regulation.

10.6.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

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

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

10.6.3 Right to Request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

10.6.3.3 The employee's request and the employer's decision made under 10.6.3.1(ii) and 10.6.3.1(iii) must be recorded in writing.

10.6.3.4 Where an employee wishes to make a request under 10.6.3.1(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

10.6.4 Communication During Parental Leave

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

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

- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 10.6.4.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 10.6.4.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 10.6.4.1.

11. Tea Breaks

- 11.1 A tea break during the morning period of not more than fifteen minutes' duration shall be allowed to each individual employee, at a time to be arranged by the employer, without deduction from their wages.
- 11.2 Provided that an employer may grant a tea break of not more than ten minutes' duration during both the morning and afternoon periods of the working day, under the same conditions as above. Where an afternoon tea break is taken the employer may direct that it be taken immediately prior to ceasing time.

12. Accommodation

- 12.1 Employees who reside in Departmental premises and are provided with board and lodging by the employer shall be charged at the rates determined from time to time by the Department of Premier and Cabinet according to whether the employee is provided with full board and lodging or whether he/she attends to his/her own room and waits on himself/herself at table.
- 12.2 Where employees do not reside at the Farm, the employer shall provide free of charge a dining room fitted with sufficient and suitable table and seating accommodation together with an adequate supply of boiling water for employees at meal times. Pure drinking water shall be provided at suitable locations on each farm in clean containers where it is not available from a water service pipe.
- 12.3 Change rooms shall be provided by the employer and shall be used exclusively for that purpose. Where practicable, hot and cold showers shall be provided.

13. Settlement of Disputes

Subject to the provisions of the *Industrial Relations Act 1996*, the undermentioned procedures shall be applied in the settlement of disputes -

- 13.1 Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and supervising staff, it shall be referred to the Departmental Personnel/Industrial Officer or other officer nominated by the employer who will arrange for the matter to be discussed with the union or unions concerned.
- 13.2 Failing settlement of the issue at this level, the matter should be referred to senior management.
- 13.3 If the matter remains unsolved then either party may make application to the Industrial Relations Commission of New South Wales.
- 13.4 Whilst these procedures are continuing, no stoppage of work or any form of limitation of work shall be applied.
- 13.5 The right is reserved to the parties to vary this procedure where it is considered a safety factor is involved.

14. Terms of Engagement

- 14.1 Employees shall be employed in accordance with the *Government Sector Employment Act 2013*, and except in the case of misconduct, their engagement shall only be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of one week's wages in lieu, as the case may be.

15. Fares

- 15.1 Any person selected for work and sent by the employer or his/her agent, including a Government Employment Bureau or Private Employment Agency, from the City to the country or from one country centre to another, or from a country centre to the City, shall have the necessary fares provided by the employer.

16. Anti-Discrimination

- 16.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 13, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 16.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 16.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*, or
 - a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

17. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

18. Area, Incidence and Duration

- 17.1 This award shall apply to all employees as defined herein.
- 17.2 This Award rescinds and replaces the Farm Assistants (Department of Education and Communities) Wages and Conditions Award 2020 published 19 February 2021 (389 I.G. 214) and all variations thereof.

17.3 This award has a nominal term of 12 months from 1 July 2021 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2021.

PART B

MONETARY RATES

Table 1 - Wages

Classification	Amount from first full pay period on or after 1/07/20 (0.3%) \$	Amount from first full pay period on or after 1/07/21 (2.04%) \$
Farm Assistant Class I	988.80	1009.00
Farm Assistant Class II	1136.80	1160.00
Flower Gardener	1021.30	1042.10

Table 2 - Allowances

Clause	Allowance	Amount from first full pay period on or after 1/07/20 (0.3%) \$	Amount from first full pay period on or after 1/07/21 (2.04%) \$
6.6 Special Rates			
6.6.1	Tractor operation (per day)	5.04	5.14
6.6.2	Truck driving (per day)	5.04	5.14
6.6.3	Headers, etc. (per day)	5.04	5.14
6.7	Broken Shift (per day)	15.17	15.48
6.9	Protective Clothing (per hour)	0.82	0.84
6.11	First meal per day		
	Subsequent meals		
6.10	First Aid (per day)	3.80	3.88

J. WEBSTER, *Commissioner*

Printed by the authority of the Industrial Registrar.

NSW HEALTH SERVICE ABORIGINAL HEALTH WORKERS' (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 168441 of 2021)

Before Chief Commissioner Constant

22 July 2021

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Wages
3.	Conditions of Service
4.	Progression and Appointment
5.	Anti-Discrimination
6.	No Extra Claims
7.	Area, Incidence and Duration

1. Definitions

"Aboriginal Health Practitioner" means a person who is appointed as such and holds a Certificate IV in Aboriginal Primary Health Care (Practice) and is registered with the Australian Health Practitioner Regulation Agency. Aboriginal Health Practitioners perform a range of clinical practice and primary healthcare duties for the community in which they work under direct or indirect supervision at more experienced years.

"Aboriginal Health Worker" means a person who is appointed as such and is a provider of flexible, holistic and culturally sensitive health services to the Aboriginal community, and holds or aspires to hold a minimum Certificate HI qualification in Aboriginal Primary Health Care or a minimum Certificate III health qualification in the area of care in which the Aboriginal Health Worker works. Aboriginal Health Workers perform a range of primary health care duties for the community in which they work under direct or indirect supervision at more experienced years.

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales.

"Principal Aboriginal Health Worker" means a person who has applied for an advertised Principal Aboriginal Health Worker role and has been selected on merit. Principal Aboriginal Health Workers develop, implement and review Aboriginal primary health care strategy and policies and may be responsible for the supervision and training of Aboriginal Health Workers. Principal Aboriginal Health Workers hold a relevant degree qualification.

"Senior Aboriginal Health Worker" means a person who has applied for an advertised Senior Aboriginal Health Worker role and has been selected on merit. Senior Aboriginal Health Workers manage resources for the delivery of individual health services or health programs and may be responsible for the supervision and training of Aboriginal Health Workers.

"Union" means the Health Services Union New South Wales.

2. Wages

- 2.1 Full time employees shall be paid the salaries as set out in the Health Professional Medical Salaries (State) Award 2019, as varied or replaced from time to time.

3. Conditions of Service

- 3.1 The Public Hospitals (Professional & Associated Staff) Conditions of Employment (State) Award 2019, as varied from time to time, shall apply to all classifications of employees as defined in clause I of this Award.

4. Progression and Appointment

- 4.1 Progression for Aboriginal Health Workers and Aboriginal Health Practitioners is incremental upon the completion of 12 months full time satisfactory service.
- 4.2 Aboriginal Health Workers who hold a minimum Certificate III qualification in Aboriginal Primary Health Care or a minimum Certificate III health qualification in the area of care in which the Aboriginal Health Worker works may commence at Year 2.
- 4.3 Senior Aboriginal Health Workers are appointed on merit Incremental progression occurs once upon the completion of the first 12 months full time satisfactory service.
- 4.4 Principal Aboriginal Health Workers are appointed on merit. Incremental progression occurs once upon the completion of the first 12 months full time satisfactory service.

5. Anti-Discrimination

- 5.1 It is the intention of the parties bound by this Award to seek to achieve the object of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 5.2 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 effects. It will be consistent with the fulfilment of these obligations for the parties to make an application to vary any provisions of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 5.3 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.
- 5.4 Nothing in this clause is to be taken to affect:
- i. Any conduct or act which is specifically exempt from anti-discrimination legislation.
 - ii. Offering or providing junior rates to a person 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 a State or federal jurisdiction.
- 5.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides: 'Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion'.

7. No Extra Claims

- 7.1 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 Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2022 by a party to this award.

8. Area, Incidence and Duration

- 8.1 This Award shall apply to employees of the classifications in clause 1, Definitions, who are employed in the New South Wales Health service under Section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.
- 8.2 The Award shall take effect on and from 1 July 2021 and shall remain in force for a period of one year. This Award rescinds and replaces the NSW Health Aboriginal Health Workers (State) Award 2015 published 9 October 2015 (378 I.G. 90) and all variations thereof.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND
HERITAGE AND THE ENVIRONMENT PROTECTION AUTHORITY)
GENERAL AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 120630 of 2021)

Before Commissioner Sloan

29 November 2021

REVIEWED AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Memorandum of Understanding
4.	Parties
5.	Salaries
6.	Salary System
7.	Qualifications
8.	On Call Allowance for Communications, Engagement and Public Affairs Branch Officers
9.	Working Hours including Flexible Working Hours
10.	Overtime
11.	Excess Travelling Time
12.	Irregular Shift Work
13.	Annual Leave Loading
14.	Families and Field Work
15.	After Hours Incident Service (AHIS)
16.	Out of Hours Disturbance (for After Hours Incident Services) - Supervising Officers
17.	Declared Incidents (NSW National Parks and Wildlife Service)
18.	Study Assistance
19.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
20.	No Extra Claims
21.	Union Delegates Rights and Obligations
22.	Industrial Grievance Procedure
23.	Anti-Discrimination
24.	Deduction of Union Membership Fees
25.	Area, Incidence and Duration

PART B

MONETARY RATES

Schedule 1 - Salaries

PART C

Memorandum of Understanding

PART A**2. Definitions**

"Award" means any Award made under the *Industrial Relations Act 1996*.

"Chairperson" means the Chairperson of the Environment Protection Authority.

"Class" means a Class listed in sub-clause 6.8, of clause 6 - Salary System, of this Award.

"Declared incident" means an unscheduled activity in the NSW National Parks and Wildlife Group (NPWS) of DPIE such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Deputy Secretary of the NSW National Parks and Wildlife Service or their delegate (N.B. Does not include hazard reductions in NSW NPWS).

"Delegate" means an employee who has been delegated certain powers by the Chairperson of the Environment Protection Authority or the Departmental Secretary where appropriate pursuant to section 17 of the *Government Sector Employment Act 2013*.

"Departmental Secretary" means the Secretary of the Department of Planning, Industry and Environment.

"Determination" means any Determination made by the Industrial Relations Secretary pursuant to the provisions of section 52 of the *Government Sector Employment Act 2013*.

"DPIE" means the Department of Planning, Industry and Environment (DPIE).

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

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

"Employer for all purposes other than Industrial" means, the Secretary of the Department of Planning, Industry and Environment or the Chairperson of the Environment Protection Authority.

"EO" means Environment Officer.

"EPA" means the Environment Protection Authority (EPA).

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

"Industrial Agreement" means an Industrial Agreement under the *Industrial Arbitration Act 1940* that is continued in force by the provisions of the *Industrial Relations Act 1996*.

"Memorandum of Understanding" means the document signed by the parties to this Award on 10 August 2006.

"Organisation" means the Department of Planning, Industry and Environment or the Environment Protection Authority.

"Organisation Head" means the Secretary of the Department of Planning, Industry and Environment, or the Chairperson of the Environment Protection Authority.

"NPWS" means the NSW National Parks and Wildlife Service of the Department of Planning, Industry and Environment.

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

"Salary Point" means a salary nominated within a Class.

"Salary Scale" means the whole set of salaries payable under this Award.

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

"Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, or the Association of Professional Engineers, Scientists and Managers, Australia, (NSW Branch) (known as 'APESMA'), having regard to their respective coverage.

3. Memorandum of Understanding

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

4. Parties

4.1 The Parties to this Award are:

- (i) Industrial Relations Secretary, Secretary of the Department of Planning, Industry and Environment (DPIE) and the Chairperson of the Environment Protection Authority (EPA);
- (ii) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales; and
- (iii) Association of Professional Engineers, Scientists and Managers, Australia, (NSW Branch) (known as APESMA).

4.2 In this Award "the Association" or "the Union" means:

- (i) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales; and
- (ii) APESMA in respect of:
 - (a) Professional Engineers as defined in the rules of APESMA which, without limiting that category includes:
 - (i) Persons employed in the classification of Engineer;
 - (ii) Persons performing professional engineering work; and
 - (b) Existing members of APESMA to the extent that they do not come within sub-paragraph 4.2(ii)(a).

5. Salaries

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

6. Salary System

- 6.1 The entitlements to salary packaging for employees covered by this award will be in line with the entitlements set out in clause 5 of the Crown Employees (Public Sector - Salaries 2021) Award or any award replacing it.
- 6.2 The level of assignment to a salary point within a Class will be determined by the Organisation Head or delegate, following assessment of an applicant's past work experience in a related field and/or relevant skill levels and/or educational qualifications. Where an employee is promoted to a higher Class, they will move to the minimum salary point of the higher Class, or at least one salary point above their current substantive salary, whichever is the higher.
- 6.3 Employees who possess the Higher School Certificate or equivalent will be assigned to no less than the 2nd salary point of Class 1 as set out in Schedule 1 subject to any agreed Salary and Benefit Packaging arrangement.
- 6.4 Any employee aged 21 years or over will be assigned to no less than the salary prescribed for Class 1 salary point 4 as set out in Schedule 1 subject to any agreed Salary and Benefit Packaging arrangement.
- 6.5 Movement from one salary point to another within a Class will be subject to the Organisation's Performance Management framework as agreed to by the parties.
- 6.6 Movement from Class to Class will be by way of assignment to a vacancy except in the circumstances described in paragraph 6.8.7 below.
- 6.7 Environment Officer 2-7 Classification Scale
- 6.7.1 From the date of the making of this Award roles classified as EO 2-7 on the salary scale will be filled by new graduates, as part of the Graduate Recruitment Program and will be paid in accordance with the salary scale in Table 1 below.
- 6.7.2 In limited circumstances the EO 2-7 classification may be applied for specialist roles where recruitment to such roles under a differing classification scale has proven to be unsuccessful.
- 6.7.3 The relevant salary points on the EO 2-7 are shown in Table 1 below.

Table 1

Point 1	Class 2	Salary Point 3
Point 2	Class 3	Salary Point 2
Point 3	Class 4	Salary Point 2
Point 4	Class 5	Salary Point 2
Point 5	Class 6	Salary Point 2
Point 6	Class 7	Salary Point 1
Point 7	Class 7	Salary Point 2
Point 8	Class 7	Salary Point 4

- 6.7.4 Employees with a recognised 3 year degree or qualifications deemed by the Organisation as equivalent will be assigned to point 1 on the EO 2 -7 salary scale.
- 6.7.5 Employees with a recognised 4 year degree or higher or qualifications deemed by the Organisation as equivalent will be assigned to point 2 on the EO 2-7 salary scale.
- 6.7.6 Employees on the above scale will be eligible to progress beyond Class 6 Salary Point 2 subject to:
- (i) the availability of work at the higher level in the employee's discipline/s; and

- (ii) demonstrated ability and capacity to undertake more responsible work, as deemed appropriate by the Organisation having regard to the employee's discipline/s.

6.7.7 For employees on the above scale, work will be redesigned from time to time, in accordance with the agreed process, to ensure that the work performed by the employee is commensurate with the Class that they currently occupy.

6.7.8 Progression beyond Class 7 Salary Point 4 will be by way of promotion to a vacant role.

7. Qualifications

7.1 The parties to this Award have agreed that qualifications are not to be used as barriers to assignments or promotion, however, where appropriate (e.g. for technical, competency and legal requirements), role descriptions will include qualifications.

8. On Call Allowance for Communications, Engagement and Public Affairs Branch Officers

8.1 A weekly allowance of \$199 per week (of 7 days) will be paid to employees of the Communications, Engagement and Public Affairs Branch who are directed to be on call.

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

8.3 Only in exceptional circumstances would the Organisation require an employee to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the employee is required to be on call. The daily allowance will equate to \$28.46 per day.

8.4 Where the call results in the employee returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the employee will be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.

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

8.6 Where an employee is required to return to work again after the initial call out, the employee will be paid for the actual time spent attending the second and subsequent call outs.

8.7 Extension of this provision to other work areas, classifications or specific jobs will be done in consultation with the Union.

9. Working Hours Including Flexible Working Hours

9.1 So as to ensure consistent application of the new provisions across the Organisation the commencement date for the provisions set out in this clause of the Award must be as agreed between the parties.

9.2 Ordinary Working Hours

9.2.1 Full-time ordinary working hours will be 35 hours per week, Monday to Friday.

9.3 Bandwidth

- (i) Bandwidth is the period during the day when staff may record time worked and accrue flex time.

9.3.1 Standard Bandwidth

- (i) The Standard Bandwidth is 10.5 hours commencing at 7:30 a.m. and ceasing at 6:00 p.m.

- (ii) The maximum number of hours that can be recorded as being worked under this bandwidth is 10 hours (10.5 hours less a 0.5 hour lunch break).
- (iii) This will be the bandwidth that an employee covered by this Award operates under unless their bandwidth is varied as per paragraph 9.3.2 below.

9.3.2 Varied Bandwidth

- (i) The Standard Bandwidth starting and finishing times may only be varied in circumstances where prior approval has been granted for such a variation by the employee's supervisor or Reporting Officer. A variation may apply to a group of employees or an individual.

9.4 Coretime

- (i) Coretime is the specified period during the day when employees are required to be on duty, unless on authorised leave.

9.4.1 Standard Coretime

- (i) The Standard Coretime hours will be 10:00 a.m. to 3:00 p.m. The maximum (unpaid) meal break which can be taken by an employee during Standard Coretime is 2.5 hours (as per paragraph 9.5.1 below), such that the minimum an employee must work during Coretime, exclusive of a meal break, is 3.5 hours.

9.4.2 Varied Coretime

- (i) The Standard Coretime may only be varied in circumstances where prior approval has been granted for such a variation by the employee's supervisor or Reporting Officer. A variation may apply to a group of employees or an individual.

9.5 Meal Breaks

9.5.1 An employee on the Standard Bandwidth and Standard Coretime is entitled to take a meal break between the hours of 11:30 a.m. and 2:30 p.m. The minimum meal break is 30 minutes and the maximum is 2.5 hours.

9.5.2 An employee working a Variable Bandwidth and/or Coretime may take their meal break at a time agreed between the employee and their supervisor or Reporting Officer. The minimum meal break is 30 minutes and the maximum is 2.5 hours. An employee will not be required to be on duty for more than 5 hours from the time of commencement without a meal break.

9.6 Accrual and the taking of flex leave

9.6.1 Employees are able to take 14 hours i.e. two (2) flex leave days off in a settlement period, as long as they have accumulated enough hours to do so.

9.6.2 With prior management approval, employees may accumulate a credit balance of 14 - 35 hours to enable them to have up to 5 flex leave days in a settlement period, to be taken at a mutually convenient time.

9.6.3 Employees who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the Award provisions.

9.6.4 Supervisors will have full and open 24 hour access to an employee's time sheet records and records pertaining to an employee's flex leave.

9.6.5 Employees may carry forward to the next settlement period, in accordance with paragraphs 9.6.1 and 9.6.2 above a credit balance of up to 35 hours or a debit balance of 10 hours.

- 9.6.6 Flex leave can be taken at either the beginning or end of a period of leave.
- 9.6.7 Flex leave can be taken as either half days or full days. Time outside the bandwidth will not accrue to flex time balance.
- 9.6.8 Employees must have prior approval before taking flex leave.
- 9.6.9 On cessation of duty Flex Credits will be dealt with in accordance with sub-clause 21(n) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

10. Overtime

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

11. Excess Travelling Time

- 11.1 Time spent travelling within the time prescribed, as defined under clause 27 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award:
- (i) Before the agreed bandwidth commences, and up to 1 hour thereafter, and
 - (ii) From one hour prior to the end of the agreed bandwidth, will be able to be claimed as 'Travelling time'.
- 11.2 Provided that travelling time will not include any period of travel between 11:00 p.m. on any one day and the start of the employee's bandwidth on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee.
- 11.3 Where organisational requirements prevent an employee taking Time in Lieu for Excess Travelling Time under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award it will be paid out on application.
- 11.4 The accrued time in lieu may be added to the employee's Accrued Flex hours under sub-clause 9.6 to be taken at a mutually convenient time but at all times the nature of the time being accrued i.e. time in lieu or flex time, must be clearly distinguished and recorded by the employee.

12. Irregular Shiftwork

- 12.1 From time to time the Organisation may request an irregular or infrequent shift to be performed during the period Monday to Friday.
- 12.2 Where shift work is irregular or infrequent, the Organisation will pay a shift allowance of 30% on the normal daily rate.
- 12.3 No employee, unless it is part of that employee's normal duties, or by way of mutual agreement, will be required to perform such a shift.
- 12.4 The requirement to work an irregular shift should not, of itself, reduce the need to work overtime on the day concerned. However, employees working an irregular shift will be paid overtime, or may opt to take time off in lieu at overtime rates for any time worked in excess of seven hours. Flex time credits cannot be accrued when working an irregular shift.
- 12.5 An employee will be eligible for an irregular shift allowance if required to commence duty outside of the hours 5:30 a.m. to 10:00 a.m., and the employee is not eligible for a regular shift allowance.

- 12.6 After an employee has worked an irregular shift, the employee must take a break of 10 hours prior to recommencing work. However, if requested by the employer because of special circumstances to recommence work without completing a 10 hour break, overtime will be paid from the time work is recommenced until such a break is taken.

13. Annual Leave Loading

- 13.1 An employee who is eligible for leave loading may elect to:
- (i) be paid their leave loading when they take sufficient leave (i.e. Recreation leave and/or Extended leave together with Flex days and/or public holidays totalling 10 or more week days), or;
 - (ii) defer their payment until the end of the relevant leave year, i.e. 30 November.

Wherever possible, payment will be made on the first pay day after 30 November.

14. Families and Field Work

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

15. After Hours Incident Service (AHIS)

15.1 Arrangements

15.1.1 Suitably qualified and trained employees from the Environment Protection Authority will be required to perform After Hours Incident Service duties. These duties are in addition to their ordinary weekly hours of work.

15.1.2 Details of the operational arrangements and conditions relating to the Environment Protection Authority's After Hours Incident Services are set out in the relevant Procedure Guide as agreed to by the parties.

15.2 Payment

15.2.1 Payments to employees 'rostered on' the AHIS at the date of making this Award will be:

\$504.60	per week allowance - the weekly allowance incorporates the components for "inconvenience" and six incoming calls after/before ordinary hours of work;
\$24.65	for each incoming call above six (6) during a roster - Not limited
\$154.75	per public holiday falling on a weekday; in addition to weekly allowance

Non-rostered employees contacted for advice out of ordinary hours of work will receive:

\$49.75	when contacted after/before ordinary hours of work (refer to sub-clause 9.2)
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15.2.2 The parties acknowledge that the provisions in paragraph 15.2.1 compensate an employee for a reasonable amount of time and work in responding to calls after normal working hours. However, on some occasions responding to a call or calls may require time and work in excess of reasonable expectation, in which case the employee can apply to their Reporting Officer to claim overtime. Each claim will be considered on its merits and an application does not guarantee

approval. Any overtime approved will be paid at a minimum of three (3) hours at overtime rates. Overtime under this clause may not be claimed in addition to being Called-Out (refer to sub-clause 15.3) for the same period.

15.2.3 These allowances will be paid on the basis of claims made by the employee and will not form part of an employee's substantive salary, and therefore do not affect the calculation of leave or superannuation.

15.3 Call-Out

15.3.1 An employee rostered on the AHIS and called out by a person/organisation so authorised by the EPA in order to investigate pollution complaints, surveillance of potential pollution sources, or in other emergency situations outside normal working hours, will be paid a minimum of three (3) hours at overtime rates.

15.3.2 This rate will also apply to subsequent calls, provided that these are attended to after the three (3) hours time frame set by the original call out has elapsed.

15.3.3 Where an employee is called out he/she is entitled to a ten hour rest break before recommencing duty. The ten hour rest period will commence from when the employee finished the last call relating to the call-out or returned home from attending an emergency situation.

15.3.4 Where an employee is directed by management to resume working before completing a ten hour break the employee will be paid at overtime rates for all hours worked, until a ten hour break is taken.

15.3.5 Overtime is not payable when an employee resumes working, of his/her own accord before completing a ten hour break.

16. Out of Hours Disturbance (for After Hours Incident Services) - Supervising Officers

16.1 Supervising Officers who are not rostered on duty on the After Hours Incident Service will receive an allowance of \$47.40 if contacted for advice or assistance in relation to emergency complaints or pressing issues outside normal working hours. Such payment will only be made once in any twenty-four (24) hour period. This allowance is not payable when an employee is Called-Out as in sub-clause 15.3, when overtime rates will apply as contained in that clause.

16.2 The parties acknowledge that the provisions in sub-clause 16.1 compensate an employee for a reasonable amount of time and work in responding to calls after normal working hours. However, on some occasions responding to a call or calls may require time and work in excess of reasonable expectation, in which case the employee can apply to their Reporting Officer to claim overtime. Each claim will be considered on its merits and an application does not guarantee approval. Any overtime approved will be paid at a minimum of three (3) hours at overtime rates. Overtime under this clause may not be claimed in addition to Call-Out provisions (refer to sub-clause 15.3) for the same period.

17. Declared Incidents (NSW National Parks and Wildlife Service)

17.1 From time to time employees may be called upon to assist in the Department's response to a declared incident in the NSW National Parks and Wildlife Service.

17.2 A declared incident is not the same as an after hours incident as per clause 15 of this Award. A declared incident is declared and approved by a NSW NPWS Branch Director or other suitably authorised employee of the NSW National Parks and Wildlife Service and remains in place until such time as the declaration of the incident is lifted.

17.3 Employees with specific skills and expertise may, at the discretion of the Deputy Secretary of the NSW National Parks and Wildlife Service or delegate, be temporarily assigned to work on a declared incident in the NSW NPWS.

17.4 Designated Incident Roles

- (i) Employees temporarily assigned to a designated incident role as contained in clause 29, Table 4, in the NPWS Award are entitled to receive the conditions and remunerations under the Incident Conditions provisions of the Crown Employees (Office of Environment and Heritage - National Parks and Wildlife Service) Conditions of Employment Award, or any successor instrument to that Award.

17.5 Assignment to non-designated incident support roles

17.5.1 In special circumstances an employee may, at the discretion of the Chief Executive or their delegate, be assigned to specific support roles that are not a designated incident role as contained in sub-clause 17.4 but are associated with a declared incident.

17.5.2 Employees assigned to these roles will be paid their normal salary rate for the ordinary hours worked with overtime rates payable beyond the employee's agreed bandwidth for the duration of the declared incident or until they return to normal duties.

18. Study Assistance

18.1 The Organisation will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.

18.2 Employees are entitled to apply for study time and study leave in accordance with the provision of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

18.3 The following costs associated with courses:

- (i) Higher Education Contribution Scheme Help fees; or
- (ii) TAFE compulsory fees; or
- (iii) Compulsory post-graduate fees; or
- (iv) Compulsory full fee paying course fees;

will be reimbursed by the Organisation in accordance with the guidelines following.

18.4 The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and

- (i) is their first qualification as an employee of the Organisation will be: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to the Organisation's operations or needs and is approved as such by the relevant Organisation Head; or
- (ii) is their second or successive qualification as an employee of the Organisation: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to the Organisation's operations or needs and is approved as such by the relevant Organisation Head.

18.5 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of paragraph 18.4(i) or \$12,000 in respect of paragraph 18.4(ii), where other requirements have been met as in sub-clause 18.7 below.

18.6 At the discretion of the Organisation Head and where the Organisation Head determines that it is in the interests of the Organisation, approval may be given for a maximum of eight annual approvals as set out in sub-clause 18.5 above.

- 18.7 To be eligible to receive a refund, an employee must:
- (i) have been employed in the Organisation prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
 - (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- 18.8 Employees who have received prior approval for study assistance for a particular course, or qualification under either the former OEH policies that existed prior to the implementation of this Award, will continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new application for another course of study will be dealt with under the provisions of this Award.
- 18.9 Where there is no break in the continuity of study and given successful completion of approved study under paragraph 18.4(i) any subsequent application for study assistance will be treated as a second application under paragraph 18.4 (ii).
- 18.10 The costs associated with courses as outlined in sub-clauses 18.3(i)-(iv) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties will seek to resolve any increase in the listed amounts in paragraphs 18.4(i) and 18.4(ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

19. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 19.1 The entitlement to salary package in accordance with this clause is available to:
- (i) ongoing full-time and part-time employees;
 - (ii) temporary employees, subject to the Organisation's convenience; and
 - (iii) casual employees, subject to the Organisation's convenience, and limited to salary sacrifice to superannuation in accordance with sub-clause 19.7.
- 19.2 For the purposes of this clause:
- "salary" means the salary or rate of pay prescribed for the employee's classification by sub-clause 6.7 or Part B, Monetary Rates, Schedule 1 - Salaries, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- "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.
- 19.3 By mutual agreement with the Organisation Head, an employee may elect to package a part or all of their post-compulsory deduction salary in order to obtain:
- (i) a benefit or benefits selected from those approved by the Secretary; and
 - (ii) an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 19.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- 19.5 The agreement will be known as a Salary Packaging Agreement.
- 19.6 Except in accordance with sub-clause 19.7, a Salary Packaging Agreement must be recorded in writing and will be for a period of time as mutually agreed between the employee and the Organisation Head at the time of signing the Salary Packaging Agreement.
- 19.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (ii) where the Organisation is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) subject to the Organisation's agreement, paid into another complying superannuation fund.
- 19.8 Where the employee makes an election-to salary sacrifice, the Organisation will pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 19.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*;
- the Organisation 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.
- 19.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in sub-clause 19.9 of this clause, the Organisation 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 Organisation may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 19.11 Where the employee makes an election to salary package:
- (i) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, will be calculated by reference to the rate of pay which would have applied to the employee under sub-clause 6.8 or Schedule 1 of this Award if the Salary Packaging Agreement had not been entered into.
- 19.12 The Secretary may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations will apply to any existing or future Salary Packaging Agreement from date of such variation.

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

20. No Extra Claims

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

21. Union Delegates Rights and Obligations

- 21.1 An employee elected as a Union representative will, upon written notification by the Union to the Organisation, be recognised as an accredited representative of that Union, and will be allowed all reasonable time during working hours to attend to Union business and to consult with management on matters affecting the employees they represent. Such consultations should be arranged for times that are convenient to both parties.
- 21.2 Union delegates will inform their Reporting Officer of the need to absent themselves from their workplace and will arrange a mutually acceptable time to attend to their Union duties.
- 21.3 Accredited union delegates should recognise the need to balance their absence from the job on Union business with the requirements for acceptable work performance.
- 21.4 The Organisation will provide access to the facilities and office equipment needed by union delegates to perform their Union function effectively, thus maximising the mutual advantages of a consultative approach.

22. Industrial Grievance Procedure

22.1 General

- 22.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.
- 22.1.2 The parties agree that whilst the procedures contained in this clause are being followed, there is an expectation that normal work will continue.
- 22.1.3 In seeking a resolution to any industrial dispute or industrial grievance, the Organisation may be represented by an industrial organisation of employers, and the employees of the Organisation may be represented by an industrial organisation of employees.
- 22.1.4 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Organisation Head or delegate.

22.2 Steps to Resolve Industrial Grievances or Disputes

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

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

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

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

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

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

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

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

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

23. Anti-Discrimination

- 23.1 It is the intention of the parties bound by this Award 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.
- 23.2 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 the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 23.3 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.
- 23.4 Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 23.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 23.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

23.7 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."

24. Deduction of Union Membership Fees

- 24.1 The unions party to this Award will provide the Organisation with a schedule setting out union fortnightly membership fees payable by members of each union in accordance with each union's rules.
- 24.2 Each union will advise the Organisation of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable will be provided to the Organisation at least one month in advance of the variation taking effect.
- 24.3 Subject to sub-clauses 24.1 and 24.2 above, the Organisation will deduct union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with the union's rules, provided that the employee has authorised the Organisation to make such deductions.
- 24.4 Monies so deducted from the employee's pay will be forwarded regularly to the respective union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 24.5 Unless other arrangements are agreed by the Organisation and the respective unions, all union membership fees will be deducted on a fortnightly basis.
- 24.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

25. Area, Incidence and Duration

- 25.1 This Award will apply to employees in relevant parts of the Department of Planning, Industry and Environment and the Environment Protection Authority.

This Award will not apply to employees:

- (i) transferred to the Department under Administrative Order of 2 April 2007 and subsequent Orders which established the Department of Environment and Climate Change effective 27 April 2007; or
 - (ii) employed in the Public Service Senior Executive (PSSE); or
 - (iii) employed in the NSW National Parks and Wildlife Service of DPIE including employees whose current conditions and entitlements are determined by the Crown Employees (Department of Planning Industry and Environment - National Parks and Wildlife Service) Field Officers and Skilled Trades Salaries and Conditions 2021 Award or any successor instrument to that Award and employees whose current conditions and entitlements are determined by the NSW National Parks and Wildlife Service Flight Operations Enterprise Agreement 2019 or any successor instrument to that Agreement; and
 - (iv) employed in the Botanic Gardens or the Greater Sydney Parklands.
- 25.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Office of Environment and Heritage and the Environment Protection Authority) General Award 2018 published 21 February 2020 (386 I.G. 674), as varied.
- 25.3 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the

Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 30 November 2021

- 25.4 The Award remains in force until varied or rescinded, the period for which it was made having already expired.
- 25.5 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Award Reviewed 2009, or any successor instrument to that Award, apply to employees covered by this Award.

PART B

MONETARY RATES

Schedule 1 - Salaries

Environment Officers - Department of Planning, Industry and Environment and the Environment Protection Authority	
Classification	2.04 % increase effective from the first full pay period on or after 1.7.2021 Per Annum \$
Class 1	
1	39,098
2	47,233
3	51,843
4	55,013
5	57,447
6	60,580
7	66,942
Class 2	
1	66,942
2	68,910
3	70,738
4	73,380
Class 3	
1	70,738
2	73,380
3	77,050
4	79,369
Class 4	
1	77,050
2	79,369
3	82,666
4	85,913
Class 5	
1	82,666
2	85,913
3	89,194
4	91,939
Class 6	
1	89,194
2	91,939
3	95,516
4	98,419
Class 7	
1	95,516

2	98,419
3	101,396
4	105,532
Class 8	
1	101,396
2	105,532
3	108,841
4	114,396
Class 9	
1	108,841
2	114,396
3	117,684
4	121,247
Class 10	
1	117,684
2	121,247
3	126,084
4	129,780
Class 11	
1	126,084
2	129,780
3	133,665
4	138,953
Class 12	
1	133,665
2	138,953
3	143,615
4	146,698
Class 13	
1	143,615
2	146,698
3	151,563
4	153,830
Class 14	
1	151,563
2	153,830
3	160,955
4	168,085
Class 15	
1	160,955
2	168,085
3	175,212
4	182,333
Other Rates and Allowances Brief Description	
AHIS weekly allowance: Inconvenience and six incoming calls after/before normal working hours	504.60
For each call above six incoming calls in an AHIS roster period; not limited	24.65
Extra per public holiday falling on a weekday	154.75
Out of hours disturbance (AHIS Supervising Officers)	49.75

PART C

MEMORANDUM OF UNDERSTANDING

PARTIES

The parties to this Memorandum of Understanding are:

The Director of Public Employment (Department of Environment and Conservation) ("the Department"); AND

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

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

1. Introduction

1.1. This Memorandum of Understanding reflects the agreement reached between the department and the unions in respect of negotiations throughout 2004, 2005 and 2006 following the amalgamation of the former National Parks and Wildlife Service; the former Resources NSW; the Environment Protection Authority and the Royal Botanic Gardens and Domain Trust, into the Department of Environment and Climate Change.

1.2 This Memorandum will be implemented through two awards -

The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award, and

The Crown Employees (Department of Environment and Conservation) Parks and Wildlife - Conditions of Employment Award.

Both the awards will be consent awards and will have a duration of 3 years commencing from the date the Awards are made by the Industrial Relations Commission of New South Wales.

1.3 The parties agree that the existing Botanic Gardens Awards will be retained with agreed changes implemented by way of a determination or determinations made pursuant to s.130 of the *Public Employment and Management Act 2002*.

1.4 The parties agree to lodge the consent award applications with the Industrial Relations Commission of New South Wales, no later than 1 November 2006.

1.5 The parties also agree that none of the conditions; allowances or any other monetary payments expressed in either of the new awards or this memorandum will come into effect until such time as the new awards have been made. All existing arrangements shall continue until such time as the new awards are operative

1.6 This Memorandum shall have a term commencing from the date the memorandum is signed by the parties until the expiry of the two awards.

1.7 The parties agree that this Memorandum shall also express the agreed position of the parties in respect of a number of issues that have been the subject of negotiation but have not been included in either of the awards.

1.8 The parties agree that both awards and any Botanic Gardens determinations made subject to this Memorandum will include a clause stating that, for the duration of the Awards, there shall be no further claims in respect of conditions of employment; the payment of new allowances or the quantum of existing allowances.

- 1.9 The parties agree that those matters not addressed in this Memorandum or attachments to this Memorandum shall remain as per the existing provisions of the current awards, save for those parts of the award that require amendment to correct dates; titles; spelling; grammar etc.
The parties agree that this Memorandum of Understanding may be relied upon by any party in respect of any proceeding before the Industrial Relations Commission of New South Wales.

2. Matters Agreed - Non-Award

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

vacates the position to which they were transferred or receives an increment that would take them past their previous personal salary.

- (c) The parties agree that in the case of two officers employed in the Threatened Fauna and Ecology Unit, the 5/7 allowance currently paid to these officers will cease but the equivalent amount will be paid by way of a salary adjustment which shall be regarded as a personal salary for as long as the officers concerned continue to occupy their current positions.
 - (d) The parties agree that Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for progression. If such an application is successful, then progression will take place and salary shall be paid as a personal salary to the appropriate point on the PRO salary scale.
- 2.4 Review of Competency Standards for Rangers and Roles of Senior Rangers: (a) The parties agree that the Department shall undertake a
- review of the operation of competency standards as currently applied in respect of rangers.
- review of roles of Senior Rangers.
- (a) The parties agree that these reviews shall be commenced as soon as is practicable after the signing of this Memorandum of Understanding.
- 2.5 Review of Remote Areas Allowance: The parties agree to enter into discussions with a view to updating the Remote Area Allowances. The parties further agree such discussions would commence after the new award arrangements have been implemented but no later than 1 July 2007. The parties also agree that if the parties can reach agreement in respect of the remote areas allowance the relevant award will be varied by consent to reflect the agreed position.

3. Matters Agreed - for Inclusion in the Awards

- 3.1 Study Assistance: the parties agree that both the awards and the BGT determination shall incorporate the agreed position in respect of study assistance. The details of the agreed position are set out in Attachment 1 to this agreement.
- 3.2 Contact with Employees on Parental or Maternity Leave: the parties agree to insert within the Parks and Wildlife Division Award a clause containing the following words: "maintain contact with employees specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses."
- 3.3 Families and Fieldwork: the parties agree that the provisions as set out in clause 36(i);(vi); and (vii) of the Crown Employees (National Parks and Wildlife) Conditions of Employment 2000 Award shall be included within both of the new awards.
- 3.4 Pattern of Hours Worked and Flexitime: (a) the parties agree that a new common provision setting out the pattern of hours and flexitime will be included in both new awards and BGT determination. The new provision shall adopt elements of the system currently in place for Parks and Wildlife Division staff and the system currently in place for EPO staff under the current EPA Award. The parties agree that the details of the provision to be included in the awards are as set out in Attachment 2 to this Memorandum of Understanding;
 - (a) the parties further agree that in DEC (General) Award and in the BGT determination the new provisions shall reflect a Coretime of 10.00 to 15.00 and a Bandwidth of 10.5 hours commencing at 7.30 a.m. and ceasing at 6.00 p.m. The parties agree that core time and bandwidth may be varied only in circumstances where prior approval has been granted for such a variation;
 - (b) the parties further agree that in PWD, consistent with clause 10 Hours of the NPWS Award, (vi) "A roster of hours and days must be set and agreed to in writing 2 weeks before the 4 week roster period starts" appropriate administrative arrangements will be put in place.

- 3.5 Incident Conditions: (a) the Parties Agree to Include Within the New the Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award a Clause which will enable suitably qualified staff to be temporarily assigned to the following specific incident positions as currently defined in the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award.

Incident Controller

Logistics Officer

Planning Officer

Operations Officer

Divisional Commander

Sector Commander

Crew Leader

Crew Member

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

Deputy Incident Controller

Safety officer

Situation Officer

Situation Unit Leader

Resource Officer

Resources Unit Leader

Air Attack Supervisor

Air Operations Manager

Air Base Manager

Air Observer.

- (a) the parties further agree that staff assigned to undertake such roles shall be paid the relevant wage/salary for the position for the period they occupy the position during the incident.
- (b) the parties agree that other staff covered by The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award who are assigned to non-specific incident positions during a defined incident shall be paid their normal salary rate for ordinary hours worked with overtime payable for the time worked beyond the employee's agreed bandwidth
- (c) the parties agree that rates for current specific incident positions shall be adjusted to reflect increases under the Crown Employees (Public Sector Salaries 2021) Award since 1997.

- (d) the parties agree that all designated incident positions (current and additional) shall undergo an evaluation process as soon as is practicable after the commencement of the new award.
- 3.6 After Hours Incident Service: (a) the parties agree that The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award shall incorporate the late call allowance into the weekly allowance that will result in the weekly allowance being \$339.00 per week with an additional amount of \$104.00 for each public holiday that falls on a weekday in a roster week;
- (a) the parties further agree that the out of hours disturbance allowance currently paid to supervising officers will be reviewed as part of the general review of the procedural guidelines governing the operation of the After Hours Incident Service;
- (b) the parties agree that these allowances will be adjusted in line with the Crown Employees (Public Sector Salaries 2004) Award or any successor instrument to this award.
- 3.7 Qualification Requirements: the parties agree to insert a clause within the Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award which states:
- "The parties agree that qualifications are not to be used as barriers to appointment or promotion, however, where appropriate, e.g. for technical competency and legal requirements; position descriptors will include qualifications."

ATTACHMENT 1

DEC General and DEC (PWD) & BGT Determination

Study Assistance

- (i) DEC will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- (ii) Employees are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook 1999 or subsequent revision.
- (iii) The following costs associated with courses -
- Higher Education Contribution Help scheme Fee; or
- TAFE compulsory fees; or
- Compulsory post-graduate fees; or
- Compulsory full fee paying course fees
- will be reimbursed by the Department in accordance with the guidelines following.
- (iv) The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and:
- (a) is their first qualification as an employee of DEC: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General; or
- (b) is their second or successive qualification as an employee of DEC: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General.

- (v) Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of sub-clause (iv)(a) or \$12,000 in respect of sub-clause (iv)(b), where other requirements have been met as in subclause (viii) below.
- (vi) At the discretion of the Director General and where the Director General determines that it is in the interests of the Department, approval may be given for a maximum of eight annual approvals as set out in (v) above.
- (vii) To be eligible to receive a refund, an employee must:
 - (a) have been employed in the Department prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
 - (b) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (c) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- (viii) Staff members who received prior approval for study assistance:
 - (a) under this clause or similar clause/policy of a related entity, and
 - (b) commenced the approved course/subject under the award or policy at the time, and
 - (c) there is no break in the continuity of study and successful completion.

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

ATTACHMENT 2

DEC General as Part of Current EPA Flexitime Clause BGT Determination and DEC (PWD) Clause

Pattern of Hours

- (i) Pattern of hours is the way hours are worked each settlement period; i.e., start/finish times and days of the week for 7-day roster workers.
- (ii) Patterns of hours can be either flexitime, where start/finish times are flexible within the bandwidth; or, determined where start/finish times are set.
 - A. Flexitime
 - (i) Employees are able to take two (2) flexi days off in a settlement period, as long as they have accumulated enough hours to do so.
 - (ii) With prior management approval, employees may accumulate a credit balance of 14-35 hours to enable them to have up to 5 flexi days in a settlement period, to be taken at a mutually convenient time.
 - (iii) Employees who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate

consultation until a reasonable leave balance is established in accordance with the award provisions.

- (iv) Supervisors will have full and open 24 hour access to Employees' time sheet records and records pertaining to an employee flex leave.
- (v) Employees may carry forward to the next settlement period, in accordance with (i) and (ii) above a credit balance of up to 35 hours or a debit balance of 10 hours.
- (vi) Flex leave can be taken at either the beginning or end of a period of leave.
- (vii) Flexi days can be taken as either half days or full days. Time outside the bandwidth will not accrue to flexitime balance.
- (viii) Employees must have prior approval before taking flex leave.
- (ix) On cessation of duty Flexi Credits will be dealt with in accordance with Clause 20 (n) of the Crown Employees (Public Service Conditions of Employment) Award 2002 as varied.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1309)

SERIAL C9344

**CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY, SKILLS AND
REGIONAL DEVELOPMENT) MINE SAFETY AND ENVIRONMENT
OFFICERS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 163642 of 2021)

Before Commissioner Sloan

25 November 2021

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Preamble
3.	Definitions
4.	Parties to the Award
5.	Salaries
6.	Scope of Employment
7.	Assignment of Officers
8.	Progression of Officers
9.	Mine Safety and Environment Committee
10.	Review of Qualifications and Competencies
11.	Qualifications, Competencies and Capabilities - Acquisition and Maintenance
12.	Hours of Duty
13.	Mine Backshift Inspections
14.	Overtime, On Call and Call Out Arrangements
15.	Grading and Evaluation of Roles
16.	Department Induction Seminars
17.	Grievance and Dispute Settling Procedures
18.	Anti-Discrimination
19.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

SCHEDULES

Schedule 1 - Appropriate Qualifications

Schedule 2 - Statutory Requirements, Tertiary Qualifications
and Competency-based Training Programme

PART A

1. Title

This award will be known as the Crown Employees (Department of Regional NSW) Mine Safety and Environment Officers Award.

2. Preamble

This award is made in recognition by the parties of the major structural reform resulting from the implementation of the Mine Safety Review Report tabled in the NSW Parliament on 9 April 1997. The award also recognises:

changes in duties, work practices, responsibilities, accountabilities;

assignment to roles and promotion based on the acquisition of competencies and capabilities;

creation of the classification of Mine Safety Officer;

separation of the work health and safety and environmental functions; and

in establishing rates of pay in this award, regard has been had to the rates of pay applicable to the mining industry,

for officers employed under the award.

This award has been retitled to the Crown Employees (Department of Regional NSW) Mine Safety and Environmental Officers Award following the Administrative Arrangements (Administrative Changes- Regional NSW and Independent Planning Commission) Order 2020 whereby staff in the Department of Planning, Industry and Environment were transferred to the Department of Regional NSW.

3. Definitions

- (i) "Act" means the *Government Sector Employment Act 2013*.
 - (ii) "Appropriate Qualifications" are those qualifications relevant to the classifications under this award, which are:
 - required by officers in order to fulfil the Department's responsibilities under the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines and Petroleum Sites) Act 2013* or any relevant legislation enacted by the NSW Parliament during the term of this award; or
 - from time to time identified and agreed as appropriate by the Secretary, following a review carried out by the Mine Safety and Environment Committee in accordance with clause 10, Review of Qualifications, Competencies and Capabilities; or
 - otherwise recognised for progression purposes by the Secretary, in accordance with subclause (3) of clause 8, Progression of Officers.
- Current qualifications deemed appropriate to be held by officers under this award are set out in Schedule 1.
- (iii) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
 - (iv) "Backshift", for the purpose of this award, is a mine-working shift which either commences or finishes outside the Department's business hours of 8.30 a.m. and 4.30 p.m., Monday to Friday.

- (v) "Committee" means the Mine Safety and Environment Committee comprising the Director, or nominee, two Grade 4 Inspectors and three representatives of the Association or as otherwise comprised by agreement between the Department and the Association with the functions and responsibilities described in clause 9, Mine Safety and Environment Committee.
- (vi) "Department" means the Department of Regional NSW, as specified in Schedule 1, Part 1, of the *Government Sector Employment Act 2013*.
- (vii) "Director" means the Director of Mine Safety Operations.
- (viii) "Industrial Relations Secretary" means the Secretary of the Department of Premier and Cabinet, or as otherwise defined in s49(1) of the *Government Sector Employment Act 2013*.
- (ix) "Inspector" means and includes all persons employed as ongoing full time, ongoing part time or temporary basis under the provisions of the *Government Sector Employment Act 2013* who are assigned to a role of Inspector of Coal Mines, Inspector of Mines (Metalliferous), Electrical Inspectors and Mechanical Inspectors with the Department as described in the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines and Petroleum Sites) Act 2013*, or may be classified as an Inspector or described by a new definition or description resulting from a variation or amendment to the aforesaid Act and Regulation, or by new or other legislation.
- (x) "Job Evaluation" means an accredited system agreed to between the parties, to grade the roles of officers employed under this award.
- (xi) "Mine", for the purposes of this award, is the description contained in the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines and Petroleum Sites) Act 2013*.
- (xii) "Normal Work", for the purposes of clause 17, Grievance and Dispute Settling Procedures, will be work carried out in accordance with the officer's position or role description at the location where the officer was employed at the time the grievance or dispute was notified by the officer.
- (xiii) "Normal Working Hours" are the ordinary hours of work performed in accordance with clause 12, Hours of Duty.
- (xiv) "Officer" means for the purpose of this award, includes all persons ongoing or temporarily employed under the provisions of the *Government Sector Employment Act 2013* who are assigned to roles classified under this award in the Department of Regional NSW.
- (xv) "Public Service" means the Public Service of New South Wales as defined in the *Government Sector Employment Act 2013*.
- (xvi) "Role" means a role assigned to an officer under the provisions of the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014* and the *Government Sector Employment (General) Rules 2014*.
- (xvii) "Salary Rates" means the ordinary-time rate of pay for the officer's grading and includes allowances for work conducted during a mine backshift, and for being on call outside normal working hours for the Grade 2, 3 and 4 officers described in subclause (1) of clause 12, Hours of Duty.
- (xviii) "Secretary" means the Secretary of the Department of Regional NSW.
- (xix) "Service" means continuous service

4. Parties to the Award

The parties to this award are the Industrial Relations Secretary and the Association.

5. Salaries

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

6. Scope of Employment

- (1) Employment will be either on an ongoing full-time, ongoing part-time, ongoing part-time (on part-time leave without pay), or ongoing part-time (with part-time maternity leave) basis. Temporary staff may be employed as Inspectors should the need arise.
- (2) Staff members may be required to undertake the full range of related work activities within the classification, capabilities and grading of their assigned role.

7. Assignment of Officers

An assignment to any role covered by this award will be subject to a staff member satisfying the requirements of the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Government Sector Employment (General) Rules 2014*, *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines and Petroleum Sites) Act 2013*, or as may be otherwise determined or prescribed by legislation enacted by the NSW Parliament, or in accordance with the recommendations of the Mine Safety Review.

8. Progression of Officers

- (1) Progression Between Grades - Progression of officers between each Grade in this award will be on the basis of merit selection, and subject to a vacancy, provided officers meet the qualifications criteria and capabilities listed in Schedule 1 applicable to the Grade to which they are assigned, or as otherwise determined in accordance with paragraph (a) of subclause (3) of this clause.
- (2) Progression Within Grades - Progression of officers within a Grade of this award will be subject to completion of 12 months' satisfactory service and the ability to undertake the capabilities outlined in the role description at each level within a Grade, with the following exceptions:
 - (a) Officers who have completed 12 months' satisfactory service at Grade 1 Level 7 will only progress to Grade 1 Level 8 if they possess the qualifications prescribed in Schedule 1, or have their qualifications, competencies and capabilities accepted for progression from Grade 1 Level 7 to Grade 1 Level 8, in accordance with subclause (2) of clause 10, Review of Qualifications, Competencies and Capabilities.
- (3) Progression of Grade 1 Officers following a Qualifications, Competencies and Capabilities Review-
 - (a) An officer may apply to the Director in writing to request a review of their qualifications, competencies and capabilities for progression from Grade 1 Level 7 to Grade 1 Level 8. Following receipt of the officer's application, the Director will convene a meeting of the Committee established in accordance with clause 9, Mine Safety and Environment Committee, to consider an officer's qualifications, not listed in Schedule 1, or to determine whether an officer possesses the competencies and capabilities described in Schedule 2, and the relevant experience required, for progression to Grade 1 Level 8.
 - (b) The Committee will review the officer's application for progression in accordance with procedures and timeframe established by the Committee, subject to the provisions of the Act in consultation with the officer and make recommendations to the Secretary.
 - (c) The Secretary may approve, or not approve, the Committee's recommendation on an officer's qualifications within 15 working days of receipt of the Committee's report.

The Secretary will provide officers who fail to have their qualifications accepted for progression with written grounds and reasons for the decision within 15 working days of the determination.

- (d) The date of progression for an officer from Grade 1 Level 7 to Grade 1 Level 8, recommended for progression in accordance with this subclause, will be:
 - (i) in accordance with paragraph (a) of subclause (2) of this clause; or
 - (ii) following any lawful order or determination by the Industrial Relations Commission of New South Wales.
- (e) Nothing in this clause will prevent the Secretary progressing any officer(s) from Grade 1 Level 7 to Grade 1 Level 8, who meets any new, varied, amended or otherwise altered qualifications introduced after this award is made, in accordance with legislation enacted by the NSW Parliament.

9. Mine Safety and Environment Committee

- (1) A Mine Safety and Environment Committee will be formed by the parties to this award, with the following functions and responsibilities:
 - (a) The Committee will act as a forum of consultation between the Department and Association, and for:
 - (b) the development of a team structure and team management approach to the organisation of officers' work and the discharge of their responsibilities and capabilities:
 - (i) officers' Performance Development Plan, trialling, review and implementation;
 - (ii) the review of officers' work practices; and
 - (iii) the development, implementation, and ongoing review of training, professional development, competency units and elements, competency curriculum development, competencies acquisition, competency assessment, and competency maintenance programs, considered appropriate for officers employed under this award; and
 - (c) a review of appropriate qualifications, competencies and capabilities for the assignment, progression and promotion of officers employed under this award in accordance with clause 10, Review of Qualifications and Competencies.
- (2) The Committee will meet every month, or as otherwise agreed between the parties to this award, or as otherwise required in accordance with this clause, paragraph (a) of subclause (3) of clause 8, Progression of Officers, or the said clause 10. The business of the meeting will be conducted as follows:
 - (a) The Director, or nominee, will be the Committee chairperson.
 - (b) The Department will provide a person, other than a management representative, to record the Committee's minutes. Minutes will be circulated to Committee members within 10 working days of each meeting.
 - (c) A draft Committee agenda will be circulated at least seven working days, or as otherwise agreed by the Committee, prior to a Committee meeting. Agenda items will be accepted up until two working days prior to a meeting.
 - (d) The Committee will, as far as possible, attempt to reach decisions and resolve outstanding issues by consensus.
 - (e) The Committee may co-opt any other officer employed by the Department or invite any person to assist the Committee in carrying out its functions and responsibilities or to assist in resolving a

grievance or dispute. The Committee will make recommendations to the Secretary arising from its functions and responsibilities.

- (3) If a dispute or grievance between representatives on the Committee remains unresolved, the Association and Department representatives will attempt to resolve a grievance or dispute with the Secretary, and in accordance with clause 17, Grievance and Dispute Settling Procedures.

10. Review of Qualifications and Competencies

- (1) The Committee will review the suitability of existing and future qualifications, competencies and/or capabilities for the assignment and progression of officers employed by the Department.

- (a) The Secretary will receive recommendations agreed to by the Committee before making a decision to:

- (i) vary, amend, or otherwise alter qualifications, competencies or capabilities for officers employed under this award listed in Schedules 1 and 2, respectively; or
- (ii) identify new competency requirements for any group of officers employed under this award; and

all such matters will be determined within three calendar months, or as otherwise agreed to by the Committee.

- (2) The Committee will also make recommendations to the Secretary:

- (a) to recognise, or not recognise, an officer's qualifications, competencies or capability for progression from Grade 1 Level 7 to Grade 1 Level 8, following a review of the officer's qualifications, competencies or capabilities in accordance with the provisions of paragraph (a) of subclause (3) of clause 8, Progression of Officers; and
- (b) on resolving any difficulty, grievance, dispute or special circumstances related to the acquisition or maintenance of qualifications, competencies or capabilities by any officer employed under this award.

11. Qualifications, Competencies and Capabilities - Acquisition and Maintenance

- (1) The Secretary will, subject to the provisions of the Act and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced, be responsible for providing suitable study leave arrangements for officers to either acquire qualifications prescribed in Schedule 1, or determined by the Committee in accordance with clause 10, Review of Qualifications, Competencies and Capabilities, for:

- (a) an officer's progression, within a grade, in accordance with paragraph (a) of subclause (2) or paragraph (a) of subclause (3) of clause 8, Progression of Officers; or
- (b) an officer to be eligible for promotion to a higher grade.

- (2) The Secretary will grant paid study leave necessary for officers to maintain any qualifications, competencies or capabilities for the officers to comply with any legislative requirement imposed on an officer in the *Government Sector Employment Act 2013*, *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines and Petroleum Sites) Act 2013* or any new legislation related to the officers regulating either safety and/or environmental standards at mine sites in NSW, or work health and safety for persons employed in the mining industry in NSW.

- (3) An officer who has not acquired, or maintained, competencies or capabilities which are required in Schedule 2, through circumstances beyond their control, will continue to be employed at the same Grade and Level, and have their service recognised, for a maximum of 12 months.

12. Hours of Duty

- (1) All officers employed full-time under this award, occupying a Grade 2, 3 or 4 role, other than officers who occupy a role as Grade 2, Inspector (Environment), will be required to work 35 hours between Monday and Sunday of any week, unless otherwise directed, or required to work additional hours in accordance with clause 14, Overtime, On Call and Call Out Arrangements. These provisions also apply to the grades and classifications of officers described in subclause (2) who are assigned to an above level assignment role.
- (2) All officers employed full-time under this award who occupy a Grade 1 role, or, a Grade 2 role, classified as Inspector (Environment), will be required to work 35 hours during the Department's normal business hours, Monday to Friday. Officers, with the approval of the Director, may work either standard hours or under the flexible working hours agreement applicable to the Department.
- (3) The Secretary may permit any officer employed under the provisions of subclause (1) of clause 6, Scope of Employment, who enters into an ongoing part-time work agreement with the Department to vary the hours of work on any day, alter the days or number of days during a week, in which the officer previously carried out full-time work or was normally on duty, and alter any other work arrangement pursuant to clause 13, Mine Backshift Inspections, and/or subclauses (1) or (4) of clause 14, Overtime, On Call and Call Out Arrangements.

13. Mine Backshift Inspections

- (1)
 - (a) All officers whose hours of duty are prescribed in accordance with subclause (1) of clause 12, Hours of Duty, who are required to carry out an inspection of a mine, may be required to conduct 25 per cent of their total number of inspections in a calendar year, during the operation of a backshift at a mine, on any day a mine backshift is operating.
 - (b) All officers whose hours of duty are prescribed in accordance with subclause (2) of the said clause 12 may be directed, or rostered, to carry out an inspection of a mine during the operation of a mine backshift.
- (2) An officer whose hours of duty are prescribed in subclause (1) of clause 12, who carries out inspections of a mine during the operation of a mine backshift at any time outside the Department's normal business hours, will not be required to be on duty, either at a mine or at the officer's headquarters, after completing seven hours of duty on any day between 12.00 midnight Sunday and 12 midnight Friday, inclusive, unless otherwise directed by a senior officer or other person, or they are otherwise required to meet a provision of the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines and Petroleum Sites) Act 2013*.
 - (a) The time required for the officer to carry out an inspection of a mine during the operation of a mine backshift on any Saturday, Sunday or public holiday will count as part of the officer's hours of duty performed in accordance with subclause (1) of clause 12.
 - (b) All time during which an officer is directed to carry out inspections at a mine during a backshift, in accordance with paragraphs (a) and (b) of subclause (1) of this clause, in excess of the 25 per cent of the officer's total number of inspections occurring in any calendar year, will be calculated in accordance with paragraph (ii) of subclause (2) of clause 14, Overtime, On Call and Call Out Arrangements.

14. Overtime, on Call and Call Out Arrangements

- (1) All officers assigned to, or are assigned temporarily in, Grades 2, 3 and 4 roles, other than Grade 2 Inspector (Environment), who are required to carry out inspections or investigations at mines, are required to be available to be contacted outside the Department's normal business hours to ensure that the provisions of the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines and*

Petroleum Sites) Act 2013, are met, unless unavailable due to any form of approved leave, approved Departmental activity or agreed ongoing part-time work arrangement.

- (2) An officer, as described in subclause (1) of this clause, who is either directed or required by a senior officer with the delegated authority of the Department, or requested by another person with the delegated authority, to inspect mines, carry out investigations at mines or deal with any matter pursuant to the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines and Petroleum Sites) Act 2013* other than in accordance with clause 13, Mine Backshift Inspections, will be compensated with time off in lieu provisions in accordance with subclause (3) of this clause for overtime where the officer is directed or required to work on a Saturday, Sunday, public holiday or outside the Department's normal business hours.

Overtime will be calculated from the time the officer leaves their normal place of residence, any other place where the officer has finished work on a normal working day, or place where the officer is contacted outside the Department's normal business hours, and will be calculated to the nearest quarter hour; and

- (a) overtime for an officer in accordance with the said subclause (1) will finish at the time the officer returns to their normal place of residence, or other place where the officer commenced work, outside the Department's normal business hours; or
- (b) all time during which an officer is directed to work in excess of ten hours on a normal working day, or in excess of 35 hours in a normal working week will be calculated as overtime.
- (3) An officer may accumulate time in lieu entitlements worked in accordance with this clause and exhaust time in lieu entitlements separately or, with any period of recreation or extended leave subject to Department approval. An officer will make every reasonable effort to exhaust accumulated leave in lieu entitlements progressively. Officers may also be directed to exhaust any accumulated entitlement at a time that is convenient to the Department.

The Department will require an officer to exhaust any outstanding leave in lieu entitlement following notice of resignation or retirement, and prior to the resignation or retirement of the officer.

- (4) The Secretary may remunerate any officer whose overtime arrangements are prescribed in subclause (2) of this clause for all, or part of, overtime worked in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced if it is mutually agreed between the officer and the Secretary. For all other purposes, other than the provisions stated in subclauses (2) and (3) of this clause, the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced will continue to apply to officers described in subclause (1) of this clause.
- (5) All officers whose hours of duty are prescribed in subclause (2) of clause 12, who are either required or directed or rostered to carry out an inspection of a mine during the operation of a mine backshift, or otherwise directed to work overtime, will be subject to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 for all overtime worked, to meet the test case standards in regard to reasonable hours. All officers who elect to be compensated by time in lieu may accumulate and exhaust entitlements in accordance with subclause (3) of this clause.

15. Grading and Evaluation of Roles

Roles classified as under this award will be graded in accordance with the accredited Job Evaluation methodology and to meet the requirements of the NSW Government Sector Capability Framework as agreed by the Secretary and the Association.

16. Department Induction Seminars

The Department will give the Association a minimum of two weeks written notice of proposed induction seminars for new officers.

The Department will allocate an agreed period of time during induction seminars for a member of the Association's Departmental Committee, or an officer of the Association, to address officers on the Association's role as an industrial organisation of employees and distribute Association membership forms and publications relating to membership benefits and services.

17. Grievance and Dispute Settling Procedures

- (1) All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (2) An officer 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.
- (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 officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Secretary or delegate.
- (4) The immediate manager, or other appropriate officer, will convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate manager, the officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two (2) working days, or as soon as practicable. The officer may pursue the sequence of reference to successive levels of management until the matter is referred to the Secretary.
- (6) The Secretary may refer the matter to the Industrial Relations Secretary for consideration.
- (7) If the matter remains unresolved, the Secretary will provide a written response to the officer 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.
- (8) An officer, at any stage, may request to be represented by the Association.
- (9) The officer or the Association on their behalf, or the Secretary may refer the matter to the Industrial Relations Commission of NSW if the matter is unresolved following the use of these procedures.
- (10) The officer, Association, Department and Industrial Relations Secretary will agree to be bound by any order or determination by the Industrial Relations Commission of NSW in relation to the dispute.
- (11) Whilst the procedures outlined in subclauses (1) to (10) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any officer or member of the public.

18. 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, transgender identity, marital or domestic status, disability, responsibilities as a carer, homosexuality, HIV/AIDS infected or 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 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 legislation referred to in this clause.
 - (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

19. Area, Incidence and Duration

- (1) This award will apply to all the classifications as defined herein.
- (2) The Officers regulated by this award will be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, the *Government Sector Employment (General) Rules 2014*, *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2021) Award*; or any awards replacing these awards.
- (3) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of the New South Wales on 28 April 1999 (310 I.G. 359) takes effect on and from 25 November 2021.
- (4) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

The salaries set out below, will apply on the first full pay period on or after 1 July 2021, in accordance with the provisions of the *Crown Employees (Public Sector - Salaries 2018) Award* be paid to officers assigned to the roles specified.

Classification		Common Salary Point	1.7.2021 2.04% Per year \$
Inspector Grade 1 - Mine Safety Officer Inspector (Information and Analysis) Inspector (Mining) Inspector (Environment)	Level 1	50	68,910
	Level 2	57	73,393
	Level 3	63	77,979
	Level 4	69	82,690
	Level 5	75	87,493
	Level 6	80	91,964
	Level 7	92	103,351
	Level 8	102	114,428
	Level 9	112	126,120
Inspector Grade 2 - Inspector (Review, Enforcement and Systems) Mine Safety Officer Inspector (Mining) Inspector (Environment)	Level 1	-	143,591
	Level 2	-	148,417
	Level 3	-	153,137
	Level 4	-	156,989
	Level 5	-	162,212
	Level 6	-	166,203
Inspector Grade 3 - Inspector (Management and/or Systems) Inspector (Mining) Inspector (Environment)	Level 1	-	183,210
	Level 2	-	189,996
	Level 3	-	197,412
	Level 4	-	204,723
	Level 5	-	212,037
Inspector Grade 4 - Regional Manager Grade 4 Deputy Chief Inspector Grade 4	Level 1	-	214,907
	Level 2	-	222,871

SCHEDULE 1

APPROPRIATE QUALIFICATIONS

The following qualifications apply for the purpose of employment of officers under this award, unless otherwise varied, in accordance with clause 10, Review of Qualifications, Competencies and Capabilities, or by legislation enacted by the New South Wales Parliament:

- (1) the qualifications for inspector prescribed in the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines and Petroleum Sites) Act 2013*; or
- (2) an appropriate degree, diploma or associate diploma which is relevant to the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines and Petroleum Sites) Act 2013*, granted by a recognised university or other tertiary institution.
- (3) the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, and the *Government Sector Employment (General) Rules 2014*.
- (4) the Capabilities as provided for in the *Government Sector Capabilities Framework* as outlined in a staff member's role description.

SCHEDULE 2

STATUTORY REQUIREMENTS, TERTIARY QUALIFICATIONS AND COMPETENCY-BASED TRAINING PROGRAMME

- (a) Statutory Requirements - As determined by the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines and Petroleum Sites) Act 2013* and the *Government Sector Employment Act 2013* listed in Schedule 1, or in accordance with further relevant legislation as enacted by the NSW Parliament as a requirement for assignment or progression of an officer in accordance with clause 7, Assignment of Officers, subclause (1) of clause 8, Progression of Officers, or may be otherwise recognised for progression in accordance with subclause (3) of the said clause 8.
- (b) Tertiary Qualifications - Qualifications obtained at a university or tertiary institution listed in Schedule 1, or which is otherwise recognised for progression purposes in accordance with subclause (3) of clause 8.
- (c) Demonstrate the ability to undertake the Capabilities provided for in a staff member's role description as outlined in the Government Sector Capabilities Framework, listed on Schedule 1.
- (d) Competency-based Training Programme - Competency Units and Elements - The Department's training programme is designed for officers to progressively acquire competencies during their progression within a Grade with the aim to make each officer competent to progressively perform the full range of duties and responsibilities relevant to their Grade and be competent and eligible for promotion to a higher Grade, subject to subclause (1) of clause 8.

The competency-based training programme for each Grade and Level within a Grade is based on the competency units and elements in this subclause, and has been developed in accordance with clause 9, Mine Safety and Environment Committee. An officer's competency-based training programme for a year will be included in their annual Performance Development Plan. The officer must be capable of demonstrating that they can effectively use all the competencies relevant to their Grade by the time the officer has completed 12 months' service at the last Level of each Grade. All competencies described for each Grade in this subclause are relevant to the Grade.

The competency elements and units which constitute the competency-based training programme for each Grade of Mines Inspectors (M) and Environment Inspectors (E) covered by this award, are listed as follows:

- (i) Gathering and analysing information - Grades 1, 2, 3 and 4 (M and E) - Identify, gather and analyse relevant information and draw logical conclusions.

Competency elements:

build co-operative working relationships with industry;

identify actual and potential deficiencies in site work health and safety management/environmental degradation;

accurately collate data from field observations;

prepare clear and concise written reports, which include conclusions and recommendations.

- (ii) Enforcement - Grades 1, 2, 3 and 4 (M and E) - The competencies for this element are abilities to police and utilise the legislative and statutory provisions, when required, to explain to all persons employed at a mine the employer and employee responsibilities under these provisions, and to prosecute any employer, employee or other person at a mine whom the officer has reason to believe has committed an offence under the legislation and/or statutory provisions.

Competency elements:

detailed understanding of the Department and an officer's statutory requirements and responsibilities;

written and verbal communication skills to be able to communicate requirements and suggest solutions;

knowledge and skills to assist Department legal officers, or counsel, to prosecute a matter before a Court;

interpret legislation into "user friendly" language.

- (iii) Safety Management Systems Reviews - Grades 2, 3 and 4 (M) - Skills, knowledge and experience to conduct high level reviews of management systems for comprehensive mine safety systems. The term "review", in this instance, relates to audit, analysis, critique and correction.

Competency elements:

build and maintain co-operative working relationships with mining industry management at a senior level;

interpersonal and technical knowledge and skills to advise, guide and lead junior officers and employers and employees engaged in the mining industry;

effectively plan, anticipate and identify issues, opportunities, implications and solutions;

use personal initiative and knowledge, skills and experience to advise mine management and mine employees on implementing solutions;

can successfully assess and analyse the design, development, management, control, documentation and communication of work practices, policies, programmes, procedures, training and resourcing;

effectively review progress of projects against planned and statutory obligations for work health and safety, provide a clear and concise analysis of the findings and implement corrective strategies with mine management and employees;

successfully audit operational safety monitoring systems, provide a clear and concise analysis of the findings and implement corrective strategies;

identify, monitor and acknowledge sustained improvements in mine site safety and work practices.

- (iv) Audit and Assessment Training (Safety/Environment) - Grades 2, 3 and 4 (M and E) - Successful completion of an Audit and Assessment Course, approved by the Mine Safety and Environment Committee, conducted by an external body.

Competency elements:

satisfactory completion of a course with an emphasis on safety management systems.

- (v) Field Exercise - Grades 2 and 3 (M) - Completion of a safety management systems review, approved by the Mine Safety and Environment Committee, conducted at a mine site and assessed in accordance with Schedule 3.

Competency elements:

successfully review, assess and analyse an approved safety management system under implementation at a mine site and document corrective strategies.

- (vi) Integrated Management Systems Analysis - Grades 2, 3 and 4 (M and E) - Knowledge, experience and skill required to investigate, analyse, judge and redirect integrated management systems influencing or acted upon by industry and legislative external factors, which may include work health and safety considerations.

Competency elements:

work with industry management at a senior level;
use interpersonal and technical knowledge and skills to advise, guide and lead junior officers, mine management and employees;

effectively plan, anticipate and identify issues, opportunities, implications and solutions, use personal initiative and knowledge, skills and experience to implement solutions;

successfully assess and analyse the design, development, management, control, documentation and communication of work practices, policies, programmes, procedures, training and resourcing;

effectively review progress of projects against planned and statutory obligations covering environmental issues at mine sites, provide a clear and concise analysis of the findings and implement corrective strategies;

successfully audit operational environmental monitoring systems, provide a clear and concise analysis of the findings and assist mine management and employees to implement corrective strategies;

identify, monitor and acknowledge sustained improvements in environmental performance and mining practices;

knowledge of emergency safety procedures and operations in a mine.

- (vii) Understanding of Safety Management Systems - Grades 1 to 4 (E) - Demonstrated Knowledge and Understanding of the Role of the Department's Inspection and Support Services and the Safety Management System Review Process.

Competency element:

knowledge and understanding of mining work health and safety issues, how improvements are influenced and achieved by Inspectorate initiatives, and how work health and safety programmes relate to other Department programmes.

- (viii) Management Requirements Grades 3 and 4 (M and E) - An officer will be required to exhibit the knowledge, experience and skills required to successfully pursue the implementation of best practice by the mining industry in work health and safety, environmental protection and resource management.

Competency elements:

can take responsibility and be accountable for decisions;

successful promotion of the Department and enhance its credibility with stakeholders;

persuade others on major issues and encourage and manage debates with stakeholders.

effectively delegate responsibility, empower other officers and build co-operative working relationships;

experience and knowledge to actively contribute to the training and skills acquisition of junior officers, and professional development;

inspire team cohesion and maintain good morale and motivation of individual officers and teams;

communicate to junior officers and the industry the Department's direction and purpose, and the ability to sponsor and direct major initiatives;

maintain focus in reviewing progress of Department or industry initiatives;

develop, or adapt to and communicate on, changes of policy or new strategies, methods or initiatives which identify new solutions or contribute to continuous improvement in resolving mine work health and safety or environmental issues;

knowledge, experience and understanding of Department management practices and their application;

apply objective judgement in balancing potential industry gains with potential industry risks;

communication skills to liaise, communicate and negotiate with all stakeholders to achieve effective outcomes;

understanding and knowledge to apply Public Service procedures, protocols and requirements to junior officers and other stakeholders.

(ix) Advanced Team Leadership Training (Grade 3 M and E) -

Competency element:

Officers will have attended and successfully completed an externally conducted Advanced Team Leadership Course, approved by the Mine Safety and Environment Committee.

(x) Mine Safety Management Systems Abilities - Grade 2 (M) - Officers will have to demonstrate a high level of knowledge and understanding of the operation and function of the Department's inspection and support services and the safety management system review process, and further demonstrate knowledge and understanding in industrial safety management systems generally.

Competency elements:

high level of knowledge and understanding of mining work health and safety Issues, and how improvements can be either influenced or achieved by the Department's Inspectorate;

comprehensive knowledge and experience in industrial safety management systems;

attendance at a combination of internal and external training courses in relation to safety management systems.

(xi) Major Project Capabilities - (Grade 3 M and E) - Skills required to design, implement, manage and successfully conclude a project which has significant impact on the mining industry, or the operations of the Department's Mine Safety and Environment Division.

Competency elements:

effectively design a complex project using technical skills and experience;

modify the project design to suit alternative suggestions without compromising the project;

accept full management responsibility for the project;

develop and maintain an efficient programme of work;

implement and maintain best practice work health and safety/environmental standards;

maintain probity and complete the project;

achieve project completion within set timeframe and budget parameters.

D. SLOAN, *Commissioner*

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(1773)

SERIAL C9347

**CROWN EMPLOYEES (NSW DEPARTMENT OF FINANCE,
SERVICES AND INNOVATION - GRAPHIC SERVICE OPERATORS)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 120493 of 2021)

Before Commissioner Sloan

13 September 2021

REVIEWED AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Parties
3.	Title of Award
4.	Intention
5.	General Employment Conditions
5.1	Hours of Work
5.2	Shift Transfer
5.3	Ten-hour Shift - Conditions
5.4	Accrual of Hours for Paid Leave
5.5	Classification Title and Description
5.6	Job Evaluations - Position Descriptions
5.7	Employment Security
5.8	Training Education and Skills Level Progression
5.9	Anti-Discrimination
5A.	School Based Apprentices
6.	Wages and Allowances
6.1	Remuneration
6.2	Allowances
6.3	Overtime
6.4	Deduction of Union Membership Fees
7.	Leave
7.1	Leave Conditions (General)
7.2	Family and Community Service Leave, Personal/Carer's Leave, Parental Leave
7.3	Leave Loading
7.4	Trade Union Training Leave
8.	Consultation, Grievance Procedures
8.1	Employee Representative Body
8.2	Ongoing Award Review
8.3	Introduction of Change
8.4	Dispute or Grievance Handling Procedures
9.	Safety
9.1	Occupational Health and Safety
9.2	Protective Clothing
10.	Declaration

11. Savings of Rights
12. Area, Incidence and Duration

Schedule A

PART B

MONETARY RATES

Table 1 - Rates of Pay

Appendix 1 - Graphic Service Operator Class 2 Multi-Skilling Training Programme

Appendix 2 - Graphic Service Operator Class 1 Multi-Skilling Training Programme

Appendix 3 - Graphic Service Operator Shift Supervisor Training Programme

Appendix 4 - Premier's Memoranda 88-40 / 91-23 / 96-17 and 97-24

Appendix 5 - Graphic Service Operator Ten-Hour Shift Roster Detail Form

1. Definitions

"Employee" means and includes all persons employed by the Department of Customer Service in one of the classifications listed in Part B, Monetary Rates, Table 1 - Rates of Pay of this Award and are assigned to a Graphic Service Operators role but does not include any person who resigned or whose services were terminated prior to the commencement of this award.

"Industrial Relations Secretary" means the employer for industrial purposes, as established under section 50 of the *Government Sector Employment Act 2013*.

"Department" means the NSW Department of Customer Service as specified in Schedule 1 of the *Government Sector Employment Act 2013*.

"Unions" means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch (AMWU) and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

"Graphic Service Operator" means an employee who is employed for the major purpose of operating printing machines (including film printing machines), photo typesetting, graphic reproduction, book-binding, graphic design, large format camera operation, contact printing, enlarging and film print development.

"Quality Management" (QM) means the philosophy that involves employees at all levels taking responsibility for the continuous improvement of all processes, products and services of the organisation.

"Work Team" means a committee consisting of the Manager, Graphic Services; the Shift Supervisor of the relevant production area and the employee representative from the relevant production area.

"Consent Award Committee" means a committee consisting of: the Manager, Production and Business Development; the Manager, Human Resource Services; the Manager, Graphic Services; the AMWU Delegates and the elected representative of the PSA, AMWU and /or PSA Industrial Officers as required.

"TAFE NSW" means the New South Wales TAFE Commission.

"Secretary" means the Secretary of the NSW Department of Customer Service.

2. Parties

This award is made pursuant to the provisions of the *Industrial Relations Act* 1996, between the Industrial Relations Secretary, the Department, the AMWU and the PSA.

3. Title of Award

The title of this award is the Crown Employees (NSW Department of Customer Service - Graphic Service Operators) Award.

4. Intention

The purpose of this award is to regulate the terms and conditions of employment of Graphic Service Operators employed in the Department.

Schedule A specifies the award provisions that this award replaces.

4.1 Objectives of Award

This award reflects a change in the traditional Management/Union relationship. It has been developed through a process of consultation and participation with all parties and reflects the ongoing commitment to making the Graphic Services branch of the Department a fully competitive operational enterprise in an open market place.

This award has at its core the movement from a control to a commitment-driven organisation. Employees covered by the award will attain greater skill flexibility and access to a career path. They will have greater participation in decision-making and involvement in matters that have an impact on their working environment. This will mean greater control over their work priorities, structure and outputs and the acceptance of greater responsibility and accountability. These changes will lead to increased productivity.

This award encompasses the values and principles of Quality Management (QM) and represents a new mode of working within the Department.

4.2 Quality Assurance

The aim of the Quality Assurance commitment is to constantly reassess our working procedures and production processes so that the best possible customer service can be delivered, and the highest product quality achieved in our existing environment.

In achieving these goals, the Management of the Department and employees covered by this award are committed to the principles of Quality Management. The primary focus of this commitment is the ongoing compliance of the Graphic Services component of Land and Property's Quality System certified to the Australian Standard for quality assurance in design, development, production, installation and servicing AS/NZS 9001:2000.

5. General Employment Conditions

5.1 Hours of Work

1. The ordinary working hours are 38 hours per week and not exceed eight and three quarter hours per day. Except where provided for elsewhere in this award, the maximum hours to be worked in any one week are not to exceed 40 hours with the additional two hours per week being cumulative over a four-week period to provide the employee with one rostered day off (RDO) every four weeks. Rostered days off are to be taken with the mutual consent of both the Department through the Manager, Graphic Services and employees and may be accumulated to a maximum of five rostered days off.

2. Each day of paid leave taken and any public holidays occurring during any cycle of four weeks is to be regarded as a day worked for accrual purposes, with the exception of extended leave and sick leave-workers' compensation, which is to be paid as follows.
3. Where the employee is absent on extended leave and/or sick leave-workers' compensation for the whole of one or more cycle of four weeks, the time involved is not to be regarded as accruing 0.4 of one hour for each day of paid absence.
4. Where the employee is absent on extended leave and/or sick leave-workers' compensation during the cycle of four weeks and returns to work prior to or on the rostered day off, the time involved during the current cycle is to be regarded as accruing 0.4 of one hour for each day of paid absence.
5. No period of work is to exceed five hours without a break for meals. The minimum time for a meal break is to be 30 minutes with a maximum of one hour. A paid morning and afternoon tea break of not more than ten minutes' duration on each occasion is to be allowed for each individual employee, at a time to be arranged by the Department.
6. For the purposes of this award, ten-hour shifts are permitted subject to the provisions set out in this award.

"Day shift" means any shift requiring work to be performed between the hours of 6.00 a.m. and 6.00 p.m.

"Afternoon shift" means any shift finishing after 6.00 p.m. and at or before 12.45 a.m.

"Night shift" means any shift finishing after 12.45 a.m. and or before 10.00 a.m.

5.2 Shift Transfer

An employee who is transferred from any shift to any other shift is to be allowed a ten-hour break between the finishing of the last shift and the commencement of the new rostered shift. Transferring an employee from day shift to night shift or vice versa more than once in a working week is not permitted.

5.3 Ten-hour Shifts - Conditions

General

1. The ordinary working hours is 38 hours per week and, subject to exceptions, not to exceed ten and a half hours per day. The maximum ordinary hours worked in any one week is not exceed 40 hours with the additional two hours per week being cumulative over a five-week period.
2. Rostered days off are to be taken with the mutual consent of both the Department through the Manager, Graphic Services Branch and/or the relevant work team and may be accumulated to a maximum of five rostered days off.
3. Ordinary working hours will only change to ten-hour shift conditions when sufficient work is available and the change is approved by the Manager, Graphic Services

5.4 Ten - hour Shifts - Accrual of Hours for Paid Leave and Roster Arrangements

1. Sick Leave

For each day of paid sick leave taken, eight or ten hours (depending on mode of operation) is to be credited to the employee towards the minimum weekly requirements of 38 hours.

Where sick leave is taken in any cycle of one week, the total hours worked and the hours deemed to be as sick leave will in total add up to a minimum of 38 hours. Where the employee seeks to

accumulate an additional two hours towards a rostered day off, then 40 hours must be deemed to have been worked.

2. Public Holidays

Public holiday entitlements for employees on ten-hour shifts are to be the same as if the employee was rostered to work an eight-hour five-day (Monday to Friday) roster.

Where a public holiday occurs during any cycle of one week, it will be recorded as eight or ten hours worked towards the minimum weekly requirement of 38 hours (depending on the mode of operation).

3. Recreation Leave

Recreation leave is allocated on the basis that one day of recreation leave is to be recorded as eight or ten hours worked towards the minimum weekly requirement of 38 hours (depending on the mode of operation).

The Recreation leave entitlement is from clause 77 in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

4. Extended Leave and Sick Leave

Each day of paid extended leave and sick leave will be recorded as eight hours worked.

Where the employee is absent on extended leave and/or sick leave for the whole of one or more cycle of five weeks, the time involved will not be regarded as accruing 0.5 of one hour for each eight hours of paid absence.

Where the employee is absent on extended leave and/or sick leave during the cycle of five weeks and returns to work prior to or on the rostered day off, the time involved during the current cycle is to be regarded as accruing 0.5 of one hour for each eight hours of paid absence.

5. Meal Breaks

No period of work is to exceed five hours without a break for meals. The minimum time for a meal break is to be 30 minutes with a maximum of one hour. A paid morning and afternoon tea break of not more than ten minutes' duration on each occasion is to be allowed for each individual employee, at a time to be arranged by the Department.

6. Implementation and Alteration to Rosters

All ten-hour rosters, identifying the names of staff and the times and days of the week to be worked, will be documented (in triplicate) on form AD GS FORM 001. The roster is to be approved a minimum of one week prior to the implementation date. Copies of the roster are to be distributed and held as follows:

Pink copy - Retained in the "Ten-hour Roster Book" and held by the Manager, Graphic Services

Green copy - Appropriate work team

Original - Appropriate Shift Supervisor

All sets of triplicate AD GS FORMS are to be consecutively numbered with only one ten-hour roster book in circulation at any given time. The ten-hour roster book is to be controlled at all times by the Manager Graphic Services.

The approval of a ten-hour roster is to be conditional on the Manager, Graphic Services, the relevant Shift Supervisor and a representative of the appropriate work team authorising and signing the ten-hour shift roster form.

7. Duration of Rosters

Each approved ten-hour roster is to be for a minimum period of one week. The period of the roster is to be recorded on the ten-hour shift roster form.

8. Alteration/Termination of Roster

Where exceptional circumstances can be proven, the Manager, Graphic Services, appropriate Shift Supervisor and work team may agree to extend or terminate the roster. The reasons for alteration to an approved roster is to be recorded.

9. Employee Transfer from or to Existing Ten-Hour Roster

An employee may only transfer from or to a ten-hour roster after approval has been obtained from the Manager, Graphic Services, appropriate Shift Supervisor and the relevant work team roster transfers are to be recorded.

5.5 Classification Title and Description

1. Classification Title

All work performed in the Department's Graphic Services Branch Bathurst site will be covered by the following classifications:

Indentured Apprentices and Trainees

Graphic Service Operator Class 2

Graphic Service Operator Class 1

Graphic Service Operator - Shift Supervisor.

2. Classification Description

Graphic Service Operator Class 2

An operator will be classified as Class 2 if they are not in receipt of one of the following certificates:

TAFE NSW Trade Certificate for Printing & Graphic Arts (Printing) ICP30510

TAFE NSW Trade Certificate for Printing & Graphic Arts (Print Finishing) ICP30710

TAFE NSW Trade Certificate for Printing & Graphic Arts (Graphic Pre Press) ICP30210

TAFE NSW Computer Design Certificate Course for Graphic Artist (or higher)

TAFE NSW Associate Diploma in Photography or equivalent

Completion of the Graphic Service Operator Class 2 Competency-based Training Program (TAFE NSW verified).

Relevant Australian Qualifications Framework (AQF) Certificate III or higher

A recognised "Certificate of Competency" in one of the above or a similar discipline from an interstate or overseas institution.

There will be a four-level career structure for all employees covered by this classification. Progression through the career path will depend on gaining additional skills as set out in Appendix 1- Graphic Service Operator Class 2 Multi-skilling Training Programme.

Upon successful completion of the Graphic Services Operator Class 2 Competency-based Training Program, an operator may be eligible to advance to Class 1 status.

3. Graphic Service Operator Class 1

An operator will be classified as Class 1 if they possess one of the following certificates:

TAFE NSW Trade Certificate for Printing & Graphic Arts (Printing) ICP30510

TAFE NSW Trade Certificate for Printing & Graphic Arts (Print Finishing) ICP30710

TAFE NSW Trade Certificate for Printing & Graphic Arts (Graphic Pre Press) ICP30210

TAFE NSW Computer Design Certificate Course for Graphic Artist (or higher)

TAFE NSW Associate Diploma in Photography or equivalent

Completion of the Graphic Service Operator Class 2 Competency-based Training Program (TAFE NSW verified)

Relevant Australian Qualifications Framework Certificate III or higher.

A recognised "Certificate of Competency" in one of the above or a similar discipline from an interstate or overseas institution.

There will be a six-level career structure for all employees covered by this classification. Progression through the career path will be dependent on gaining of additional skills as set out in Appendix 2 - Graphic Service Operator Class 1 Multi-skilling Training Programme.

4. Graphic Service Operator - Shift Supervisor

The Shift Supervisor positions are gained through successful appointment through a merit-based process within the Department of Finance, Services and Innovation, Graphic Services Bathurst site. They are trade-based and open to people who possess one or more of the following qualifications:

TAFE NSW Trade Certificate for Printing & Graphic Arts (Printing) ICP30510

TAFE NSW Trade Certificate for Printing & Graphic Arts (Print Finishing) ICP30710

TAFE NSW Trade Certificate for Printing & Graphic Arts (Graphic Pre Press) ICP30210

TAFE NSW Computer Design Certificate Course for Graphic Artist (or higher)

TAFE NSW Associate Diploma in Photography or equivalent

Completion of the Graphic Service Operator Class 2 Competency Based Training Program (TAFE NSW verified)

Relevant Australian Qualifications Framework Certificate III or higher

Equivalent qualifications

5.6 Job Evaluations - Role Descriptions

Parties agree to continue discussions concerning job evaluation methodology to be used in determining job level outcomes within Graphic Services.

A nominated member from each of the AMWU and PSA or an accredited representative of an approved supplier will participate in the preparation of evaluations of all role descriptions.

The AMWU and PSA will undertake the task of having role descriptions completed in accordance with Departmental policies relating to job evaluations.

Job evaluations for Graphic Service Operator roles may be evaluated in accordance with Departmental policy.

Transition Committee

A Transition Committee will be formed and will consider issues affecting staff moving to a new structure. The Committee will determine whether a role is new or existing and determine the most suitable method of filling roles having regard to merit and fairness to all staff.

The Committee will ensure that any employee who has been paid a continuous Temporary Assignment Allowance (TAA) for in excess of 12 months (only immediately prior to promotion) has their TAA service taken into account when promoted to another role.

If agreement cannot be reached in this Committee, the Secretary will facilitate a resolution.

5.7 Employment Security

The Department's policy is to preserve employment. The parties recognise that over a period of time there will be a change in the nature of roles and skills required will change. In the event that an employee's role is made redundant by new technology or work methods, every attempt will be made to offer the employee an alternative role together with the requisite training. In the event that suitable alternative employment cannot be provided to those who qualify for redundancy payments, the Government's policy at the time will apply. It is agreed that during the term of this award resignations and retirements will take place. The decision of whether to replace particular roles will be subject to review by the Consent Award Committee. If an agreement cannot be reached, the issue will be handled through the agreed grievance procedure.

5.8 Training, Education and Skills Level Progression

1. General

All training will be competency-based with the exception of indentured apprentices, trainee Graphic Designers and employees undertaking training as part of the Australian Qualifications Training Framework.

Note: General training outside of AQTF and/or MS competency-based training will be in line with the Department's Performance Development Program.

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

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

The reimbursement of 100% of the course fees on successful completion of study for employees undertaking tertiary or vocational studies that relate directly to the role assigned to. Where a

Manager considers that the study does not relate directly to the role but will be beneficial to the organisation, and approves reimbursement of fees upon successful completion, this may be within the range of 50% to 100%. The Secretary or their delegate will determine any appeal relating to decisions concerning payment of course fees;

A commitment to the provision of external training programs;

Implementation of a Performance Development Program;

The provision of training and re-training wherever re-organisation creates new skill requirements;

Equipping all employees with skills and ability to enable them to pursue, where possible, their preferred career paths and to improve their opportunities for career advancement;

Providing training in information technology to enable employees to use the technological tools required to perform their duties;

Providing the training needed to ensure that those employees whose performance has been identified as deficient have every opportunity to improve their performance;

Equity of access to training and development opportunities for all employees, including part-time employees;

Dependent care assistance (dependent care, by way of payment, may be provided to enable employees with dependent responsibilities to pursue training and development opportunities).

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

Job rotation;

Secondments;

Participation in work forums;

Placements in other organisations with the agreement of the employee;

Mentor and coaching programs;

Attendance at conferences and seminars;

Employee exchange programs with the agreement of the employee.

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

A commitment to updating skill profiles from the Training Needs Analysis process to assist staff and Management to determine appropriate training needs;

To include employee training and development responsibilities in the key accountabilities of all Managers and Supervisors;

Individual employees will assume personal responsibility to participate in appropriate training and development and skill-enhancing activities.

Furthermore, the parties agree to an ongoing commitment to the implementation of the national training reform agenda, that is, the promotion and implementation of the public services training package through the NSW Public Sector Industry Training Advisory Body (PSITAB). This includes embracing the development of a National Competencies training project, encompassing:

Registration of current Workplace Trainers and Assessors with the PSITAB;

An increase in the number of Workplace Trainers and Assessors within the Department;

Time for Trainers and Assessors to recognise the current competencies held by Departmental employees.

In-house training to be in line with National Competency standards so employees can work toward nationally-recognised public sector qualifications.

2. Australian Qualification Training Framework

As part of the ongoing commitment to learning within Graphic Services, the Australian Qualifications Training Framework (AQTF) has been adopted as the framework to promote up-skilling and continued learning. Wherever possible, AQTF-accredited courses may be used as a means to provide skills and re-skill employees covered by this award.

The Consent Award Committee may determine AQTF courses relevant to Graphic Services skill requirements

3. Multi-skilling within Graphic Services

Clearly defined and agreed performance standards will be set. Employees will have to demonstrate capability against these standards as part of the training process. Additional training will be given as required. In certain circumstances, where the work team deems it necessary, skill verification may be sought by the Graphic Arts section of TAFE NSW or the Australian Capital Territory Institute of TAFE.

Training will be self-paced and self-motivated and employees will be actively encouraged to participate in their own learning. Training will be developed on a modular basis where possible. It will be consistent with the work skills identified through the job skills audit system. The role of every employee in training others is recognised and all employees will be given the opportunity to receive formal training in how to train others. The work team will be responsible for the scheduling of training for that work team. Emphasis will be given to training consistent with the skill required by the work team.

Employees will acquire mutually-agreed skills appropriate to the career path structure. On developing sufficient skills to move into the next skill level, the employee will attract the appropriate remuneration for that skill level.

4. Existing Worker Traineeships

Existing Worker Traineeships may be made available to employees covered by this award. Existing Worker Traineeships may be offered in accordance with guidelines issued by the Department of Education (or the replacement Department). The Consent Award Committee is to be responsible for evaluation and approval of all requests for the introduction of an Existing Worker Traineeship.

Administration costs and fees associated with existing Worker Traineeships are to be paid by the Department.

5.9 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 or domestic status, disability, homosexuality, transgender identity, HIV/AIDS infected, age and responsibilities as a carer.

2. It follows that, in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
3. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
4. Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes

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

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

5A. School Based Apprentices

5A.1 Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

5A.2 Wages

1. The hourly rates for full time apprentices as set out in this award will apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
2. For the purposes of paragraph 1. of this subclause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week.
3. The wages paid for training time may be averaged over the school term or year.
4. Where this award specifies a weekly rate for full time apprentices, the hourly rate is to be calculated by dividing the applicable weekly rate by 38.

5A.3 Progression through the Wage Structure

1. School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
2. 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.
3. Conversion from a school based apprentice to a full time apprenticeship

Where an apprentice converts from a school based to a full time apprenticeship, all time spent as a full time apprentice counts for the purpose of progression through the wage scale set out in this award. This progression applies in addition to the progression achieved as a school based apprentice.

4. Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this award.

6. Wages and Allowances

6.1 Remuneration

The classifications for the Award are set out in Table 1 - Rates of Pay, of Part B Monetary Rates. The current rates of pay are set in accordance with the Crown Employees (Public Sector - Salaries 2021) Award or any variation or replacement award.

Graphic Service Operator Class 2

Operators to commence at Grade 2 Level 1 salary. Progression is dependent on additional skill attainment in accordance with Appendix 1 - Graphic Service Operator Class 2 Multi-skilling Training Programme.

Commencing salary - Grade 2 Level 1 (first year)

After completion of Stage One training, the GSO will progress to Grade 2 Level 2 (second year)

After completion of Stage Two training, the GSO will progress to Grade 2 Level 3 (third year)

After completion of Stage three Training, the GSO will progress to Grade 2 Level 4 (fourth year)

Graphic Service Operator Class 1

Operators to commence at Grade 3 Level 1 salary. Progression is dependent on additional skill attainment in accordance with Appendix 2 - Graphic Service Operator Class 1 Multi-skilling Training Programme.

Commencing salary - Grade 3 Level 1

After completion of Stage One training, the GSO will progress to Grade 3 Level 2

After completion of Stage Two training, the GSO will progress to Grade 4 Level 1

After completion of Stage Three training, the GSO will progress to Grade 4 Level 2

After completion of Stage Four training, the GSO will progress to Grade 5 Level 1

After completion of Stage Five training, the GSO will progress to Grade 5 Level 1

Graphic Services Operator - Shift Supervisor

Shift Supervisor commencement salary is to be in accordance with Graphic Service Operator - Shift Supervisor in Part B, Monetary Rates, as varied from time to time in accordance with clause 12. Progression beyond Year 2 of the salary scale is conditional on the completion of a compulsory multi-skilling training program as detailed in Appendix 3 - Shift Supervisor Training Programme.

6.2 Allowances

In addition to the normal rate of salary, an allowance is to be paid for all shift work as defined in paragraph 5.1 (6) of this award, other than day shift, as follows:

Afternoon shift 20% of the daily rate of pay

Night shift 30% of the daily rate of pay.

Shift allowances will not apply during approved 10-hour day operation mode.

6.3 Overtime

When an employee is required to work overtime exceeding 30 minutes but less than one hour, the employee is to be paid as though they had worked one hour's overtime and, if an employee is called upon to work overtime in excess of one hour after finishing of that employee's ordinary working hours, they are to be paid for a minimum of two hours worked at overtime rates, the rates for overtime being set at the following: the first two hours of work performed be paid at one and a half times the rate for the appropriate shift (including allowances) with the remainder of the work performed being paid at two times the appropriate shift rate (including allowances). These rates apply to Saturday, Sunday and public holidays.

An employee who works so much overtime between the normal termination of their work on that day and the commencement of work in the next day that there has not been at least ten consecutive hours off duty between these times, subject to this clause, will be released after completion of such duty without loss of pay for ordinary working time until they have had at least ten consecutive hours off duty.

If on the instructions of the Department through the Manager, Graphic Services Branch such an employee resumes or continues to work without having had ten consecutive hours off duty, will be paid at double rates until they are released from duty for such period and they will be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

Employees working overtime at the end of a normal shift may work to maximum of five hours from the last meal break without taking a further meal break, providing the employee is finishing work at the end of overtime and that any meal allowance applicable will still apply. All other conditions for overtime are contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

1. State Working Hours Case 2003

- (a) Subject to subparagraph (b) of this paragraph, an employer may require an employee to work overtime at overtime rates
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

- (c) For the purposes of the said subparagraph (b), what is reasonable or otherwise will be determined having regard to:

any risk to employee health and safety

the employee's personal circumstances, including any family and carer responsibilities

the needs of the workplace or enterprise

the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

any other relevant matter.

6.4 Deduction of Union Membership Fees

1. The Union is to provide the Department with a schedule setting out Union fortnightly membership fees payable by members of the Union in accordance with the Union's rules.
2. The Union is to advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable will be provided to the Department at least one month in advance of the variation taking effect.
3. Subject to paragraphs 1 and 2 of this subclause, the Department will deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with the Union's rules, provided that the employee has authorised the Department to make such deductions.
4. Monies so deducted from employee's pay will be forwarded regularly to the Union together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' union membership accounts.
5. Unless other arrangements are agreed to by the Department and the Union, all Union membership fees will be deducted on a fortnightly basis,
6. Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

7. Leave

7.1 General

Leave conditions will be as covered in the *Government Sector Employment Act 2013*, and the *Government Sector Employment Regulation 2014*, *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* (or replacements) and policies made thereunder as at the date of making of this award.

7.2 Family and Community Service Leave, Personal/Carer's Leave, Parental Leave

The provisions of clause 71, Family and Community Service Leave, clause 82, Sick Leave to Care for a Family Member, clause 81, Parental Leave and subparagraph (iv)(d) and subclauses (v) and (vi) of clause 12, Casual Employment, of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* or any award replacing it apply to employees under this award.

7.3 Leave Loading

All employees covered by this award are entitled to payment of annual loading of 17.5% of the monetary value of up to four weeks' recreation leave accrued in a leave year.

7.4 Trade Union Training

Employees covered by this award are allowed a maximum of 12 days in any two-year period for the purposes of attending courses conducted by or organised on behalf of the AMWU and/or the PSA.

8. Consultation, Grievance Procedures

8.1 Employee Representative Body

For the purpose of this award, four Graphic Services workplace delegates of the AMWU and two representatives of the PSA Bathurst Workplace Committee will be the employees' representatives on the Consent Award Committee. Employee representatives will negotiate with the Management on behalf of employees to ensure that the terms and conditions of this award are implemented. The Consent Award Committee will also be responsible for the renegotiation of the new award upon completion of the existing award.

Any issue in connection with this award will be referred in the first instance to the Consent Award Committee and if necessary, pursued under the agreed grievance procedures.

8.2 Ongoing Award Review

Regular meetings of the Consent Award Committee (CAC) will be held to review the viability of this award and ensure adherence to the terms of the award. This Committee will be responsible for initiating and formulating the award to be developed and approved to replace this award on its expiry.

8.3 Introduction of Change

All parties to this award agree to consult on any planned changes to production methods or introduction of new technology.

This consultation will, depending on the nature of the change in technology, take place in three stages:

Stage 1 Initial Advice

The Management of Department will advise both the AMWU and PSA and employees of contemplated changes in sufficient time so that meaningful consultation can occur before decisions are made involving the introduction, the rate and the manner of implementation of the change.

Stage 2 Subsequent and Ongoing Advice

Subject to the normal requirements regarding confidentiality, the Management will advise the Unions and employees on a progressive basis as more detailed information becomes available. Such advice should include:

- (1) An explanation of the nature and scope of the proposed change and the way it will be operated.
- (2) A comparison of the designation, numbers and levels of employees expected to be required with the operation of the equipment or system with similar information in respect of existing employees.
- (3) An outline of the anticipated changes to the work patterns within and beyond the particular work area, i.e. the effect of the changes in the pattern of work both in the Graphic Services area and where appropriate other areas.

- (4) Proposals for training of employees (where necessary), including retraining of existing employees. Proposals in respect of any possible redeployment in respect of subclause 5.7 and redundancy in terms of subclause 5.8. of this award.
- (5) An appraisal of the expected benefits and adverse effects of introducing the change.
- (6) Implications, if any, of the change to work health and physical work environment of employees employed in its operation and for any other aspects of quality of working life; and advise on the expected benefits and adverse effects of introducing the change covering quality of working life, service to the community and broad economic implications of introducing the change.
- (7) The proposed rate and timing of introduction of the change.

At any point in this stage the Unions and/or employees may raise matters of concern and engage in whatever consultation is considered appropriate by the parties.

Stage 3 Firm Decisions

Once agreement has been reached in Stage 2, the Department will proceed with the purchase requisition or implementation and inform the Unions accordingly. If considered necessary, a copy of the requisition may be made available to the Unions.

Once notification has been provided at this third stage, the onus is on the Unions to raise any problems within a reasonable timeframe, which will not cause tenders, etc., to become invalid. If no problems are identified, the Management may proceed to order, install and use the new equipment or system.

At any stage where differences cannot be reconciled, the disputes procedure will be followed according to subclause 8.4 of this clause.

8.4 Dispute or Grievance Handling Procedure

Disputes or grievances between employee(s) and the Department over a question, dispute or difficulty concerning the interpretation, application or operation of this award, or any alleged discrimination within the meaning of the *Anti-Discrimination Act 1977*, will be dealt with in the following manner. Reference should also be made to clause 9, Grievance and Dispute Settling Procedures, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

Step One

In the first instance, the employee(s) will notify, in writing or otherwise, their immediate Supervisor or other appropriate person as to the substance of the dispute or grievance and request a bilateral meeting to discuss the remedy sought. A meeting should be held within 48 hours of notification.

Step Two

If the matter is not resolved in the first meeting, the matter will be further discussed by the employee and, at their request, the appropriate Union delegate, their immediate Supervisor and their Manager. This should take place within 48 hours of the completion of Step One.

Step Three

If the matter remains unresolved, the matter should be further discussed by the employee(s) and, at their request, the appropriate Union delegate, the immediate Supervisor, the Supervisor's Manager, and a more senior Management representative. This should take place within 48 hours of the completion of Step Two.

Step Four

If the matter remains unresolved and the employee(s) as Union members, it should be discussed/negotiated between representatives of the State Branch or the Regional Organisation of the Union(s) concerned and the relevant senior Management of the Department. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the dispute.

Step Five

If the matter remains unresolved, then, if the parties agree, it may be referred to a mutually acceptable, independent mediator/arbitrator. The parties have the right to refer the matter to the appropriate industrial tribunal at this stage.

It is a condition of this award that these procedures will be followed and that there will be no disruption to work.

9. Safety**9.1 Work Health and Safety**

Work health and safety provisions will be as covered in the *Work Health and Safety Act 2011* and any amendments and Regulations made thereto.

Work health and safety provisions will be as covered in the *Work Health and Safety Regulation 2011* and any amendments and Regulations made thereto.

All relevant Australian Standards as referred to within SafeWork NSW guidelines or relevant legislation.

9.2 Protective Clothing

In addition to any protective equipment required under the *Work Health and Safety Act 2011*, employees covered by this Award will be supplied with protective clothing as set out below:

Shorts	2 per year	}	Replacement if necessary on a condemnation basis
Pants	2 per year	}	
Shirts	2 per year	}	

Safety shoes complying with AS 2210 - one pair issued on commencement of employment then on a condemnation basis thereafter.

All employees are to wear protective equipment and clothing as supplied.

10. Declaration

The parties to this award declare that this award:

- (a) is not contrary to the public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was not entered into under duress;
- (d) is in the interests of the parties.

11. Savings of Rights

At the time of making this award, no employee covered by this award will suffer a reduction in his or her rate of pay or any loss or reduction of his or her conditions of employment as a consequence of making this award.

12. Area, Incidence and Duration

The purpose of this award is to regulate the terms and conditions of employment of Graphic Service Operators as defined, employed by the Department and engaged at the Department of Customer Service, NSW Bathurst site.

Employees covered by this award will be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions as provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2018) Award* or any instruments replacing these instruments.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales of 28 April 1999 (310 I.G. 359) take effect on and from 13 September 2021.

Changes made to this award subsequent to it first being published on 15 January 2016 (378 I.G. 1129) have been incorporated into this award as part of the review.

SCHEDULE A

This award replaces the following agreements and award as they apply to Graphic Service Operators in the Department:

1. Artists, etc. Agreement No. 2196 of 1975 made pursuant to section 83 of the *Public Service Act 1979*;
2. General Printing Staff Agreement No. 2268 of 1980 made pursuant to section 83 of the *Public Service Act 1979*;
3. General Printing Staff Agreement No. 2336 of 1981 made pursuant to section 83 of the *Public Service Act 1979*;
4. Crown Employees (General Staff - Salaries) Award 2007 published 17 April 2020 (387 I.G. 726);
5. Printing Staff Central Mapping Authority Agreement No. 2414 of 1982 made pursuant to section 83 of the *Public Service Act 1979*;
6. General Printing Staff Agreement No. 2415 of 1982 made pursuant to section 83 of the *Public Service Act 1979*.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Salary Rates aligning to the classifications set out below can be found in *the Crown Employees (Public Sector - Salaries 2021) Award* or any variation or replacement award.

Classification	Common Salary Point
Graphic Service Operator Class 2 Commencing salary	46
Progression is dependent on additional skill attainment in accordance with Appendix 1 - Graphic Service Operator Class 2 Multi-skilling Training Programme	
After completion of Stage 1 training	49
After completion of Stage 2 training	52
After completion of Stage 3 training	55

Graphic Service Operator Class 1 Commencing salary	58
Progression is dependent on additional skill attainment in accordance with Appendix 2 - Graphic Service Operator Class 1 Multi-skilling Training Programme	
After completion of Stage 1 training	61
After completion of Stage 2 training	64
After completion of Stage 3 training	67
After completion of Stage 4 training	75
After completion of Stage 5 training	78
Graphic Services Operator - Shift Supervisor Commencement salary	88
Year 2	91
Progression beyond Year 2 of the salary scale is conditional on completion of a compulsory multi - skilling training program as detailed in Appendix 3 Shift Supervisor Training Programme	
Year 3	95
Year 4	98

APPENDIX 1

GRAPHIC SERVICE OPERATOR CLASS 2 MULTI-SKILLING TRAINING PROGRAMME

Year 1 - Competency-based with TAFE theory assessment

Year 2 - Competency-based with TAFE theory assessment

Year 3 - Competency-based with TAFE theory assessment

Year 4 - TAFE one-year traineeship in a particular field relevant to the printing industry

Progression to Class 1 Status

The four-year proposed training modules are condensed into three competency-based modules. These modules would have a level of TAFE certification similar to what is in place for the existing GSO Multi-Skilling programme, i.e. TAFE are to design theory-testing based on practical training programmes. National Competency Standards.

The fourth year would be a specialist year where the officer chooses a particular field to specialise in. The competency-based training programme for that year will be designed to complement a one-year TAFE traineeship in that field.

Progression to GSO Class 1 status will be dependent on completing all four stages successfully.

This inclusion of the traineeship will formalise the training and should ensure that the qualifications gained will be transportable outside of the Department of Finance, Services and Innovation.

Competency-based Training Course -

The following is a comprehensive list of skills for the classification of Graphic Service Operator Class 2.

The skills have been categorised into three individual training blocks, each block relating to advancement on the career structure.

Training Module 1

Skills Required

Work health and safety relating to:

The correct handling and use of wide ranges of chemicals

Safe working procedures for dark room environments including a totally black room

Safe and correct operating procedures or the following equipment:

GTO two-colour printing press

Mitsubishi four-colour printing press

Small Multipli Folder x 2

Wire Stitcher x 2

Plastic bag maker

Automatic plate processor

Understanding of Production Processes and Workflow through the Photographic Laboratory including:

Interpretation of orders

Correct storage location for films, chemicals, paper, etc.

Use of office equipment, e.g. computers, photocopiers

Correct use of Quote & Print Management Information system

Graphic Services Photolab Level 1 and 2 Competencies for Staff Multi-skilling Training

Production of colour and black and white photographic enlargements from aerial film using photographic enlargers

Production of colour and black and white photographic enlargements from hardcopy and/or digital files using:

Roll scanner, flatbed scanner and/or digital scan back camera, digital file manipulation software and colour digital output printers

Production of colour and black and white photographic contact prints from aerial film

Production of colour and black and white photographic diapositives from aerial film

Production of digital images using roll scanner; flatbed scanner and/or digital scan back camera.

Database entry of associated metadata.

Data entry, maintenance and use of Aerial Film Asset Register Database (AFARD)

Use and maintenance of photographic paper processors (colour and black and white)

Use and maintenance of LOG-E contact printers

Use and maintenance of Scanatron contact printer

Use and maintenance of photographic enlargers

Operation of Graphic Services management information system (Quote & Print) to record job/time/materials details

Liaise with customers

Management of digital data files

Manage the import, export and compression of data files

Pre-Press Multi-Skilling Competency Standards -

The following competency standards relate to production and support functions performed in the Pre-Press section of Graphic Services:

Multi-skilling Objective

To provide the trainee with skills relating to the Pre-Press section so that production and support functions can be performed unassisted.

Trainees at the end of multi-skilling modules (six months) should be competent in all Pre-Press, Multi Media and Holistic Knowledge units. A sound knowledge of all support units should also be obtained.

Pre-Press Units

ICPPP211B	Develop a basic design concept
ICPPP311B	Develop a detailed design concept
ICPPP411B	Undertake a complex design brief
ICPPP221B	Select and apply type
ICPPP321B	Produce a typographic image
ICPPP421B	Compose and evaluate typography
ICPPP222B	Scan a line image
ICPPP322B	Scan images for reproduction
ICPPP422B	Scan complex images for reproduction
ICPPP423A	Apply colour effectively to design brief
ICPPP224A	Compose pages using a page layout application
ICPPP225A	Produce graphics using a graphics application
ICPPP325A	Create pages using a page layout application
ICPPP326A	Produce interactive PDF files
ICPPP327A	Produce online PDF files
ICPPP428A	Generate high-end PDF files
ICPPP332B	Electronically combine and assemble data
ICPPP332B	Electronically combine complex images
ICPPP333B	Prepare an imposition format for printing processes
ICPPP433B	Generate complex imposition
ICPPP252B	Output images
ICPPP352B	Output complex images to film
ICPPP452B	Output complex images direct to plate or press
ICPPP360B	Undertake special colour and digital proofing
ICPPP361A	Undertake digital proofing
ICPPP267B	Produce offset lithographic plates

Support Units

ICPSU203B	Prepare and maintain the work area
ICPSU116B	Inspect quality against required standards
ICPSU516B	Set and apply quality standards
ICPSU120A	Pack product
ICPSU221B	Pack and dispatch product
ICPSU323B	Treat and Dispose of liquid waste

ICPSU342B	Undertake inventory procedures
ICPSU345B	Purchase materials and schedule deliveries
ICPSU351CB	Undertake basic production scheduling
ICPSU455B	Supervise and schedule work of others
ICPSU356B	Control production
ICPSU458A	Monitor production workflow
ICPSU260A	Maintain a safe work environment
ICPSU261B	Follow OH&S practices and identify environmental hazards
ICPSU561B	Implement and monitor OH&S
ICPSU262B	Communicate in the workplace
ICPSU362B	Communicate as part of a work team
ICPSU263B	Perform basic industry calculations
ICPSU464B	Provide customer service/customer education
ICPSU271B	Provide basic instruction for a task
ICPSU280A	Enter data into electronic system
ICPSU281B	Use computer systems
ICPSU381B	Operate and maintain computer resources
ICPSU482A	Troubleshoot and optimise materials and machinery
ICPSU583A	Trouble shoot and optimise the production process
ICPSU684A	Determine and improve process capability
ICPSU487A	Analyse manual handling processes

Multimedia Units

ICPMM263B	Access and use the Internet
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Holistic Knowledge Units

ICPKN11B	Apply knowledge of Graphic Pre-Press
----------	--------------------------------------

Pre-Press Multi-skilling Training Programme -

Module 1 - 3 months

The trainee will be assessed for competency on a minimum of 25 units during Module 1. Where a skill is broken into a number of modules, the trainee will start with the entry-level module.

The Supervisor will perform assessment of competency levels and/or GSOs from Pre-Press.

Pre-Press Units Module 1

The trainee will be required to achieve or exceed the required competency levels for a minimum of 12 Pre-Press Units.

Support Units Module 1

The trainee will be required to achieve or exceed the required competency levels for a minimum of 12 Support Units.

Multimedia Unit Module 1

The trainee will be required to achieve the required competency levels for the Multimedia Unit.

Module 2 - 3 Months

The trainee will be assessed at the beginning of Module 2 to ensure competency levels obtained in Module 1 are of a desired standard.

Where retraining is required, the trainee will be reassessed on the relevant unit/s during Module 2.

By the end of Module 2 the trainee needs to achieve the desired competency levels of all modules relating to Pre-Press.

Where competency skills cannot be achieved during Modules 1 and 2, then a program will be formulated to enable the trainee to complete these skills (program to be determined by Graphic Services management team).

The Supervisor will perform assessment of competency levels and/or GSOs from Pre-Press.

Pre-Press Units Module 2

The trainee will be required to achieve the required competency levels for the remaining Pre-Press Units (those not achieved in Module 1) as well as any units that need to be reassessed due to inadequate skill levels.

Support Units Module 2

The trainee will be required to achieve the required competency levels for the remaining Support Units (those not achieved in Module 1), as well as any units that need to be reassessed due to inadequate skill levels.

Holistic Knowledge Unit Module 2

The trainee will be required to achieve the required competency levels for the Holistic Knowledge Unit.

Training Module 3

Print Finishing Module 1

Skills Required

All support units (SU), including Converting and Finishing units (CF)

As indicated

- Prepare and maintain work area

- Prepare tasks to support production purposes

- Inspect quality against required standard

- Pack and dispatch product

- Perform basic machine maintenance

- Lift and shift loads mechanically

- Follow OH&S practices and identify hazards

- Communicate in the workplace

- Work team communication

Perform basic industry calculations including

- Setup and produce basic cut (guillotined) product

- Setup and produce complex cut (guillotined) product

- Setup guillotine for cutting

Produce cut (trimmed) product

Setup machine for basic cut (flatbed)

Produce basic cut (flatbed) product

Changing of Polar EMC 137 & Perfecta Seypa 115 guillotine blades are done under strict supervision of Shift Supervisor Print Finishing or his/her delegated authority.

Note: Depending on work loads units may be moved from one module to another

Printing Module 1

To provide proper understanding of related occupational health and safety issues and introduce the trainee to the work area and environment of printing. Also to introduce the trainee to the basic concept of safe printing press operation, both electronic and manual.

Skills Required

All support units (SU), including (CF)

Prepare and maintain work area

Prepare tasks to support production purposes

Introduction to quality standard required

Pack and dispatch product

Perform basic machine maintenance

Lift and shift loads mechanically

Follow OH&S practices and identify hazards

Communicate in the workplace

Work team communication

Perform basic industry calculations

APPENDIX 2

GRAPHIC SERVICE OPERATOR CLASS 1 MULTI-SKILLING TRAINING PROGRAMME

Pre-Press Multi-skilling Competency Standards -

The following competency standards relate to production and support functions performed in the Pre-Press section of Graphic Services:

Multi-Skilling Objective

To provide the trainee with skills relating to the Pre-Press section so that production and support functions can be performed unassisted.

Trainees at the end of multi-skilling modules (six months) should be competent in all Pre-Press, Multi Media and Holistic Knowledge Units. A sound knowledge of all support units should also be obtained.

Pre-Press Units

ICPPP211B	Develop a basic design concept
ICPPP311B	Develop a detailed design concept
ICPPP411B	Undertake a complex design brief
ICPPP221B	Select and apply type
ICPPP321B	Produce a typographic image
ICPPP421B	Compose and evaluate typography
ICPPP222B	Scan a line image
ICPPP322B	Scan images for reproduction
ICPPP422B	Scan complex images for reproduction
ICPPP423A	Apply colour effectively to design brief
ICPPP224A	Compose pages using a page layout application
ICPPP225A	Produce graphics using a graphics application
ICPPP325A	Create pages using a page layout application
ICPPP326A	Produce interactive PDF files
ICPPP327A	Produce online PDF files
ICPPP428A	Generate high-end PDF files
ICPPP332B	Electronically combine and assemble data
ICPPP332B	Electronically combine complex images
ICPPP333B	Prepare an imposition format for printing processes
ICPPP433B	Generate complex imposition
ICPPP252B	Output images
ICPPP352B	Output complex images to film
ICPPP452B	Output complex images direct to plate or press
ICPPP360B	Undertake special colour and digital proofing
ICPPP361A	Undertake digital proofing
ICPPP267B	Produce offset lithographic plates

Support Units

ICPSU203B	Prepare and maintain the work area
ICPSU116B	Inspect quality against required standards
ICPSU516B	Set and apply quality standards
ICPSU120A	Pack product
ICPSU221B	Pack and dispatch product
ICPSU323B	Treat and dispose of liquid waste
ICPSU342B	Undertake inventory procedures
ICPSU345B	Purchase materials and schedule deliveries
ICPSU351CB	Undertake basic production scheduling
ICPSU455B	Supervise and schedule work of others
ICPSU356B	Control production
ICPSU458A	Monitor production workflow
ICPSU260A	Maintain a safe work environment
ICPSU261B	Follow OH&S practices and identify environmental hazards
ICPSU561B	Implement and monitor OH&S
ICPSU262B	Communicate in the workplace
ICPSU362B	Communicate as part of a work team
ICPSU263B	Perform basic industry calculations
ICPSU464B	Provide customer service/customer education
ICPSU271B	Provide basic instruction for a task
ICPSU280A	Enter data into electronic system
ICPSU281B	Use computer systems
ICPSU381B	Operate and maintain computer resources
ICPSU482A	Troubleshoot and optimise materials and machinery
ICPSU583A	Trouble shoot and optimise the production process
ICPSU684A	Determine and improve process capability
ICPSU487A	Analyse manual handling processes

Multimedia Units

ICPMM263B Access and use the Internet

Holistic Knowledge Units

ICPKN11B Apply knowledge of Graphic Pre-Press

Pre-Press Multi-skilling Training Programme -

Module 1 - 3 months

The trainee will be assessed for competency on a minimum of 25 units during Module 1. Where a skill is broken into a number of modules, the trainee will start with the entry-level module.

The Supervisor will perform assessment of competency levels and/or GSOs from Pre-Press.

Pre-Press Units Module 1

The trainee will be required to achieve or exceed the required competency levels for a minimum of 12 Pre-Press Units.

Support Units Module 1

The trainee will be required to achieve or exceed the required competency levels for a minimum of 12 Support Units.

Multimedia Unit Module 1

The trainee will be required to achieve the required competency levels for the Multimedia Unit.

Module 2 - 3 Months

The trainee will be assessed at the beginning of Module 2 to ensure competency levels obtained in Module 1 are of a desired standard.

Where retraining is required, the trainee will be reassessed on the relevant unit/s during Module 2.

By the end of Module 2 the trainee needs to achieve the desired competency levels of all modules relating to Pre-Press.

Where competency skills cannot be achieved during Modules 1 and 2, then a program will be formulated to enable the trainee to complete these skills (program to be determined by Graphic Services management team).

The Supervisor will perform assessment of competency levels and/or GSOs from Pre-Press.

Pre-Press Units Module 2

The trainee will be required to achieve the required competency levels for the remaining Pre-Press Units (those not achieved in Module 1), as well as any units that need to be reassessed due to inadequate skill levels.

Support Units Module 2

The trainee will be required to achieve the required competency levels for the remaining Support Units (those not achieved in Module 1), as well as any units that need to be reassessed due to inadequate skill levels.

Holistic Knowledge Unit Module 2

The trainee will be required to achieve the required competency levels for the Holistic Knowledge Unit.

Print Finishing Multi-skilling Training Programme -

Year 1: 6-month Training Programme - Module 2

Objective

To provide the trainee with a general idea of the Print Finishing area and how various machines operate and how preventative maintenance is carried out on machines in Print Finishing. This also includes occupational health and safety issues relating to Print Finishing.

The trainee after six months should be competent to work the small machines (e.g. drill, semi-automatic staplers, Multipli folders and assist in the setting and running of the Stahl Folder.)

Skills Required

All competencies in Print Finishing Module 1 (GSO 2) Classification plus

- Setup machine for basic folding (single/continuous) product

- Setup machine for complex folding (single/continuous) product

- Produce basic folded (single/continuous) product

- Produce complex folded (single/continuous) product

Note: Depending on work loads, units may be moved from one module to another.

Year 2: 6-month Training Programme - Module 3

Objective

To provide the trainee with a more comprehensive knowledge base of techniques and skills used through out the Print Finishing area.

This module includes working in the Framing area, where the trainee will learn laminating, mounting and framing skills.

Skills Required

All competencies in Print Finishing Module 1 (GSO 2) and Module 2 (GSO 1) Classification plus

- Setup machine for basic collating (sheet/section)

- Produce basic collated (sheet/section) product

- Setup and produce hand collated product

- Setup machine for basic laminating

- Setup machine for complex laminating

- Produce basic laminated product

- Produce complex laminated product

Note: Depending on work loads, units may be moved from one module to another

Printing Multi-skilling Training Programme -

Year 1: 6-month Training Program Small Format - Module 2

Objective 0 - 3 months

To provide proper understanding of related occupational health and safety issues and introduce the trainee to the work area and environment of printing. Also to introduce the trainee to the basic concept of safe press operation, both electronic and manual. The trainee will receive instruction on how to produce basic print jobs.

Skills Required

All competencies in Printing Module 1 (GSO 2) Classification plus

Awareness of the properties of chemicals currently used and their correct application procedures in the press area

Lubrication of all machines

Knowledge of different paper stocks

Correct techniques for loading paper ready for printing

Changing printing plates on all machines

Cleaning and maintenance of dampening systems

Setup machine for basic single colour job.

Produce basic single colour job.

Setup machine for basic 2-colour job

Produce basic 2-colour job

Objective 3 - 6 Months

To enable the trainee to gain a level of competency sufficient to be able to operate small offset printing press with limited supervision. The trainee will receive instruction on how to produce basic print jobs.

Skills Required

All competencies in Printing Module 1 (GSO 2) Classification plus above competency set.

Machine delivery setup

Assist in machine setup

Fundamentals of feeder setup and pile height in relation to varying stocks of paper

Mixing and matching inks

Set ink ducts for correct colour distribution

Be acquainted with densitometer readings

Change blankets and packing

Repair damaged blankets

Produce coating job including

Setup machine for basic double-sided job

Produce basic double-sided job

Setup machine for basic coating job

Year 2: 6-month Training Program Large Format - Module 3

Objective 6 Months

To enable the trainee to work as part of a team and operate with minimal supervision on a relief basis on the large format press. Also, to introduce the trainee to the basic concept of safe press operation, both electronic and manual in a large format environment. The trainee will receive instruction on how to produce more complex print jobs.

Skills Required

All competencies in Print Module 1 (GSO 2) & Module 2 (GSO 1) Classification plus

Understand plate register systems and make adjustments to print register

Set feeder unit to relevant stocks of paper

Set cylinder pressure to relevant stocks of paper

Plate, blanket packing tolerances

Set inking rollers for correct ink distribution

Set dampeners for correct water distribution

Plate, blanket cylinder pressure settings

Correct operating speed for particular stocks

Ability to accurately assess print quality and make recommendations for adjustment

Setup machine for complex single-sided 4-colour job

Produce complex single-sided 4-colour job

Setup machine for complex double-sided job

Produce complex double-sided job

Setup machine for complex single-sided coating job

Setup machine for complex double-sided coating job

APPENDIX 3**GRAPHIC SERVICE OPERATOR SHIFT SUPERVISOR TRAINING PROGRAMME**

Objective Statement

To provide the officers with comprehensive knowledge of the production and quality control processes within Graphic Services and in addition aid the development of managerial skills in a range of disciplines.

Ongoing training will be provided in the following areas:

Managerial

The latest Management Techniques for Middle Management

Equal Employment Opportunity (E.E.O)

Total Quality Management (T.Q.M)

Quality Management System (Q.M.S)

Best Practice Principles

Interpersonal Skills

Production processes within the trade classifications of: Graphic Design, Electronic/Desktop Publishing, Printing and Print Finishing.

Production processes within non trade classification of Photolab

Production scheduling within Graphic Services

Liaising with customers

Interpretation of all types of orders with Graphic Services

The relevant quality standards for all work performed within Graphic Services

Additional training on a needs basis

Computers

Computer training will be in the following fields:

Operations of both Mac & PC computers

Computer-based management information system

Windows environment

Spreadsheet/database

Page layout/pagination systems

Word processing software

Trade

Ongoing training will take place in relation to technological and quality control developments within the industry. This training may take the form of in-house competency based training or more formal training by the way of T.A.F.E. or other equivalent industry institutions.

APPENDIX 4

PREMIER’S MEMORANDA 88-40 / 91-23 / 96-17 AND 97-24

See file matter no. IRC04/6231 for copies of the Premier's Memorandums as they cannot be reproduced electronically.

APPENDIX 5

GRAPHIC SERVICE OPERATOR TEN-HOUR SHIFT ROSTER DETAIL FORM

TEN-HOUR ROSTER - DETAILS FORM

(No. AD GS FORM 001)

Period of Roster: From _____ To _____

Days to be worked: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday
(Cross out days not to be worked)

Daily start time: _____ Finish time: _____

Reason for the roster _____

Staff involved	Machinery/equipment
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____
6 _____	_____
7 _____	_____
8 _____	_____

Roster substitutions (appropriate Shift Supervisor to complete as alterations to the roster occur).

Name	Replaced by	Date(s)
1 _____	_____	_____
2 _____	_____	_____

3 _____

Alteration termination of this roster

Where the duration of this roster has been altered please show the reason why

Changes approved by:

Mgr Graphic Services: _____ Shift Sup _____ Work Team rep _____

Roster schedule approved by:

Mgr Graphic Services _____ Date _____

Shift Supervisor: _____ Date _____

Work team Rep. _____ Date _____

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PSYCHOLOGISTS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 179003 of 2021)

Before Commissioner Sloan

13 September 2021

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

Clause No.	Subject Matter
------------	----------------

PART A

- | | |
|-----|---|
| 1. | Arrangement |
| 2. | Definitions |
| 3. | Parties |
| 4. | Classifications |
| 5. | Appointments and Progression |
| 6. | Salaries |
| 7. | Conditions of Employment |
| 8. | Environmental Allowance |
| 9. | Grievance and Dispute Settling Procedures |
| 10. | Anti-Discrimination |
| 11. | Area, Incidence and Duration |

PART B

- | |
|---|
| Table 1 - Salary Rates |
| Table 2 - Environmental Allowance |
| Table 3 - Commencing Salary and Progression |

2. Definitions

"AHPRA" means Australian Health Practitioner Regulation Agency

"APS" means the Australian Psychological Society.

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

"Department" means a department of the Public Service specified in Column 1 of Schedule 1 of the *Government Sector Employment Act 2013* or NSW Police by whom the employee is directly engaged.

"Division Head" means a Division Head specified in Column 2 of Schedule 1 of the *Government Sector Employment Act 2013* or the Commissioner of Police.

"Employee" means a person employed in accordance with the *Government Sector Employment Act 2013* by a Department or by NSW Police pursuant to the *Police Act 1990* (excluding a police officer as defined in the *Police Act 1990*) in one of the classifications listed in clause 3 of this Award.

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

"PsyBA " means the Psychology Board of Australia or successor organisation.

3. Parties

This award is made between the Industrial Relations Secretary and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

4. Classifications

PSYCHOLOGIST

A Psychologist will have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Must possess a degree requiring the equivalent of 4 years full time study in psychology from a PsyBA recognised tertiary institution and either be fully registered as a Psychologist or as a Provisional Psychologist with the PsyBA and AHPRA

Fulfil registration requirements within relevant timeframes in order to obtain full registration with the PsyBA and AHPRA (Provisional Psychologists only)

TASK

Provide a competent psychological service through assessment, counselling and therapeutic interventions appropriate to the employment context.

JUDGEMENT AND PROBLEM-SOLVING

Provides generalist psychological assessment, counselling and therapeutic interventions

Increasingly complex problems as allocated and monitored by the designated manager and/or in consultation with the professional supervisor.

SUPERVISION AND INDEPENDENCE

Works under the professional supervision of the designated manager and/or the professional supervisor.

May work as part of a team of psychologists and/or as a member of a multidisciplinary team

Psychologists trained and accredited by the PsyBA as a supervisor with a minimum of 3 years post registration experience may be reasonably required by the Department to supervise a Provisional Psychologist who is in the process of gaining full registration with the PsyBA/AHPRA.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

May assist in the formulation of management and case plans

Liaison with relevant internal and external stakeholders

SENIOR PSYCHOLOGIST

In addition to performing the work of a Psychologist, a Senior Psychologist will have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in Australia with the PsyBA/AHPRA

Highly developed expertise in a relevant area of psychology (e.g. assessment/treatment/programming/behaviour management)

TASK

Provides more complex assessment, case formulation and intervention by exercising independent professional judgement

Management of complex cases

Superior assessment; treatment; programming; behaviour management; therapeutic program development; and/or research skills, which result in the development of more effective interventions

May provide consultation, training and supervision within an area of specific expertise to other psychologists

May conduct and set psychological research and evaluation projects for the Department as required.

JUDGEMENT AND PROBLEM-SOLVING

Exercises independent psychological judgement

Is recognised for sound professional judgement

Exercises initiative in the development of sound work practices or professional standards

Contributes to the development, evaluation of and quality improvement of psychological assessment/treatment/intervention programs across the Department

SUPERVISION AND INDEPENDENCE

May provide supervision

Able to work independently

May work in or lead a multidisciplinary team.

Seeks advice from the designated manager and/or the professional supervisor in appropriate circumstances.

Senior Psychologists trained and accredited by the PsyBA as a supervisor with a minimum of three years post registration experience may be reasonably required by the Department to supervise a Provisional Psychologist who is in the process of gaining full registration with the PsyBA/AHPRA.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

May assist with formulation of policy

Provides sophisticated consultation to other psychologists and other Department staff

Provides advice/input for the development, evaluation of and quality improvement of psychological assessment/treatment/intervention programs when required.

Forges productive organisational links with other service providers.

SPECIALIST PSYCHOLOGIST

In addition to performing the work of a Psychologist, a Specialist Psychologist will have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in Australia with the PsyBA/AHPRA.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, and Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent; or

Education, training and experience deemed by the Department to be equivalent (for example as signified by membership of a relevant APS College such as Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, Forensic Psychology).

Broad, expert relevant specialist knowledge.

TASK

Adapts psychological literature for new programs, therapies or research.

Conducts and evaluates psychological interventions at a high standard.

May conduct psychological research and evaluation projects for the Department as required.

JUDGEMENT AND PROBLEM-SOLVING

Exercises independent clinical judgement.

High level diagnostic ability in relation to psychological disorders.

High level clinical judgements according to scientific literature.

SUPERVISION AND INDEPENDENCE

Works under the supervision of the designated manager and/or the professional supervisor.

Knows area of expertise and will consult others on a needs basis.

Able to work independently.

May work in or lead a multidisciplinary team.

A Specialist Psychologist trained and accredited by the PsyBA as a supervisor with a minimum of three years post registration experience may be reasonably required by the Department to supervise a Provisional Psychologist who is in the process of gaining full registration with the PsyBA/AHPRA.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Consultant to psychologists and peer consultancy within relevant area of expertise.

May assist with formulation of policy

SENIOR SPECIALIST PSYCHOLOGIST

In addition to performing the work of a Specialist Psychologist, a Senior Specialist Psychologist will have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in Australia with the PsyBA/AHPRA.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, and Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent; or

Education, training and experience deemed by the Department to be equivalent (for example as signified by membership of a relevant APS College such as Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, Forensic Psychology).

Extensive experience as a Specialist Psychologist or other relevant work experience deemed equivalent by the Division Head.

TASK

Is required to manage more difficult or unusual cases.

High level of clinical expertise and responsibilities.

May conduct and set psychological research and evaluation projects for the Department as required.

JUDGEMENT AND PROBLEM-SOLVING

Resolves complex clinical problems.

May provide advice and input for service planning e.g., at sector or area level.

Resolves issues likely to have wide impact on the profession and organisation within area of expertise.

SUPERVISION AND INDEPENDENCE

May provide supervision.

May work in or lead a multidisciplinary team.

Major contributions to the quality management and evaluation of psychological services within area of expertise.

A Senior Specialist Psychologist trained and accredited by the PsyBA as a supervisor with a minimum of three years post registration experience may be reasonably required by the Department to supervise a Provisional Psychologist who is in the process of gaining full registration with the PsyBA/AHPRA.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Higher level consultancy role within the Department and with external agencies

CHIEF PSYCHOLOGIST

A Chief Psychologist will have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in Australia.

Must possess a post-graduate degree at the master's level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, and Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent: The Division Head may approve other appropriate degrees or experience for entry to this classification.

High-level expertise of a specific relevant area within the profession.

Substantial experience in professional supervision and/or management in the relevant area.

Superior skills in coordinating a comprehensive program or services.

TASK

Develops appropriate policy in a specific area.

May conduct and set research and evaluation projects for the Department as required.

Provides high level consultation to the Department within specific professional areas,

Devises and manages training programs of professional relevance to psychologists

JUDGEMENT AND PROBLEM-SOLVING

Provide a psychological service in the most complex cases.

Applies policy and procedures independently in decision-making.

Exercises independent and expert judgement in making recommendations on implementation of policy and allocation of resources.

SUPERVISION AND INDEPENDENCE

May work in or lead a multi-disciplinary team.

May manage the implementation of state-wide psychological and behavioural programs delivered by multi-disciplinary teams.

May professionally supervise a team of skilled psychologists.

Provides leadership and professional supervision to all psychologists within designated area of responsibility.

Works with a high level of independence.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Consultancy, negotiation with other organisations on service provision/case management at a regional or area level.

Provides professional psychological advice to management.

Manages a larger multi-disciplinary team or several teams of psychologists.

High level liaison with relevant internal and external stakeholders.

PRINCIPAL PSYCHOLOGIST

A Principal Psychologist will have all of the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in Australia.

Must possess a post-graduate degree at the master's level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent: The Division Head may approve other appropriate degrees or experience for entry to this classification.

Substantial relevant clinical, supervisory and management skills.

Understands relevance of their discipline to the role of the Department.

Superior knowledge of research relevant to the service.

Possess significant expertise in the delivery and management of psychological services.

TASK

May conduct and set psychological research and evaluation projects for the Department as required.

Ensures the delivery and quality of psychological services provided throughout the Department.

Reviews programs and services across the Department.

High level policy advice on deployment of services and professional resources.

Provides strategic advice informed by up-to-date knowledge in the relevant area.

Oversees maintenance of professional standards in psychological practice.

JUDGEMENT AND PROBLEM-SOLVING

Strategic planning, negotiation with other organisations and Departments at a statewide level.

Authoritative advice to the organisation on psychological matters.

Significant strategic, policy or service delivery input at an organisational level.

SUPERVISION AND INDEPENDENCE

Provides leadership to all psychologists in the Department.

Works with a high level of independence.

Provides professional supervision of the Chief Psychologists and/or other senior classifications as deemed appropriate.

Ensures a high quality of professional supervision within the Department

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Represent the Department to external bodies, as required, in relation to psychological matters.
Provide high level advice to senior management of the Department and other key clients.

Has significant policy or service delivery influence at an organisational level.

High level liaison with relevant internal and external stakeholders.

5. Appointment and Progression

Appointment to the Chief or Principal Psychologist classification is subject to the occurrence of a vacancy in the relevant classification. Appointment to Senior Psychologist, Specialist Psychologist or Senior Specialist Psychologist is subject either to the occurrence of a vacancy in the relevant classification or to the following reclassification process:

- 5.1 An applicant for reclassification as a Senior Psychologist, Specialist Psychologist or Senior Specialist Psychologist is required to submit a written application detailing how he or she meets the characteristics for the higher classification as specified in clause 3 of this Award. The application must include a supporting reference from his or her professional supervisor.
- 5.2 The Classification Committee tests the application by peer professional review, against the relevant classification characteristics by way of formal interview.
- 5.3 The Classification Committee consists of:
 - (a) The departmental Principal or a departmental Chief Psychologist (or equivalent).
 - (b) A Human Resources Manager (or equivalent) as designated by the Department, and
 - (c) A Principal or Chief Psychologist or equivalent from another Department (to ensure equity of standards and process).
- 5.4 The Classification Committee makes a recommendation to the Department Division on whether or not to approve the reclassification.
- 5.5 An applicant for reclassification to the position of Senior Psychologist will have completed a minimum of one year at the 9th year of service point on the salary scale for a Psychologist.
- 5.6 An applicant for reclassification to the position of Senior Specialist Psychologist will have completed a minimum of one year at the 5th year of service on the salary scale for Specialist Psychologist (or a previously equivalent classification).
- 5.7 An applicant for reclassification to the position of Specialist Psychologist will have completed a minimum of one year at the 9th year of service of the Psychologists salary scale or the 3rd year of service of the Senior Psychologists salary scale unless the applicant has obtained a relevant Master's degree or higher.
- 5.9 An applicant can only make one application for reclassification to the same classification within a twelve month period.

6. Salaries

- 6.1 The annual salaries payable to employees covered by this Award are as set out in Table 1 - Salaries, of Part B of this Award.
- 6.2 The salary rates and allowance set at the date of commencement of this Award will increase in accordance with the Crown Employees (Public Sector - Salaries 2021) Award and any variation or replacement award.

- 6.3 Commencing salary and progression for psychologists are set out in Table 3 - Commencing Salary and Progression - Psychologists, of Part B of this Award.

7. Conditions of Employment

7.1 General Conditions

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

7.2 Professional Supervision

Provisional Psychologists will be provided with professional supervision in accordance with PsyBA guidelines as amended from time to time.

All psychologists' classifications will be provided with professional supervision to maintain competence in their area of practice through ongoing supervision in accordance with PsyBA guidelines.

7.3 Materials of Work

Appropriate rooms will be provided for conducting clinical interviews and/or assessments with clients/offenders to ensure psychologists are able to meet requirements, subject to occupational health and safety obligations, of auditory privacy and client confidentiality. In addition, the employer will provide ready access to appropriate test materials, including a set of relevant current psychometric instruments.

7.4 Professional Development

Psychologists will have appropriate and equitable access to professional training, education and conference attendance relevant to both the employer and employee in order that they may maintain competence through ongoing professional development in accordance with PsyBA guidelines. The Department will not unreasonably refuse requests by psychologists to attend relevant training, education and conferences. Attendance at approved training, education and conferences will be in accordance with the Staff Training and Development Clause of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* as amended from time to time.

8. Environmental Allowance

8.1 Environmental Allowance

Psychologists who have substantial regular and direct contact with offenders/clients in correctional centres operated by the Department of Communities and Justice or Youth Justice Centres will be paid the environmental allowance specified in Item 1 of Table 2, Environmental Allowance of Part B, Monetary rates. The allowance will be paid under the following conditions:

- (a) the work location is totally within a Correctional or Youth Justice Centre to attract full payment;
- (b) there must be regular, direct and substantial contact with offenders/clients;
- (c) the allowance can be paid on a pro-rata basis if the contact is not on a full time basis, i.e. 2 - 3 days attracts 50 per cent, 4 - 5 days attracts 100 per cent; and
- (d) offender/client contact is generally in a "supervisory" capacity i.e. contact is for professional purposes.

- 8.2 The environmental allowance will increase in accordance with the (Crown Employees (Public Sector - Salaries 2021) Award and any variation or replacement award.

9. Grievance and Dispute Settling Procedures

- 9.1 All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 9.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Division Head or delegate.
- 9.4 The immediate manager, or other appropriate officer, will convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 9.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Division Head.
- 9.6 The Division Head may refer the matter to the Industrial Relations Secretary for consideration.
- 9.7 If the matter remains unresolved, the Division Head will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 9.8 An employee, at any stage, may request to be represented by the Association.
- 9.9 The Association 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.
- 9.10 The employee, Association, Department and the Industrial Relations Secretary will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 8.1 to 8.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public

10. Anti-Discrimination

- 10.1 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.
- 10.2 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.

- 10.3 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.
- 10.4 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*; and
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 10.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes -

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

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

11. Area, Incidence and Duration

- 11.1 This Award will apply to employees as defined in clause 2, Definitions, of this Award.
- 11.2 This award replaces the following instruments insofar as they apply to those employees:
- (a) Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Justice - Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982 and Amending Agreement No. 2520 of 1989
 - (b) Psychologists - Department of Corrective Services PEO Determinations effective 12 March 1998 and 25 August 2000
 - (c) Clinical Neuropsychologist - Department of Corrective Services; Determination No.937 of 2004
 - (d) Psychologist-in-Charge, Department of Ageing, Disability and Home Care Determination No. 933 of 2004
- 11.3 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Psychologists) Award published 27 March 2020 (387 I.G. 512), as varied.

11.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 17 September 2021.

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

PART B

Table 1 - Salary Rates

Applying from the beginning of the first full pay period to commence on or after the dates in the column headings:

Psychologists		
Classification and Grade	1.7.20 Per annum 0.3% \$	1.7.21 Per Annum \$
Psychologist		
1st year	68,288	69,681
2nd year	71,983	73,451
3rd year	75,671	77,215
4th year	80,285	81,923
5th year	84,902	86,634
6th year	89,517	91,343
7th year	94,131	96,051
8th year	97,823	99,819
9th year and thereafter	101,511	103,582
Senior Psychologist		
1st year	107,050	109,234
2nd year	111,666	113,944
3rd year and thereafter	116,278	118,650
Specialist Psychologist		
1st year	97,823	99,819
2nd year	103,356	105,464
3rd year	108,896	111,117
4th year	114,433	116,767
5th year and thereafter	119,966	122,413
Senior Specialist Psychologist		
1st year	125,506	128,066
2nd year	129,196	131,832
3rd year and thereafter	132,891	135,602
Chief Psychologist		
1st year	139,317	142,159
Principal Psychologist		
1st year and thereafter	151,346	154,433

Table 2 - Environmental Allowance

Applying from the beginning of the first full pay period to commence on or after the dates in the column headings:

Item. No	Clause No.	Description	1.7.20 \$	1.7.21 \$
1	8	Environmental Allowance	3,126	3,190

Table 3 - Commencing Salary and Progression**Psychologists**

Provisional Psychologists will commence at year 1 of the scale for Psychologist and may progress by way of annual increment to year 2, subject to satisfactory conduct and services. Progression to year 3 will occur effective from the date of registration with the PsyBA/AHPRA. The date of registration will become the new annual increment date.

The Division Head may consider progression past year 2 up to year 3 only where there are extenuating circumstances which have prevented the Psychologist from achieving full registration within the standard 2 year period.

Provided that where a Psychologist has already met the criteria for full registration and is registered in accordance with the Psychologists Act 2001, he/she will commence at Year 3 of the scale for Psychologist, unless the Division Head otherwise approves a higher commencing salary.

Except for a Provisional Psychologist, progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 14, Increments, of Part 2, Conditions of Service of the Government Sector Employment Regulation 2014.

Senior Psychologists

A Senior Psychologist will commence at year 1 of the salary scale for Senior Psychologist unless the Division Head approves otherwise.

Psychologists promoted to this classification will enter at the salary for the Senior Psychologist classification that is immediately above the salary previously applying to that person as Psychologist unless the Division Head approves otherwise.

Progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 14, Increments, of Part 2, Conditions of Service of the Government Sector Employment Regulation 2014.

Specialist Psychologists

A Specialist Psychologist will commence at year 1 of the salary scale for Specialist Psychologist unless the Division Head approves otherwise.

Psychologists promoted to this classification will enter at the salary for the Specialist Psychologist classification that is immediately above the salary previously applying to that person as Psychologist or Senior Psychologist unless the Division Head approves otherwise.

Progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 14, Increments, of Part 2, Conditions of Service of the Government Sector Employment Regulation 2014.

Senior Specialist Psychologist

A Senior Specialist Psychologist will commence at year 1 of the salary scale for Senior Specialist Psychologist unless the Division Head approves otherwise.

Psychologists promoted to this classification will enter at the salary for the Senior Specialist Psychologist classification that is immediately above the salary previously applying to that person as Psychologist, Senior Psychologist or Specialist Psychologist unless the Division Head approves otherwise.

Progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 14, Increments, of Part 2, Conditions of Service of the Government Sector Employment Regulation 2014.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (RESEARCH SCIENTISTS) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 179088 of 2021)

Before Commissioner Sloan

13 September 2021

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

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Classification as a Research Scientist
4.	Salaries
5.	Increments and Progression
6.	Calculation of Service
7.	Anti-Discrimination
8.	Grievance and Dispute Settling Procedures
9.	Relationship to Other Awards
10.	No Extra Claims
11.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table. 1 - Salaries

1. Title

This Award shall be known as the Crown Employees (Research Scientists) Award2007.

2. Definitions

"Agency" means a Public Service Agency as listed in Schedule 1 of the *Government Sector Employment Act 2013*.

"Agency head" means a person who is the Secretary of a Department or the head of another Public Service agency listed in Schedule 1 of the *Government Sector Employment Act 2013*.

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

"Committee" means the Research Scientist Classification Committee convened by the Public Service Commissioner.

"Industrial Relations Secretary" means the person, within the meaning of the *Government Sector Employment Act 2013*, who is for the purposes of any proceedings relating to Public Service employees held before a

competent tribunal having jurisdiction to deal with industrial matters, taken to be the employer of Public Service employees.

"Employee" means all persons employed in an ongoing, term or temporary basis subject to Part 4 of the *Government Sector Employment Act 2013*.

"Guidelines" means the 'Research Scientist Classification Policy and Guidelines' issued from time to time by the Public Service Commissioner.

"Public Service Commissioner" is as defined in the *Government Sector Employment Act 2013*.

"Service" means continuous service worked within the classification as set out in this Award.

3. Classification as a Research Scientist

- (a) The Public Service Commissioner on recommendation of the Committee, approves the classification of public sector employees as Research Scientists under this Award.
- (b) The Committee makes recommendations regarding the entry to, continuation in, progression and regression in, and cessation from the levels within the Research Scientists classification, namely Research Scientist, Senior Research Scientist, Principal Research Scientist or Senior Principal Research Scientist.
- (c) The Committee makes these recommendations in accordance with the criteria contained in the Guidelines.

4. Salaries

- (a) This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2021) Award and salaries payable to employees will be in accordance with that award or any award replacing it. The salary rates for the levels of Research Scientist, Senior Research Scientist, Principal Research Scientist and Senior Principal Research Scientist set out in Table 1 of Part B, Monetary Rates, of this Award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2021) Award or any award replacing it.
- (b) An employee temporarily employed under the provisions of Part 4 of the *Government Sector Employment Act 2013* is paid the weekly equivalent of the annual salary prescribed in Table 1 - Salaries.
- (c) The salaries of employees covered by this Award are adjusted to the appropriate rate prescribed by this Award on the basis of years of service. Employees are deemed to have the years of service indicated by the salary received under the scale in force immediately prior to the operative date of this Award.

5. Increments and Progression

- (a) In accordance with clause 14, Increments of Part 2, Government Sector Employment Regulation 2014, the payment of an increment is subject to the satisfactory conduct of, and the satisfactory performance of duties by, the employee as determined by the appropriate agency head.
- (b) Progression beyond efficiency barriers, and to the levels of Senior Research Scientist, Principal Research Scientist and to Senior Principal Research Scientist is approved by the Public Service Commissioner on recommendation by the Committee in accordance with the Guidelines.

6. Calculation of Service

In calculating years of service for the purpose of this Award, the following periods are not taken into account:

- (a) Any period where an increment is refused in accordance with clause 14, Increments, of Part 2, Government Sector Employment Regulation 2014.

- (b) Any leave of absence without pay exceeding five days in any incremental year;
- (c) Any period necessary to give full effect to a reduction in salary imposed under sections 68 and 69 of Part 5, of the *Government Sector Employment Act 2013*.

7. Anti-Discrimination

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

NOTES -

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

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

8. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes relating to the provisions of this Award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate agency, if required.
- (b) 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.
- (c) 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 will occur to the next appropriate level of management, including, where required, to the agency head or Delegate.

- (d) The immediate manager, or other appropriate officer, will 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.
- (e) 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 will respond within two working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the agency head.
- (f) The agency head may refer the matter to the Industrial Relations Secretary, for consideration.
- (g) If the matter remains unresolved, the agency head will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (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 agency head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (j) The employee, Association, agency and Industrial Relations Secretary will agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (k) While the procedures outlined in subclauses (a) to (k) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

9. Relationship to Other Awards

Employees are entitled to the conditions of employment provided by this Award, the *Government Sector Employment Act 2013*, and the *Government Sector Employment Regulation 2014*. The provisions of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and *Crown Employees (Public Sector - Salaries2021) Award* or any replacement award, also apply to employees covered by this Award, except where specifically varied by this Award or some other award.

10. No Extra Claims

The no extra claims clause (clause 8) contained in the *Crown Employees (Public Sector - Salaries2021) Award* will apply to employees covered by this award.

11. Area, Incidence and Duration

- (a) This Award applies to employees defined in clause 2, Definitions.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Research Scientists) Award 2007* published 1 November 2019 (385 I.G. 759), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 17 September 2021..

Changes made to this award subsequent to it first being published on 6 July 2007 (362 I.G. 1076) have been incorporated into this award as part of the review.

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

PART B

MONETARY RATES

Table 1 - Salaries

Salaries for classifications covered by this Award are adjusted by the Crown Employees (Public Sector - Salaries2021) Award (or its replacement) and are found in the salary tables attached to that award

Classification Levels	Rates of Pay as at 1.7.20 Per Annum \$	Rates of Pay as at the first full pay period on or after 1.7.21 Per Annum 2.04% \$
Research Scientist -		
1st year of service	95457	97404
2nd year of service	100356	102403
3rd year of service	105634	107789
4th year of service	110011	112255
Efficiency Barrier		
5th year of service	115362	117715
6th year of service	120044	122493
7th year of service	124786	127332
Senior Research Scientist -		
1st year of service	127224	129819
2nd year of service	131039	133712
3rd year of service	135071	137826
Efficiency Barrier		
4th year of service	139246	142087
5th year of service	143800	146734
Principal Research Scientist -		
1st year of service	148578	151609
2nd year of service	151978	155078
3rd year of service	155836	159015
Senior Principal Research Scientist -		
1st year of service	167071	170479
2nd year of service	179224	182880
Efficiency Barrier		
3rd year of service	194495	198463

D. SLOAN, *Commissioner*

SERIAL C9349

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA21/08 - Port Stephens Council Enterprise Agreement 2022**

Made Between: Port Stephens Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Development and The Environmental Professionals' Association; and The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA21/06

Approval and Commencement Date: Approved 28 September 2021 and will commence 1 July 2022.

Description of Employees: The agreement applies to all Employees employed by the Port Stephens Council and employees of committees of Council established under the Local Government Act 1993, with the exception of Group Managers and the General Manager, located at 116 Adelaide Street, Raymond Terrace NSW 2324, who fall within the coverage of the Local Government (State) Award 2017 and the Local Government (Electricians) (State) Award.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.