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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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CROWN EMPLOYEES (AUDIT OFFICE) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 182 of 2014)

Before Commissioner Newall

25 July 2014

VARIATION

1. Delete subclause 5.4 of clause 5, Basis of Employment and Remuneration, of the award published 10 August 2012 (373 I.G. 1102) and insert in lieu thereof the following:
 - 5.4 Variations to Remuneration Bands
 - (a) From the beginning of the first pay period to commence on or after 1 July 2013, the remuneration bands will be increased by 2.27% as set out in Part B, Table 1 and 2.
 - (b) From the beginning of the first pay period to commence on or after 1 July 2014, the remuneration bands will be increased by 2.27% as set out in Part B, Table 1 and 2.
2. Delete Part B, and insert in lieu thereof the following:

PART B**Table 1 - Remuneration Bands**

Effective from the beginning of the first pay period to commence on or after 1 July 2014

Classifications	1 July 2013 to 30 June 2014		1 July 2014 to 30 June 2015	
	Minimum \$	Maximum \$	Minimum \$	Maximum \$
Audit Professional Level A	35,612	91,384	36,420	93,458
Audit Professional Level B	86,009	128,174	87,961	131,084
Audit Professional Level C	120,950	169,893	123,696	173,750
Corporate Professional Level A	86,427	121,145	88,389	123,895
Corporate Professional Level B	103,981	161,068	106,341	164,724
Corporate Professional Level C	153,951	187,225	157,446	191,475
Corporate Administrative Level 1	40,056	50,213	40,965	51,353
Corporate Administrative Level 2	48,068	60,593	49,159	61,968
Corporate Administrative Level 3	57,884	74,020	59,198	75,700
Corporate Administrative Level 4	70,636	89,479	72,239	91,510

Table 2 - Audit Professional Level A Pay Points

1 July 2013 to 30 June 2014					
	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4	Pay Point 5
	\$	\$	\$	\$	\$
Level 1	35,612	38,434	43,004	49,724	
Level 2	55,098	59,801			
Level 3	64,506	69,881	75,257		
Level 4	77,944	81,976	86,009	88,694	91,384

1 July 2014 to 30 June 2015					
	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4	Pay Point 5
	\$	\$	\$	\$	\$
Level 1	36,420	39,306	43,980	50,853	
Level 2	56,349	61,158			
Level 3	65,970	71,467	76,965		
Level 4	79,713	83,837	87,961	90,707	93,458

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

3. This variation shall take effect from the first full pay period commencing on or after 1 July 2014.

P. J. NEWALL, Commissioner

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CROWN EMPLOYEES (POLICE OFFICERS - 2014) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Police Force.

(No. IRC 464 of 2014)

Before Commissioner Newall

3 July 2014

AWARD**PART A**

Clause No. Subject Matter

1. Arrangement

PART A.

1. Arrangement

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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 except as outlined in subclauses 2.2 and 2.3.
- 2.2 Federal legislation currently provides for the following scheduled increases to the minimum employer superannuation contribution: 0.25 % from 1 July 2014; 0.5% from 1 July 2015 and 0.5 % 1 July 2016. Should the federal government defer, in full or in part the scheduled increases in the minimum employer superannuation contributions outlined above, the parties will seek a consent variation to this Award to increase salaries and salary related allowances in accordance with the Wages Policy and the NSW Government's commitment that Officers will receive not less than 2.5% increases in remuneration per annum for the duration of the Award and they will be treated no less favourably than any other NSW Government sector employee as a result of any change to the minimum employer superannuation contribution.
- 2.3 Should the legal interpretation of the question of including superannuation increases in remuneration increases in the Re Crown Employees Wages Staff (Rates of Pay Award 2011) & ORS (2013) NSWIR Comm 53 change, with the result that the increases in the minimum employer superannuation contribution referred to in subclause 2.2 are not included in the increases in remuneration referred to in subclause 2.2, the consequences will be addressed by the parties by way of a consent variation to this Award, in accordance with the Wages Policy, the Industrial Relations (Public Service Conditions of Employment) Regulation 2014 and the NSW Government's commitment that Officers will receive not less than 2.5 % increases in remuneration per annum for the duration of the Award and they will be treated no less favourably than any other NSW government sector employee as a result of any change to the minimum employer superannuation contribution.
- 2.4 The terms of the preceding paragraphs 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 shall 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 shall 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 shall 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 shall 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 herein shall 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 deduction may include, but is not limited to, compulsory superannuation payment, HECS 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 shall be known as a Salary Packaging Agreement.
- 8.6 Except in accordance with subclause 8.10 to 8.14, a Salary Packaging Agreement shall be recorded in writing and shall 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 reduced 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 shall 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 shall 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 shall 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 clause 8.10, the Commissioner shall 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 First 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 shall 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 shall be deducted and forwarded directly to the Association on a fortnightly basis.

10. Travelling Allowances

10.1 The Commissioner shall 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 shall 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 shall 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 shall 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 shall have that allowance reduced by 50% provided that the reduced allowance paid to officers located in Broken Hill shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall be paid a pro rata of the relevant full time salary based on the following formula:

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

- 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 shall generally be calculated on a pro rata basis in accordance with the average weekly hours worked.
- 13.5 Increments for part time officers shall 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 s87 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 shall 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, 2008.

16. Applications for Leave

- 16.1 An application by an officer for leave under this Section shall be made to and be dealt with by the Commissioner. For the purpose of this Section any reference to the Commissioner shall 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 qualifies for 3 or more additional working days leave in accordance with subclause 17.5 and is regularly rostered to work shift work on Sundays and Public Holidays.
- 17.3 Annual leave shall 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, shall 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 shall, 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 shall be deemed to be an ordinary shift worked on a Sunday or Public Holiday.
- 17.5.2 A qualifying period shall mean the period commencing 12 months from 1 December each year.
- 17.6 An officer shall 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 Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day or Boxing Day are publicly observed.
- 17.7 At least 2 consecutive weeks annual leave shall be taken by an officer every 12 months except where an officer has insufficient leave to credit.
- 17.8 Each officer shall 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 shall notify an officer in writing when the projected accrual of leave within any 12 month period will exceed 342 working hours and the officer shall (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 shall take into account the wishes of the officer in respect of the rostering of annual leave, but shall 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 shall 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 shall 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 51 Police Regulation 2008 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 51 (3) of Police Regulation 2008.
- 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, 2008.

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 subclause 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 shall be debited by 38 hours and the officer shall 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) shall 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 shall 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 shall 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 shall, 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, 2008.

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 shall 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 shall 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) shall 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 Recredit 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 recredited and have their sick leave debited accordingly. Such recredited 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 shall 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 recredited 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 sub-paragraph 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 shall 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 shall, 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 shall, 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 shall 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 shall 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, shall 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 shall be granted without pay.

23. Parental Leave

- 23.1 Parental Leave shall 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, shall 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 sub clause 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 shall 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 shall 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 shall 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 shall 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 shall, 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 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 shall 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) shall 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 paragraph 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 shall 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 shall 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 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 shall 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 2008, 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 shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

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 shall 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 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 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 shall 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 63, Competency Based Incremental Progression (Non-Commissioned Officers), of this Award, a Non-Commissioned Officer (other than Detectives and Police Prosecutors) shall, 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 63, "Competency Based Incremental Progression" (Non-Commissioned Officers), of this Award, a Detective shall, 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 shall 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 sub clause 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 year's service on level 6) shall, 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 shall retain their existing increment date.
- 38.4 A Non-Commissioned Officer who ceases to be a Detective shall 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 Director, Corporate 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 shall, 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 shall 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) shall, 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 shall retain their existing increment date.
- 39.4 A Non Commissioned Officer who ceases to perform duty in the Police Prosecutions Command shall 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 shall, 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 shall be subject to provisions duly agreed between the Commissioner and the Association. The revocation of the appointment of a Leading Senior Constable shall 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 shall 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 shall 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 sub clause 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, shall 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 shall be the date of taking up duty in the new appointment, and such officer shall 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 shall 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 shall 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 shall 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, Special Services Group

Tactical Airborne Technician, Technical Surveillance Operative, Police Aviation Support Branch, Special Services Group

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.

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 Services Group

Master Class V, Marine Area Command

Incident Reconstruction Operative, Forensic Services Group

STIB Operative, State Technical Investigation Branch, Special Services Group

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

Grade 3

Crime Scene Examiner, Forensic Services Group

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

Document Examiner, Forensic Services Group

Finger Print Technician, Forensic Services Group

Firearms/Ballistics Examiner, Forensic Services Group

Operative, Tactical Operations Unit, State Protection Group

Rescue/Bomb Operator State Protection Group

Criminal Profiler, Practitioner, Crime Faculty

Electronic Evidence Officer, State Electronic Evidence Branch, Special Services Group.

Grade 4

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

- 42.3 Any Non-Commissioned Officer classified as a Detective or a Police Prosecutor, as defined in clause 3, Definitions, shall 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 shall 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, shall 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 shall 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. Professional/Academic Qualification Allowance

45.1 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 shall, 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.

45.2 Non-Commissioned Officers shall only be entitled to the payment of one allowance, namely the highest, depending upon the qualification held.

45.3 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 shall only apply to Non-Commissioned Officers of and below the rank of Senior Constable who hold vocationally relevant degrees provided that:

45.3.1 Vocational relevance will be at the discretion of the Tertiary Scholarship Review Committee;

45.3.2 Relevant degrees will not include degrees achieved under any program whereby the New South Wales Police Force meets the course fees and/or HECS (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;

45.3.3 Payment of the Professional/Academic Qualification Allowance shall cease when a Non-Commissioned Officer achieves their first merit-based promotion.

45.3.4 Payment of the Professional/Academic Qualifications Allowance shall 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.

46. Special Operations Allowance

46.1 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.

46.2 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.

47. On Call Allowances

47.1 "On Call" shall 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 shall 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.

47.2 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 therein and/or thereon and provide garage, or other reasonable parking facilities therefore having regard to its size, such officer shall be paid for each 24 hours or part thereof at the rate specified in Table 12, Vehicle Care.

47.3 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 47.1 above, shall be paid the appropriate allowance as set out in Table 12 - On-Call Allowances (Non-Commissioned Officers) of PART B, Monetary Rates.

- 47.4 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 shall 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.

48. Hours of Duty

- 48.1 The ordinary hours of duty for all Non-Commissioned Officers exclusive of meal breaks shall not exceed, on average, 38 hours per week and shall be worked from Sunday to Saturday inclusive.
- 48.2 The 38 hour week shall 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.
- 48.3 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.
- 48.4 Non-Commissioned Officers shall be entitled to two (2) rest days in each seven calendar days, or four rest days in each fourteen (14) calendar days.
- 48.5 Rosters shall 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.
- 48.6 Rosters shall be arranged as far as practicable to give at least seven (7) days notice of the particular day or days to be allotted as rest days.
- 48.7 A Non-Commissioned Officer shall, 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. 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 shall be paid at the overtime rate specified in clause 51 of this Award for the performance of duty on that shift in lieu of being granted an alternate rest day.
- 48.8 The roster of each Non-Commissioned Officer shall, 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 shall be paid at the rate of time and one half (i.e. half time in addition to ordinary rate). Provided further that this subclause shall not apply to the day of changeover from cycles of rostered shifts.
- 48.9 Non-Commissioned Officers shall not be directed to work broken shifts.

49. Shift Allowance

- 49.1 A Non-Commissioned Officer who works a full shift shall 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%

49.2 The allowance prescribed in subclause 49.1 above shall 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 49.1 above.

H = Number of ordinary hours in the shift.

- 49.3 For the purpose of making a claim for payment, the shifts attracting a 10% allowance shall be known as a "C" shift; the shifts attracting an allowance of 15% shall be known as an "A" shift; and the shifts attracting an allowance of 17.5% shall be known as a "B" shift.
- 49.4 A Non-Commissioned Officer shall 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.
- 49.5 A Non-Commissioned Officer who, because of the operation of subclause 51.7, Overtime works only part of a shift specified in the above table, shall be entitled to the full allowance prescribed for such shift.

50. Meals

- 50.1 A Non-Commissioned Officer shall be allowed an unbroken period of not less than thirty minutes each shift for meals.
- 50.2 A Non-Commissioned Officer shall 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, shall be a paid crib break of no more than 20 minutes duration.
- 50.3 A Non-Commissioned Officer who actually incurs expense in purchasing a meal:
- 50.3.1 when they have worked more than one half hour beyond the completion of a rostered shift or;
- 50.3.2 where they have performed duty at a place where no reasonable facilities were available for partaking of a meal; or
- 50.3.3 where they are performing escort duty and cannot carry a meal;

shall 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 shall be entitled to a refund of amounts actually paid upon production of receipts.

51. Overtime

- 51.1 All overtime worked by a Non-Commissioned Officer outside of the ordinary hours of work prescribed by clause 48 Hours of Duty, shall 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 62, Public

Holidays, shall 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 51.5, in computing overtime, each day's work shall stand alone.

- 51.2 Overtime shall be calculated to the nearest quarter hour provided that periods of less than a quarter hour shall not be counted.
- 51.3 Overtime for Non-Commissioned Officers shall 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.
- 51.4 In lieu of the provisions of sub-clause 51.3 above;
- 51.4.1 overtime for Detectives shall 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
- 51.4.2 overtime for Police Prosecutors shall 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
- 51.5 Time spent travelling shall 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.)
- 51.6 Approval to work overtime shall be obtained from the appropriate delegated officer at the time, or where this is not feasible, the circumstances shall be reported at the first available opportunity to the appropriate officer who shall, if the working of overtime was justified, certify that the work was necessarily performed.
- 51.7 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 shall 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 shall 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 shall 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 shall 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.

- 51.8 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 shall count for the determination of the payment of double time.

52. Recall to Duty

52.1 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;

52.1.1 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

52.1.2 in the case of a Non-Commissioned Officer directed or rostered on call, as defined in subclause 47.1, 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 52.1.2 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 equipped to carry specialised weapons.

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 52.1.2 when it is used solely as transportation to and from the recall.

52.2 A Non-Commissioned Officer recalled to duty shall be paid, subject to subclause 51.7, 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 51.1, Overtime for each time they are recalled, except where such duty is continuous with the commencement of the next rostered shift.

52.3 A Non-Commissioned Officer recalled to duty within three hours of the commencement of the next rostered shift shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such shift.

52.4 The minimum period for the payment of overtime worked specified in subclause 51.2, Overtime shall not apply to entitlements under this clause.

52.5 A Non-Commissioned Officer who performs the duty for which they are recalled within the minimum period of three hours shall not be required to undertake any additional duty for the remainder of the three hour period.

52.6 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 shall, in addition to payment for the recall to duty, be compensated at the rate specified for travelling time in clause 58, Travelling Time for any period of travel exceeding one hour.

52.7 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:

52.7.1 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

52.7.2 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.

52.8 Recall During Annual and Extended Leave

52.8.1 A Non-Commissioned Officer recalled to duty during any period of annual or extended leave may elect to be recredited 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 shall 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.

52.8.2 Time worked in excess of eight hours on any recall to duty during annual or extended leave shall be compensated at the rate of double time.

52.8.3 Travelling time incurred in any recall to duty from annual or extended leave which falls outside the minimum eight hours granted under paragraph 52.8.1 above shall be compensated at the rate of ordinary time.

52.9 Recall on Public Holiday

A Non-Commissioned Officer recalled to duty on a public holiday shall be paid in accordance with subclause 52.2 above.

52.10 Recall on Rest or Recurrent Leave Day

A Non-Commissioned Officer recalled to duty on a rest or recurrent leave day may elect:

52.10.1 to be compensated for such recall in accordance with this clause; or

52.10.2 to be rostered to commence a normal flexible shift from the time of recall payable at the overtime rate specified in subclause 51.1, Overtime in lieu of being recredited with an alternate rest or recurrent leave day.

53. Court Attendance Between Shifts

53.1 A Non-Commissioned Officer recalled to duty to attend court shall be compensated in accordance with clause 52, Recall to Duty.

53.2 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 shall be paid:

53.2.1 at the overtime rate specified in subclause 51.1, Overtime for the period between the termination of the shift and the completion of duty at court less meal break; and

53.2.2 a meal allowance at the appropriate rate.

53.3 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:

53.3.1 at the overtime rate specified in subclause 51.1, 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

53.3.2 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.

54. Lockup Keepers' or Sole Detective's Recall

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

- 54.1 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.
- 54.2 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.
- 54.3 The provisions of subclauses 54.1 and 54.2 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.
- 54.4 Where a recall to duty mentioned in subclauses 54.1, 54.2 and 54.3 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.
- 54.5 A Non-Commissioned Officer will be paid for a minimum of three hours, subject to subclause 51.7, Overtime, at the overtime rate specified in subclause 51.1, 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.
- 54.6 Where the recall to duty mentioned in subclause 54.5 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 51.1, Overtime from the time of recall to the time of commencement of such shift.
- 54.7 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:
- 54.7.1 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
- 54.7.2 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 54.1 shall also apply in the case of multiple telephone/door calls.
- 54.8 The provision of subclauses 52.2, 52.3, 52.7, 52.9, Recall to Duty, shall not apply to this clause. Provided that the provisions of paragraphs 52.8.1 and 52.8.3 shall only apply in the case of recalls which attract a minimum of 3 hours payment.

55. On Call Detectives Recall

A Non-Commissioned Officer performing duty as an on call Detective shall be compensated for recalls to duty as follows;

- 55.1 A Non-Commissioned Officer engaged as an on call Detective, as provided in subclause 47.1, 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.
- 55.2 Where the recall mentioned in subclause 55.1 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.
- 55.3 Where the recall mentioned in subclause 55.1 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.
- 55.4 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;
- 55.4.1 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
- 55.4.2 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.
- 55.5 For the purpose of this clause an On Call Detective shall mean a Non-Commissioned Officer who is a designated Detective and permanently appointed to criminal investigation duty. It shall 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.
- 55.6 An On Call Detective shall 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.
- 55.7 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 shall be paid in accordance the provisions of this clause for all time spent travelling in connection with the recall. Such payment shall be in lieu of any entitlement under clause 52, Recall to Duty.

56. On Call Telephone Recall (Other Than Detectives)

- 56.1 A Non-Commissioned Officer placed on call, as provided in subclause 47.1, On Call Allowance, will be provided time off in lieu at the overtime rate prescribed at clause 51 Overtime, when that officer is recalled to answer duty related telephone or door calls whilst rostered on call.
- 56.2 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 shall be paid in accordance the provisions of this clause for all time spent travelling in connection with the recall. Such payment shall be in lieu of any entitlement under clause 52, Recall to Duty.

57. Penalty Provisions Not Cumulative

- 57.1 Where two or more penalty and/or overtime provisions could apply in a particular situation, the New South Wales Police Force shall be bound to pay only one of such provisions. Where the provisions are not identical, the higher or highest, as the case may be, shall apply. Provided further that the Public Holiday penalty payable to Non-Commissioned Officers in accordance with subclause 62.1 shall be paid in addition to any shift allowance that may be payable in accordance with subclauses 49.1 and 49.4, Shift Allowances.

58. Travelling Time

- 58.1 Travelling time for Non-Commissioned Officers shall 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.
- 58.2 Travelling time shall 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.
- 58.3 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:
- 58.3.1 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).
- 58.3.2 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).
- 58.4 Travelling time will not apply in respect of:
- 58.4.1 Any period of travel during the rostered shift of a Non-Commissioned Officer or any period during which overtime accrues.
- 58.4.2 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 shall be compensated in terms of subclause 58.1 above.
- 58.4.3 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.
- 58.4.4 Any period of travel by a Non-Commissioned Officer proceeding on transfer, temporary transfer or interchange duty.
- 58.4.5 Any period of travel by a Non-Commissioned Officer recalled to duty in terms of subclause 52.1, 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 shall be paid at ordinary time rates for all time spent travelling in connection with such recall in excess of one hour.
- 58.4.6 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.
- 58.4.7 Any period between the arrival of a Non-Commissioned Officer at their destination or a place on 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 58.1 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.

- 58.5 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 shall be compensated by payment at the travelling time rate, as specified in subclause 58.1.
- 58.6 A Non-Commissioned Officer travelling in accordance with subclause 58.5 above shall 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.

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

- 59.1 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 51 Overtime, or Clause 58 Travelling Time.
- 59.2 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.
- 59.3 Time off in lieu shall be calculated at the same rate that would have applied to the payment of overtime and travelling time in terms of clauses 51 and 58.
- 59.4 Time off in lieu shall 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.
- 59.5 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.
- 59.6 Unless otherwise approved by the Commissioner, the maximum amount of time off in lieu accrued by a Non-Commissioned Officer shall 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 shall be approved until a suitable reduction has been made to the total time off in lieu entitlement.

60. Relieving Duty

- 60.1 Any constable relieving a Sergeant or Senior Sergeant for not less than 1 week during such period performing the duties of the relieved officer shall 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.
- 60.2 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 shall 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.
- 60.3 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 shall 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
- 60.4 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 shall 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.

- 60.5 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 shall 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.
- 60.6 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 shall 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
- 60.7 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, shall 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.
- 60.8 Provided that:
- 60.8.1 these provisions shall 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;
- 60.8.2 for the purpose of this provision a week shall mean a period of 7 consecutive calendar days inclusive of any rest or recurrent leave days rostered during that period;
- 60.8.3 periods of less than 1 week shall not be taken into account.
- 60.9 A Non-Commissioned Officer permanently assigned by the Commissioner to duties of a rank or position higher than their own shall continue to be paid the allowance prescribed in this clause whilst the Non-Commissioned Officer is on leave.

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

- 61.1 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 shall 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.
- 61.2 Payment of the allowance referred to at subclause 61.1 above will commence from the end of the six month period.
- 61.3 A Non Commissioned Officer who during a period of relief at subclause 61.1, is permanently appointed to a Criminal Investigation position, will have their increment backdated from the commencement of the continuous period of relief.
- 61.4 Any period of relief to which subclause 61.1 applies which is continuous with the commencement of this award will count for the purpose of subclause 61.1 and 61.3.

62. Public Holidays

- 62.1 Non-Commissioned Officers required to work on the days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, 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, shall be paid at the rate of time and one half (i.e. half time in addition to ordinary rate).

- 62.2 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, shall 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 51.1 of this Award.

63. Competency Based Incremental Progression

- 63.1 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 shall be based on:

63.1.1 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

63.1.2 compliance with the competency requirements specified in this clause.

- 63.2 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 therein.

- 63.3 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 shall include but not necessarily be limited to:

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

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

63.3.3 the provision of remedial training where necessary.

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

- 63.5 Competency Requirements

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

63.5.1 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.

63.5.2 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 shall 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 New South Wales Police Medical Branch for assessment as to their fitness and development of a remedial program. Such a program shall 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 shall 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 shall 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 shall undertake a driver development program. Failure to gain driver status at the end of the program shall 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 shall 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 shall be provided with further training on the COPS system, which is specific to their new area of deployment.

63.5.3 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 shall be developed by the Commissioner in consultation with the Association. MCPE programs shall 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 shall not have their incremental progression deferred as a consequence of not meeting their MCPE obligations.

63.5.4 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 shall 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 shall 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 shall have their increment deferred until such time as the test is passed.

63.5.5 Performance Management Scheme

An appropriate performance management scheme relevant to rank shall 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 poor performer's scheme.

If, at the conclusion of the poor performer's scheme a Non-Commissioned Officer has not satisfied the requirements of the scheme, their incremental progression shall be deferred by the period taken to satisfy the scheme.

63.6 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 shall be concurrent not cumulative. That is, the competency taking the longest period to satisfy, of any competencies shall be the period of deferral of incremental progression.

63.7 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 poor performers 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.

63.8 Requirements for Progression Through the Various Ranks and Grades

63.8.1 Progression to Constable Level 2 (Confirmation)

Progression to Constable Level 2 increment shall 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, 2008.
- (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.

63.8.2 Progression to Constable Levels 3, 4, and 5

Progression to Constable Levels 3, 4, and 5 shall 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 shall be deferred in accordance with the provisions of this clause.

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

Progression beyond Constable Level 5 and for promotion to Senior Constable shall 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 15 and 16 of the Police Regulation 2008.

63.8.4 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 shall 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.

63.9 Effect of Any Deferral of Incremental Progression

63.9.1 The period of deferral of an increment shall 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.

63.9.2 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.

63.10 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, shall 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 shall be required to demonstrate or achieve the required level of skill in the excused competency.

Such Non-Commissioned Officer shall 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 shall be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this sub clause shall be the first increment occurring after the 6 month period.

63.11 Part-time Non-Commissioned Officers

Non-Commissioned Officers working under a part-time arrangement shall 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.

63.12 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 shall 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 shall 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 shall be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this sub clause shall be the first increment occurring after the 6 month period.

63.13 Effect of suspension.

63.13.1 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.

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

63.13.3 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.

63.13.4 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.

63.13.5 Where an officer does not achieve incremental progression in accordance with subclause 63.13.4, 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.

63.13.6 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.

63.13.7 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.

63.14 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.

63.15 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 shall 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.

63.16 Leading Senior Constables

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

- 63.16.1 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 shall suffice for the requirements of paragraph 63.5.4.
- 63.16.2 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.

63.17 Sergeants/Senior Sergeants

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

- 63.17.1 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.
- 63.17.2 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.

63.18 Detectives

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

- 63.18.1 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.
- 63.18.2 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 shall 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.
- 63.18.3 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.

63.19 Police Prosecutors

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

63.19.1 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 shall 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.

63.19.2 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.

64. Provision of Uniform

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

64.2 Initial Issue

64.2.1 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 shall 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)	Trousers cargo	Three (3)	Trousers 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	One (1)	Hat police woman
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)	Velcro inner belt	One (1)	Velcro inner belt
One (1)	Outer belt straight	One (1)	Outer belt curved
One (1)	Capsicum spray carrier	One (1)	Capsicum spray carrier
One (1)	Glock magazine carrier	One (1)	Glock 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)	Leather baton ring	One (1)	Leather baton ring
One (1)	Leather torch ring	One (1)	Leather torch ring
One (1)	Expandable baton holder	One (1)	Expandable baton holder
One (1)	Primary Glock holster	One (1)	Extended long shank Glock holster
One (1)	Cap badge	One (1)	Cap badge
One (1)	Identification badge	One (1)	Identification badge
One (1)	Identification wallet	One (1)	Identification wallet
One (1)	Identification backing	One (1)	Identification backing
Two (2)	Epaulette	Two (2)	Epaulette

64.2.2 In addition to the above items Non-Commissioned Officers shall, on request be supplied, with
a broad brim hat

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

64.3 Western Areas - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 64.2 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 trousers cargo

one (1) pair trousers L/W navy.

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

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 64.2 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	Mendooran	Wagga Wagga - HWP
Comboyne	Merimbula	Walla Walla
Condobolin	Merriwa	Warialda
Coolah	Michelago	Wallendbeen
Coonabarabran	Mittagong	Wellington
Corowa	Moonan Flat	Werris Creek
Cowra	Moss Vale	Windsor
Culcairn	Mudgee	Willow Tree
	Murrurundi	Woodstock
		Yetman
		Young

will be provided with:

one (1) pair gloves

four (4) pairs winter weight socks

64.5 Cold Climate Areas (Category 2)

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 64.2 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 gloves

four (4) pairs winter weight socks

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

64.6 Alpine Areas - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 64.2 of this subclause, Non-Commissioned Officers performing uniform duties in the Stations of: -

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

will be provided with:

one (1) pair winter gloves

four (4) pairs winter 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

64.7 Annual Issue

All uniformed Non-Commissioned Officers shall be issued, in their second and subsequent years of service, with seven (7) pairs of socks, which will include four (4) pairs of winter weight socks when attached to the areas specified in subclauses 64.4, 64.5 and 64.6 of this clause.

64.8 Stocking Allowance

A female Non-Commissioned Officer who chooses to perform duties in culottes shall 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 shall be subject to the production of receipts, unless the Commissioner is prepared to accept other evidence from the officer.

This clause shall 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.

64.9 Plain Clothes Allowance

Non-Commissioned Officers (other than Detectives and Police Prosecutors) required to perform duty in plain clothes shall 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) shall not be entitled to a Plain Clothes Allowance).

64.10 Plain Clothes Allowances shall 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.

64.11 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:

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

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

64.11.3 suspended from office.

64.12 Condemnation

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

64.13 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.

64.14 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.

65. Air Travel

- 65.1 Non-Commissioned Officers escorting prisoners in aircraft shall be in the ratio of at least one to one. The maximum number of persons in custody being carried in any one aircraft shall be two.
- 65.2 Non-Commissioned Officers required to travel in aircraft in the course of their duty, and prisoners and patients under escort shall be insured under the provisions of the New South Wales Treasury Managed Fund.

66. Lockers

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

67. Work of a Menial Nature

- 67.1 Non-Commissioned Officers shall not be required to perform cleaning or similar work.

Section 5 - Commissioned Officers

68. Salaries

- 68.1 Subject to the Police Act, 1990, and Regulations and any requirements thereunder and to the provisions of clause 72, "Competency Based Incremental Progression" (Commissioned Officers) of this Award, a Commissioned Officer shall, 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.
- 68.2 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.
- 68.3 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.

69. Hours of Duty

- 69.1 The ordinary hours of duty for all Commissioned Officers shall be an overall average, of 38 hours per week.
- 69.2 Consistent with the provisions of subclause 68.3, Salaries, any additional duty required to be performed outside of ordinary hours of duty shall attract no additional remuneration.
- 69.3 Commissioned Officers whose performance of work is not subject to regular shift rostering practices shall 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 shall manage their own time subject to the overriding discretion of senior officers to direct the performance of duty.

69.4 The parties recognise that the flexibility of working hours in respect to Commissioned Officers referred to in subclause 69.3 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.

69.5 With the exception of those Commissioned Officers referred to in subclause 69.6 below, Commissioned Officers shall not normally be required to attend for duty on Public Holidays. Any such requirement to attend however, shall 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.

69.6 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 shall be subject to the provisions of clause 48, Hours of Duty (Non-Commissioned Officers) as if they were Non-Commissioned Officers. Provided further that no overtime shall 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.

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

The following provisions shall apply to Commissioned Officers other than those described in subclause 69.6 above:

69.7.1 Commissioned Officers shall manage their own time subject to the overriding discretion of their commanders/managers to direct the performance of duty.

69.7.2 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 shall attract additional annual leave in accordance with subclause 17.5, Annual Leave.

70. Fixed Term Appointment

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

70.2 Subject to the provisions of this Award, there shall be a general presumption in favour of renewal of Fixed Term Appointments

70.3 Fixed Term Appointments shall generally expire only by the effluxion of time. No occurrence of any nature shall have the effect of extending the period of any appointment beyond its nominated expiry date.

71. Non Renewal Benefit

71.1 Commissioned Officers being subject to Fixed Term Appointments in accordance with Part 6, Division 3 of the Police Act, 1990 shall 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:

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

71.1.2 The benefit shall only be payable in respect of each completed Fixed Term Appointment;

71.1.3 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 shall be regarded as not having completed that

particular Term and no benefit shall be payable in respect of that incomplete Term. However, all accrued benefits from previously completed Terms shall be payable;

- 71.1.4 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, shall be deemed to be a completed Term for the purpose of accrual of the benefit;
- 71.1.5 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.
- 71.1.6 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 shall apply.
- 71.1.7 Consistent with the provisions of paragraphs 71.1.2 and 71.1.3 above, any entitlement to a benefit shall 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;
- 71.1.8 Commissioned Officers who are appointed to a position with the Police Senior Executive Service shall have the amount of their benefit capped as at the date of such appointment and that benefit shall be available at that capped amount in accordance with the provisions herein;
- 71.1.9 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 shall be in addition to any capped benefit to which a Commissioned Officer may be entitled in accordance with subclause 71.1.8 above.

72. Competency Based Incremental Progression

- 72.1 Incremental progression for Commissioned Officers shall be based on:-
- 72.1.1 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
- 72.1.2 compliance with the competency requirements specified in this clause.
- 72.2 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 therein.
- 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 shall include but not necessarily be limited to:
- 72.2.1 ensuring that Commissioned Officers have sufficient time, on duty, to undertake necessary training;
- 72.2.2 ensuring that Commissioned Officers have access to the necessary training facilities; and

72.2.3 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.

72.3 Competency Requirements

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

72.3.1 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 shall 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 shall 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 shall 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 shall 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 shall undertake a driver development program. Failure to gain driver status at the end of the program shall 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 shall 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 shall be provided with further training on the COPS system which is specific to their new area of deployment.

72.3.2 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 shall be developed by the Commissioner in consultation with the Association. MCPE programs shall 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 shall not have their incremental progression deferred as a consequence of not meeting their MCPE obligations.

72.3.3 Performance Management Scheme

- (a) An appropriate performance management scheme shall 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 poor performer's scheme.

If, at the conclusion of the poor performer's scheme a Commissioned Officer has not satisfied the requirements of the scheme, their incremental progression shall be deferred by the period taken to satisfy the scheme.

- (b) Progression beyond Inspector 4th Year, Inspector 6th Year and Superintendent 5th year shall be subject to Commissioned Officers demonstrating above satisfactory work performance. In this regard Commissioned Officers shall be required to satisfy an agreed rigorous performance assessment regime including quarterly and annual reviews of performance. Commissioned Officers shall 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.

72.4 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 shall be concurrent not cumulative. That is, the competency taking the longest period to satisfy, of any competencies shall be the period of deferral of incremental progression.

72.5 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 poor performers 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.

72.6 Effect of Any Deferral of Incremental Progression

72.6.1 The period of deferral of an increment shall 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.

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

72.7 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, shall 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 shall be required to demonstrate or achieve the required level of skill in the excused competency.

Such Commissioned Officer shall 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 shall be deferred in accordance with the provisions of this clause.

Provided that the increment subject to deferral in accordance with this subclause shall be the first increment occurring after the 6 month period.

72.8 Part-time Commissioned Officers

Commissioned Officers working under a part-time arrangement shall 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.

72.9 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 shall 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 shall 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 shall be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this subclause shall be the first increment occurring after the 6 month period.

72.10 Effect of Suspension.

72.10.1 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.

72.10.2 A suspended Commissioned Officer is not entitled to incremental progression.

72.10.3 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.

72.10.4 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.

72.10.5 Where an officer does not achieve incremental progression in accordance with subclause 72.10.4, 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.

72.10.6 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.

72.10.7 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.

72.11 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.

72.12 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 shall 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.

72.13 Review Process

A Commissioned Officer whose incremental progression is deferred as a consequence of not satisfying the criteria for progression at subparagraph (b) of 72.3.3 may request in review of such a decision. Any review shall be internal only. The grounds and process for conducting such a review shall be as agreed between the parties.

73. Relieving Duty

73.1 General

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

73.2 Exceptions

73.2.1 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 shall be those approved from time to time by the Commissioner.

73.2.2 No allowance shall 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.

73.3 Amount Payable

73.3.1 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, shall be paid an allowance equal to the difference between the Inspector's own salary and the salary of Superintendent (1st Year).

73.3.2 Where an Inspector does not assume the whole of the duties and responsibilities of the position the amount of any allowance paid shall be determined as a percentage of the full allowance prescribed in paragraph 73.3.1 above. The percentage of the allowance payable shall be that determined by the approving officer and shall be "rounded up" to the nearest 10%.

73.4 Limitations on Eligibility

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

73.4.2 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.

73.4.3 Except as provided in subclause 73.5 below no allowance shall 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.

73.5 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 shall 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.

74. Travelling Time

74.1 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 of the Commissioned Police Officers Agreement, No 2395 of 1983 shall no longer apply.

Section 6 - Disputes/Grievance Settlement Procedure

75. Disputes/Grievance Settlement Procedure

75.1 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.

75.2 Health and Safety Issues - Procedures

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

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

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

75.5 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.

75.6 Failing resolution of the grievance/dispute further discussions shall be held between the Branch or other Association official and the appropriate Local Area or other Commander/Manager who shall 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 75.5 above.

75.7 If the grievance/dispute is not resolved at that level, Association representatives shall refer the matter to the Industrial Section of the Association. The Region Human Resources Manager (or equivalent) shall

refer the matter to Employee Relations. The matter shall then be discussed between officers of the Association and Employee Relations. These actions will take place as soon as it is apparent that the earlier discussions will not resolve the dispute/grievance.

- 75.8 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.
- 75.9 If a dispute remains unresolved Employee Relations 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.
- 75.10 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 shall not prejudice the position of any party to the dispute.
- 75.11 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, shall 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 shall 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

76. Definitions

- 76.1 In addition to Clause 3, the following definitions apply to this Section
- 76.2 "Desirable Commuter Location" means Brisbane Water, Tuggerah Lakes, Wollongong and Lake Illawarra Local Area Commands.
- 76.3 "Desirable Location" means a location where demand for placements exceeds the available positions to accommodate them. Desirable Locations are;
- 76.3.1 Northern Region - all LAC's except for the Hunter Valley LAC, and Tabulam and Nimbin within the Richmond LAC, and,
- 76.3.2 Southern Region - includes Wollongong LAC, Lake Illawarra LAC, Shoalhaven LAC, Far South Coast LAC and the Queanbeyan Police Station within Monaro LAC, and,
- 76.3.3 Desirable Commuter Locations, and,
- 76.3.4 Specialist Commands with Units located in the Locations outlined above
- 76.4 "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.
- 76.5 "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.
- 76.6 "Permanent accommodation" means accommodation other than temporary accommodation under Clause 82.

76.7 "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 shall not include an officer transferred;

76.7.1 at the officer's own request subject to clause 77, or

76.7.2 under an arrangement between officers to exchange positions, or

76.7.3 for disciplinary reasons under the provisions of Section 173 of the Police Act 1990.

76.8 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.

77. Eligibility for Entitlements Under this Section

77.1 Officers are eligible for the entitlements as Transferred Officers under this section in the following circumstances:

77.1.1 Subject to subclause 77.1.3, 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 84.

77.1.2 With respect to five (5) years at a Location in 77.1.1, any continuous period of completed tenure in the metropolitan area accumulates towards the five year eligibility.

77.1.3 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 89, 90 and 91 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.

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

77.1.5 Subject to subclause 77.1.3, transfers arising directly from the advertisement of a vacant position.

77.1.6 Where an officer moves from or into NSW Police Force official police residences, including moves within the same town, they shall be eligible for payment of removal costs under Clause 84 only, unless entitled to costs under another clause of the Award.

77.1.7 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 81 Transfer Leave.

77.1.8 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.

78. Officers Appointed Under Section 66A & 67 of the Police Act

78.1 Section 66A and 67 are eligible for entitlements under this section as follows;

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

78.1.2 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 89, 90 and 91 until appointment is confirmed.

78.1.3 Officers temporarily appointed who do not have dependents with them until transfer is fully finalised are entitled to access Clause 82 Cost of Temporary Accommodation.

78.1.4 Officers temporarily appointed who have no dependents and a right of return and not maintaining two households are eligible for entitlements other than Clause 89, 90 and 91 until there is a permanent appointment.

78.1.5 In respect of Paragraph 78.1.2, and 78.1.4, removal costs and compensation for depreciation under Clauses 84 and 87 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.

79. Special Remote Locations

A list of Special Remote Locations and Special Remote Location tenure will be maintained in the NSW Police Force Transfer and Tenure Policy. 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 and Tenure Policy at the commencement of this Award will have effect without the need for further consultation.

80. Notice of Transfer

The Commissioner shall give, in writing, as long a period of notice of transfer as is practicable, provided that, except in special or urgent circumstances, an Officer shall not be so 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.

81. Transfer Leave

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

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

81.1.2 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;

81.1.3 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 81.1.1

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

- 81.1.5 Where the purposes referred to above cannot be achieved in the time specified the Commissioner may grant such extra leave as necessary.
- 81.1.6 When an Officer travels to the new location to seek accommodation and incurs expenses in relation to overnight accommodation, the officer shall, 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).
- 81.2 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 shall 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 shall 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.
- 81.3 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, shall be entitled to sufficient leave to allow the Officer two consecutive days and nights at a weekend with the family. Thereafter such Officer shall 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.

82. Cost of Temporary Accommodation

- 82.1 For the purposes of this clause of the award, temporary accommodation shall not include Government owned residences, or privately owned rented accommodation, i.e. house or flat.
- 82.2 Where a transferred officer, including an officer referred to in Clause 78, maintaining dependant relatives in their home: -
- 82.2.1 is required to vacate the existing residence prior to departure for the new location; and/or
- 82.2.2 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	Amount	Each Dependant Child 6 yrs of age and over (Max. contribution \$54 per week)
\$ Per Annum	\$ Per week	\$ Per week
Up to \$28233	\$218	\$27
\$28234 to \$35980	\$239	\$27
\$35981 to \$46258	\$262	\$27
\$46259 to \$59477	\$324	\$27
\$59478 and over	\$412	\$27

- 82.3 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, shall be payable.
- 82.4 Where a transferred officer not maintaining dependant relatives in the home is unable to secure permanent accommodation at the new location, such officer shall 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.

- 82.5 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.
- 82.6 The payment of allowances under subclauses 82.2 and 82.4 of this clause shall in all cases be subject to:
- 82.6.1 the production of receipts;
- 82.6.2 a written undertaking by the officer that any reasonable offer of accommodation will be accepted;
- 82.6.3 evidence that the officer is taking all reasonable steps to secure a residence at the new location, including application to NSW Housing;
- 82.6.4 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.

83. Excess Rent Assistance

- 83.1 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 dependant children	\$68 per week
Officer with 1 dependant child	\$59 per week
Officer without dependant children	\$51 per week

- 83.2 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" shall 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.

- 83.3 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.

84. Removal Costs

- 84.1 A transferred officer shall 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.

- 84.2 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 shall be deemed to be part of removal costs and the officer shall be allowed the option of being paid;

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

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

- 84.3 Removal expenses allowed under this award shall 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 shall, in order to be reimbursed for the additional excess claimed provide either: -

84.3.1 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

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

- 84.4 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.

- 84.5 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 shall be reimbursed expenses for meals and accommodation properly and reasonably incurred by the officer and any dependants.

85. 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 shall also be allowed the cost of insurance of furniture while in storage upon the same

basis as prescribed in subclause 84.3. 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.

86. Cost of Personal Transport

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

86.1.1 For self and one member of the household when proceeding on leave as in paragraph 81.1.1,

86.1.2 For self and all members of the household when proceeding on leave as in paragraph 81.1.3, 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 shall be deferred until such time as travel to take up residence at the officer's new location occurs.

86.1.3 For self when proceeding on transfer leave for the purposes of transfer leave under subclause 81.2.

86.2 Where an officer elects to use a private vehicle such officer shall 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 shall be at the official business rate prescribed from time to time.

86.3 Car allowance paid in respect of travel under 86.1.1 shall not exceed the cost of first class rail fares for the transferred officer and one member of the household; and under 86.1.3, the cost of first class rail fares for the transferred officer.

86.4 Where an overall saving to the Government would eventuate, an officer and one member of the household when proceeding on leave as in 81.1.1, shall 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 Department of Premier and Cabinet for use of air travel.

87. Compensation For Depreciation and Disturbance

A transferred officer shall 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 shall 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 \$7037.

88. Education of Children

88.1 Upon the production of receipts a transferred officer shall be entitled to be reimbursed for accommodation expenses exceeding \$27 per week, up to a maximum of \$56 per week, for each dependant 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.

88.2 Upon the production of receipts and proof of school requirements for uniform, a transferred officer shall 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	

89. Conveyancing and Other Costs

89.1 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 shall subject to the conditions prescribed in subclause 89.2, be entitled to reimbursement of the following expenses incurred in such transactions:-

89.1.1 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;

89.1.2 stamp duty as per clause 90;

89.1.3 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.

89.2 Reimbursement of expenses.

89.2.1 Reimbursement of expenses under this clause shall 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.

89.2.2 A period of residence in a police residence is not to count towards the period of four years set out in clause 89.2.1.

89.2.3 A transferred officer owning a residence at a former location but who has taken up rented accommodation on transfer shall 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.

89.2.4 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 subclause 89.2.3 above.

89.2.5 The Commissioner will be prepared to consider individual cases where the four-year period referred to in 89.2.1, 89.2.3 and 89.2.4 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.

89.2.6 The maximum amounts which an officer may be reimbursed under this clause shall 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.

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

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

90.1.1 sells a residence at the former location, and

90.1.2 buys a residence or land upon which to erect a residence at the new location, shall 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 90.1.1 and 90.1.2 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.

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

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

90.2.2 buys a residence or land upon which to erect a residence at the new location, shall 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.

91. Incidental Costs Upon Change of Residence

- 91.1 Where a transferred officer entitled to the reimbursement of conveyancing and other costs under clause 89, 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 shall 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.
- 91.2 A transferred officer shall 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 shall be reimbursed only where a telephone was installed at the employee's former residence.
- 91.3 A transferred officer entitled to the reimbursement of conveyancing and other costs under clause 89, shall 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.
- 91.4 A transferred officer shall 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.

92. Relocation On Retirement

- 92.1 Upon retirement from the Police Force at a place other than the place of original recruitment to the Police Force, an officer shall 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 84.3, provided:
- 92.1.1 that the maximum amount of such reimbursement shall be limited to that payable had the officer moved to the place of original recruitment to the Police Force; and
- 92.1.2 the officer's relocation is effected within the period of 12 months following date of retirement.
- 92.2 Upon the death of an officer, the provisions referred to above shall 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.
- 92.3 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.

93. 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

94. Area, Incidence and Duration

- 94.1 This Award applies to all officers defined herein.
- 94.2 It shall take effect on and from 1 July 2014 with the exception of the rates of pay and allowances prescribed under PART B, Monetary Rates, which shall take effect from the dates specified in that Part, or where otherwise stated in the award and shall remain in force until 30 June 2017.
- 94.3 This Award rescinds and replaces the provisions of the Crown Employees (Police Officers - 2013) Award as varied (see Schedule 1).
- 94.4 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 July 2014 - 2.27%		
Rank/Incremental Level	Base Salary	Loaded Salary (+ 11.5%)
	Per Annum \$	Per Annum \$
Probationary Constable (Level 1)	58,349	65,059
Constable Level 2	60,552	67,515
Constable Level 3	62,751	69,967
Constable Level 4	64,951	72,420
Constable Level 5	66,055	73,651
Senior Constable Level 1	72,665	81,021
Senior Constable Level 2 Step 1	73,761	82,244
Senior Constable Level 2 Step 2	73,761	82,244
Senior Constable Level 3 Step 1	77,065	85,927
Senior Constable Level 3 Step 2	77,065	85,927
Senior Constable Level 3 Step 3	77,065	85,927
Senior Constable Level 4 Step 1	81,470	90,839
Senior Constable Level 4 Step 2	81,470	90,839
Senior Constable Level 5 Step 1	83,669	93,291
Senior Constable Level 5 Step 2	83,669	93,291
Senior Constable Level 6	84,769	94,517
Leading Senior Constable Level 1 Step 1	87,467	97,526
Leading Senior Constable Level 1 Step 2	87,467	97,526
Leading Senior Constable Level 2	89,745	100,066
Sergeant 1st Year	85,873	95,748
Sergeant 2nd Year	85,873	95,748
Sergeant 3rd Year	90,276	100,658
Sergeant 4th Year	90,276	100,658
Sergeant 5th Year	93,577	104,338
Sergeant 6th Year	93,577	104,338
Sergeant 7th Year	97,983	109,251
Sergeant 8th Year	97,983	109,251
Sergeant 9th Year	99,082	110,476

Senior Sergeant 1st Year	97,983	109,251
Senior Sergeant 2nd Year	97,983	109,251
Senior Sergeant 3rd Year	99,082	110,476
Senior Sergeant 4th Year	101,281	112,928
Senior Sergeant 5th Year	104,503	116,521

From the beginning of the first full pay period to commence on or after 1 July 2015 - 2.04%		
Rank/Incremental Level	Base Salary	Loaded Salary (+ 11.5%)
	Per Annum \$	Per Annum \$
Probationary Constable (Level 1)	59,539	66,386
Constable Level 2	61,787	68,893
Constable Level 3	64,031	71,395
Constable Level 4	66,276	73,898
Constable Level 5	67,403	75,154
Senior Constable Level 1	74,147	82,674
Senior Constable Level 2 Step 1	75,266	83,922
Senior Constable Level 2 Step 2	75,266	83,922
Senior Constable Level 3 Step 1	78,637	87,680
Senior Constable Level 3 Step 2	78,637	87,680
Senior Constable Level 3 Step 3	78,637	87,680
Senior Constable Level 4 Step 1	83,132	92,692
Senior Constable Level 4 Step 2	83,132	92,692
Senior Constable Level 5 Step 1	85,376	95,194
Senior Constable Level 5 Step 2	85,376	95,194
Senior Constable Level 6	86,498	96,445
Leading Senior Constable Level 1 Step 1	89,251	99,515
Leading Senior Constable Level 1 Step 2	89,251	99,515
Leading Senior Constable Level 2	91,576	102,107
Sergeant 1st Year	87,625	97,702
Sergeant 2nd Year	87,625	97,702
Sergeant 3rd Year	92,118	102,712
Sergeant 4th Year	92,118	102,712
Sergeant 5th Year	95,486	106,467
Sergeant 6th Year	95,486	106,467
Sergeant 7th Year	99,982	111,480
Sergeant 8th Year	99,982	111,480
Sergeant 9th Year	101,103	112,730
Senior Sergeant 1st Year	99,982	111,480
Senior Sergeant 2nd Year	99,982	111,480
Senior Sergeant 3rd Year	101,103	112,730
Senior Sergeant 4th Year	103,347	115,232
Senior Sergeant 5th Year	106,635	118,898

From the beginning of the first full pay period to commence on or after 1 July 2016 - 2.04%		
Rank/Incremental Level	Base Salary	Loaded Salary (+ 11.5%)
	Per Annum \$	Per Annum \$
Probationary Constable (Level 1)	60,754	67,741
Constable Level 2	63,047	70,297
Constable Level 3	65,337	72,851
Constable Level 4	67,628	75,405
Constable Level 5	68,778	76,687
Senior Constable Level 1	75,660	84,361
Senior Constable Level 2 Step 1	76,801	85,633
Senior Constable Level 2 Step 2	76,801	85,633
Senior Constable Level 3 Step 1	80,241	89,469
Senior Constable Level 3 Step 2	80,241	89,469
Senior Constable Level 3 Step 3	80,241	89,469
Senior Constable Level 4 Step 1	84,828	94,583
Senior Constable Level 4 Step 2	84,828	94,583
Senior Constable Level 5 Step 1	87,118	97,137
Senior Constable Level 5 Step 2	87,118	97,137
Senior Constable Level 6	88,263	98,413
Leading Senior Constable Level 1 Step 1	91,072	101,545
Leading Senior Constable Level 1 Step 2	91,072	101,545
Leading Senior Constable Level 2	93,444	104,190
Sergeant 1st Year	89,413	99,695
Sergeant 2nd Year	89,413	99,695
Sergeant 3rd Year	93,997	104,807
Sergeant 4th Year	93,997	104,807
Sergeant 5th Year	97,434	108,639
Sergeant 6th Year	97,434	108,639
Sergeant 7th Year	102,022	113,755
Sergeant 8th Year	102,022	113,755
Sergeant 9th Year	103,166	115,030
Senior Sergeant 1st Year	102,022	113,755
Senior Sergeant 2nd Year	102,022	113,755
Senior Sergeant 3rd Year	103,166	115,030
Senior Sergeant 4th Year	105,455	117,582
Senior Sergeant 5th Year	108,810	121,323

Table 2 - Detectives' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2014 - 2.27%			
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	64,951	68,898	78,093

Detective 2nd Year	66,055	70,002	79,324
Detective 3rd Year	72,665	76,612	86,694
Detective 4th Year	73,761	77,708	87,917
Detective 5th Year	77,065	81,012	91,600
Detective 6th Year	81,470	85,417	96,512
Detective 7th Year	83,669	87,616	98,964
Detective 8th Year	84,769	88,716	100,190
Detective 9th Year	87,467	91,414	103,199
Detective 10th Year	89,745	93,692	105,739
Detective Sergeant 1st Year	85,873	89,820	101,421
Detective Sergeant 2nd Year	85,873	89,820	101,421
Detective Sergeant 3rd Year	90,276	94,223	106,331
Detective Sergeant 4th Year	93,577	97,524	110,011
Detective Sergeant 5th Year	97,983	101,930	114,924
Detective Sergeant 6th Year	99,082	103,029	116,149
Detective Senior Sergeant 1st Year	97,983	101,930	114,924
Detective Senior Sergeant 2nd Year	99,082	103,029	116,149
Detective Senior Sergeant 3rd Year	101,281	105,228	118,601
Detective Senior Sergeant 4th Year	104,503	108,450	122,194

From the beginning of the first full pay period to commence on or after 1 July 2015 - 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	66,276	70,304	79,687
Detective 2nd Year	67,403	71,431	80,943
Detective 3rd Year	74,147	78,175	88,463
Detective 4th Year	75,266	79,294	89,711
Detective 5th Year	78,637	82,665	93,469
Detective 6th Year	83,132	87,160	98,481
Detective 7th Year	85,376	89,404	100,983
Detective 8th Year	86,498	90,526	102,234
Detective 9th Year	89,251	93,279	105,304
Detective 10th Year	91,576	95,604	107,896
Detective Sergeant 1st Year	87,625	91,653	103,491
Detective Sergeant 2nd Year	87,625	91,653	103,491
Detective Sergeant 3rd Year	92,118	96,146	108,501
Detective Sergeant 4th Year	95,486	99,514	112,256
Detective Sergeant 5th Year	99,982	104,010	117,269
Detective Sergeant 6th Year	101,103	105,131	118,519
Detective Senior Sergeant 1st Year	99,982	104,010	117,269
Detective Senior Sergeant 2nd Year	101,103	105,131	118,519
Detective Senior Sergeant 3rd Year	103,347	107,375	121,021
Detective Senior Sergeant 4th Year	106,635	110,663	124,687

From the beginning of the first full pay period to commence on or after 1 July 2016 - 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	67,628	71,738	81,312
Detective 2nd Year	68,778	72,888	82,594
Detective 3rd Year	75,660	79,770	90,268
Detective 4th Year	76,801	80,911	91,540
Detective 5th Year	80,241	84,351	95,376
Detective 6th Year	84,828	88,938	100,490
Detective 7th Year	87,118	91,228	103,044
Detective 8th Year	88,263	92,373	104,320
Detective 9th Year	91,072	95,182	107,452
Detective 10th Year	93,444	97,554	110,097
Detective Sergeant 1st Year	89,413	93,523	105,602
Detective Sergeant 2nd Year	89,413	93,523	105,602
Detective Sergeant 3rd Year	93,997	98,107	110,714
Detective Sergeant 4th Year	97,434	101,544	114,546
Detective Sergeant 5th Year	102,022	106,132	119,662
Detective Sergeant 6th Year	103,166	107,276	120,937
Detective Senior Sergeant 1st Year	102,022	106,132	119,662
Detective Senior Sergeant 2nd Year	103,166	107,276	120,937
Detective Senior Sergeant 3rd Year	105,455	109,565	123,489
Detective Senior Sergeant 4th Year	108,810	112,920	127,230

Table 3 - Police Prosecutors Salaries

From the beginning of the first full pay period to commence on or after 1 July 2014 - 2.27%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 4 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	64,951	72,259	81,148
Prosecutor 2nd Year	66,055	73,363	82,379
Prosecutor 3rd Year	72,665	79,973	89,749
Prosecutor 4th Year	73,761	81,069	90,972
Prosecutor 5th Year	77,065	84,373	94,655
Prosecutor 6th Year	81,470	88,778	99,567
Prosecutor 7th Year	83,669	90,977	102,019
Prosecutor 8th Year	84,769	92,077	103,245
Prosecutor 9th Year	87,467	94,775	106,254
Prosecutor 10th Year	89,745	97,053	108,794
Prosecutor Sergeant 1st Year	85,873	93,181	104,476

Prosecutor Sergeant 2nd Year	85,873	93,181	104,476
Prosecutor Sergeant 3rd Year	90,276	97,584	109,386
Prosecutor Sergeant 4th Year	93,577	100,885	113,066
Prosecutor Sergeant 5th Year	97,983	105,291	117,979
Prosecutor Sergeant 6th Year	99,082	106,390	119,204
Prosecutor Senior Sergeant 1st Year	97,983	105,291	117,979
Prosecutor Senior Sergeant 2nd Year	99,082	106,390	119,204
Prosecutor Senior Sergeant 3rd Year	101,281	108,589	121,656
Prosecutor Senior Sergeant 4th Year	104,503	111,811	125,249

From the beginning of the first full pay period to commence on or after 1 July 2015 - 2.04%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 4 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	66,276	73,733	82,804
Prosecutor 2nd Year	67,403	74,860	84,060
Prosecutor 3rd Year	74,147	81,604	91,580
Prosecutor 4th Year	75,266	82,723	92,828
Prosecutor 5th Year	78,637	86,094	96,586
Prosecutor 6th Year	83,132	90,589	101,598
Prosecutor 7th Year	85,376	92,833	104,100
Prosecutor 8th Year	86,498	93,955	105,351
Prosecutor 9th Year	89,251	96,708	108,421
Prosecutor 10th Year	91,576	99,033	111,013
Prosecutor Sergeant 1st Year	87,625	95,082	106,608
Prosecutor Sergeant 2nd Year	87,625	95,082	106,608
Prosecutor Sergeant 3rd Year	92,118	99,575	111,618
Prosecutor Sergeant 4th Year	95,486	102,943	115,373
Prosecutor Sergeant 5th Year	99,982	107,439	120,386
Prosecutor Sergeant 6th Year	101,103	108,560	121,636
Prosecutor Senior Sergeant 1st Year	99,982	107,439	120,386
Prosecutor Senior Sergeant 2nd Year	101,103	108,560	121,636
Prosecutor Senior Sergeant 3rd Year	103,347	110,804	124,138
Prosecutor Senior Sergeant 4th Year	106,635	114,092	127,804

From the beginning of the first full pay period to commence on or after 1 July 2016 - 2.04%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 4 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	67,628	75,237	84,493
Prosecutor 2nd Year	68,778	76,387	85,775
Prosecutor 3rd Year	75,660	83,269	93,449

Prosecutor 4th Year	76,801	84,410	94,721
Prosecutor 5th Year	80,241	87,850	98,557
Prosecutor 6th Year	84,828	92,437	103,671
Prosecutor 7th Year	87,118	94,727	106,225
Prosecutor 8th Year	88,263	95,872	107,501
Prosecutor 9th Year	91,072	98,681	110,633
Prosecutor 10th Year	93,444	101,053	113,278
Prosecutor Sergeant 1st Year	89,413	97,022	108,783
Prosecutor Sergeant 2nd Year	89,413	97,022	108,783
Prosecutor Sergeant 3rd Year	93,997	101,606	113,895
Prosecutor Sergeant 4th Year	97,434	105,043	117,727
Prosecutor Sergeant 5th Year	102,022	109,631	122,843
Prosecutor Sergeant 6th Year	103,166	110,775	124,118
Prosecutor Senior Sergeant 1st Year	102,022	109,631	122,843
Prosecutor Senior Sergeant 2nd Year	103,166	110,775	124,118
Prosecutor Senior Sergeant 3rd Year	105,455	113,064	126,670
Prosecutor Senior Sergeant 4th Year	108,810	116,419	130,411

Table 4 - Commissioned Officers' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2014 - 2.27%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	122,427
Inspector 2nd Year	128,655
Inspector 3rd Year	137,214
Inspector 4th Year	141,679
Inspector 5th Year	143,826
Inspector 6th Year	147,173
Inspector 7th Year	152,745
Inspector 8th Year	154,982
Superintendent 1st Year	166,776
Superintendent 2nd Year	172,911
Superintendent 3rd Year	175,142
Superintendent 4th Year	177,373
Superintendent 5th Year	179,977
Superintendent 6th Year	182,952
Superintendent 7th Year	185,184
Superintendent 8th Year	190,302

From the beginning of the first full pay period to commence on or after 1 July 2015 - 2.04%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	124,925
Inspector 2nd Year	131,280
Inspector 3rd Year	140,013
Inspector 4th Year	144,569
Inspector 5th Year	146,760
Inspector 6th Year	150,175
Inspector 7th Year	155,861
Inspector 8th Year	158,144

Superintendent 1st Year	170,178
Superintendent 2nd Year	176,438
Superintendent 3rd Year	178,715
Superintendent 4th Year	180,991
Superintendent 5th Year	183,649
Superintendent 6th Year	186,684
Superintendent 7th Year	188,962
Superintendent 8th Year	194,184

From the beginning of the first full pay period to commence on or after 1 July 2016 - 2.04%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	127,473
Inspector 2nd Year	133,958
Inspector 3rd Year	142,869
Inspector 4th Year	147,518
Inspector 5th Year	149,754
Inspector 6th Year	153,239
Inspector 7th Year	159,041
Inspector 8th Year	161,370
Superintendent 1st Year	173,650
Superintendent 2nd Year	180,037
Superintendent 3rd Year	182,361
Superintendent 4th Year	184,683
Superintendent 5th Year	187,395
Superintendent 6th Year	190,492
Superintendent 7th Year	192,817
Superintendent 8th Year	198,145

Table 5 - Travelling Allowance and Motor Vehicle Allowances

Item 1

Capital Cities	Per Day \$
Adelaide	275.85
Brisbane	319.85
Canberra	286.85
Darwin	320.85
Hobart	250.85
Melbourne	291.85
Perth	351.85
Sydney	301.85

High Cost Country Centres	Per Day \$
Alice Springs (NT)	268.85
Albany (WA)	297.85
Bourke (NSW)	283.85
Bright (VIC)	254.85
Broome (WA)	351.85
Bunbury (WA)	273.85
Burnie (TAS)	253.85
Cairns (QLD)	258.85

Carnarvon (WA)	269.85
Castlemaine (VIC)	251.85
Chinchilla (QLD)	261.85
Christmas Island (WA)	268.85
Cocos (Keeling) Islands (WA)	403.85
Dalby (QLD)	262.85
Dampier (WA)	293.85
Derby (WA)	300.85
Devonport (TAS)	253.85
Emerald (QLD)	274.85
Exmouth (WA)	373.85
Geraldton (WA)	293.85
Gladstone (QLD)	305.85
Gold Coast (QLD)	267.85
Halls Creek (WA)	317.85
Hervey Bay (QLD)	275.85
Horn Island (QLD)	298.85
Jabiru (NT)	310.85
Kalgoorlie (WA)	277.85
Karratha (WA)	465.85
Katherine (NT)	252.85
Kingaroy (QLD)	252.85
Kununurra (WA)	320.85
Mackay (QLD)	270.85
Mount Isa (QLD)	278.85
Mudgee (NSW)	253.85
Newcastle (NSW)	261.85
Newman (WA)	313.85
Norfolk Island	447.85
Northam (WA)	281.85
Port Hedland (WA)	377.85
Port Pirie (SA)	258.85
Thursday Island (QLD)	318.85
Wagga Wagga (NSW)	259.85
Weipa (QLD)	256.85
Wilpena-Pound (SA)	285.85
Wollongong (NSW)	254.85
Whyalla (SA)	263.85
Wonthaggi (VIC)	256.85
Yulara (NT)	362.85

Tier 2 Country Centres	Per Day \$
Ararat (VIC)	241.80
Armidale (NSW)	241.80
Bairnsdale (VIC)	241.80
Ballarat (VIC)	241.80
Bathurst (NSW)	241.80
Bendigo (VIC)	241.80
Bordertown (SA)	241.80
Broken Hill (NSW)	241.80
Bundaberg (QLD)	241.80
Ceduna (SA)	241.80
Coffs Harbour (NSW)	241.80
Cooma (NSW)	241.80
Dubbo (NSW)	241.80

Echuca (VIC)	241.80
Esperance (WA)	241.80
Geelong (VIC)	241.80
Gosford (NSW)	241.80
Goulburn (NSW)	241.80
Hamilton (VIC)	241.80
Horsham (VIC)	241.80
Innisfail (QLD)	241.80
Kadina (SA)	241.80
Launceston (TAS)	241.80
Maitland (NSW)	241.80
Mildura (VIC)	241.80
Mount Gambier (SA)	241.80
Muswellbrook (NSW)	241.80
Naracoorte (SA)	241.80
Nowra (NSW)	241.80
Orange (NSW)	241.80
Port Augusta (SA)	241.80
Portland (VIC)	241.80
Port Lincoln (SA)	241.80
Port Macquarie (NSW)	241.80
Queanbeyan (NSW)	241.80
Renmark (SA)	241.80
Rockhampton (QLD)	241.80
Roma (QLD)	241.80
Seymour (VIC)	241.80
Shepparton (VIC)	241.80
Swan Hill (VIC)	241.80
Tamworth (NSW)	241.80
Tennant Creek (NT)	241.80
Toowoomba (QLD)	241.80
Townsville (QLD)	241.80
Tumut (NSW)	241.80
Warrnambool (VIC)	241.80

Other country centres	\$219.80
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Item 2

Incidental expenses allowance - when claiming actual expenses - all locations \$18.20

Item 3

Meal allowances - when claiming actual expenses on overnight stays

Capital cities and high cost country centres

\$

Breakfast	24.90
Lunch	28.00
Dinner	47.75

Tier 2 and other country centres

Breakfast	22.30
Lunch	25.45
Dinner	43.85

Item 4

Use of Private Motor Vehicle

Official Business - Engine capacity	Cents per kilometre
2601cc and over	75.0
1601cc-2600cc	74.0
1600cc or less	63.0

Casual Rate - Engine capacity

2601cc and over	30.0
1601cc-2600cc	29.6
1600cc or less	25.2

Motor Cycle Allowance

(50% of the 1600cc or less official business rate)	31.5
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Table 6 - Remote Areas - Living Allowance

Item 1

With Dependents	Per Annum \$
Grade A	1,886
Grade B	2,502
Grade C	3,341

Item 2

Without Dependents	Per Annum \$
Grade A	1,316
Grade B	1,754
Grade C	2,340

Table 7 - Detectives' Special Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 July 2014 - 2.27%	1,726
From the beginning of the first full pay period to commence on or after 1 July 2015 - 2.04%	1,761
From the beginning of the first full pay period to commence on or after 1 July 2016 - 2.04%	1797

Table 8 - Prosecutors' Special Allowance

	Per Annum
	\$
From the beginning of the first full pay period to commence on or after 1 July 2014 - 2.27%	1,420
From the beginning of the first full pay period to commence on or after 1 July 2015 - 2.04%	1,449
From the beginning of the first full pay period to commence on or after 1 July 2016 - 2.04%	1,479

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

From the beginning of the first full pay period to commence on or after 1 July 2014 - 2.27%	
	\$ Per Annum
Grade 1 Six months following permanent appointment	1,126
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	1,687 1,968 2,246
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	2,814 3,375 3,947
Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	4,778 5,903 7,308

From the beginning of the first full pay period to commence on or after 1 July 2015 - 2.04%	
	\$ Per Annum
Grade 1 Six months following permanent appointment	1,149
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	1,721 2,008 2,292
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	2,871 3,444 4,028
Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	4,875 6,023 7,457

From the beginning of the first full pay period to commence on or after 1 July 2016 - 2.04%	
	\$ Per Annum
Grade 1 Six months following permanent appointment	1,172
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	1,756 2,049 2,339
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	2,930 3,514 4,110

Grade 4	
Six months following permanent appointment	4,974
3 years after permanent appointment	6,146
5 years after permanent appointment	7,609

Table 10 - Forensic Services Group Expert Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 July 2014 - 2.27%	16,338
From the beginning of the first full pay period to commence on or after 1 July 2015 - 2.04%	16,671
From the beginning of the first full pay period to commence on or after 1 July 2016 - 2.04%	17,011

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 July 2014 - 2.27%

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;	18.62
Where the period advised to be on call is 24 hours, for each such period the rate is;	27.91
Vehicle Care as defined in 43.2	9.28

From the beginning of the first full pay period to commence on or after 1 July 2015 - 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;	19.00
Where the period advised to be on call is 24 hours, for each such period the rate is;	28.48
Vehicle Care as defined in 43.2	9.47

From the beginning of the first full pay period to commence on or after 1 July 2016 - 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;	19.39
Where the period advised to be on call is 24 hours, for each such period the rate is;	29.06
Vehicle Care as defined in 43.2	9.66

Where a period on call exceeds 24 hours or multiples thereof, the appropriate allowance shall 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;

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

Breakfast	\$27.70
Lunch	\$27.70
Dinner	\$27.70
Supper	\$10.25

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 shall be paid the following allowances in accordance with the provisions of clause 64 - 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) shall 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 64.6 - Provision of Uniform	1,467.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 2) as specified in paragraph 64.5 - Provision of Uniform	1,404.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 1) as specified in paragraph 64.4 - Provision of Uniform	1,372.00
All other Non-Commissioned officers.	1,259.00

Table 16 - Special Operations Allowance

Senior Constable Level 3 (loaded hourly rate)	\$43.35
Incidental Allowance	\$18.20
Operations Allowance	\$10.00
Total	\$71.55

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	Variation
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
25 June 2013	375	C8069	Award

Crown Employees (Police Officers - 2014) Award - History

Date Published	Volume	Publication No.	Description
			Award

P. J. NEWALL, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (ROADS AND MARITIME SERVICES - SCHOOL CROSSING SUPERVISORS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 318 of 2014)

Before The Honourable Justice Walton, President
Commissioner Tabbaa
Commissioner Newall

24 June 2014

VARIATION

1. Delete subclause (a) of clause 7, Payment of Wages of the award published 27 July 2012 (373 I.G. 83) as varied, and insert in lieu thereof the following:
 - (a) The hourly rate of pay for SCSs will be calculated with reference to a base hourly rate of \$N per hour. The rates of pay are set out in the table in clause 24. Rates of Pay were increased by 2.27% operative from the first pull pay period on or after 1 July 2014.
2. Delete subclause (a) of clause 8, Superannuation, and insert in lieu thereof the following:
 - (a) RMS will contribute a proportion of each SCSs wage as determined by Commonwealth superannuation legislation into a superannuation fund nominated by each SCS. The current proportion is 9.50%, effective from 1 July 2014.
3. Delete clause 24, Rates of Pay, and insert in lieu thereof the following:

24. Rates of Pay

Category	2.27% Operative from the first full pay period on or after 1 July 2013	2.27% Operative from the first full pay period on or after 1 July 2014
	(\$/hr)	(\$/hr)
Refer to clause 7, Payment of Wages, for the calculation of rates		
Base Rate (N)	20.3934	20.8563
Permanent SCSs (P)	19.1188	19.5528
Additional hours/training (A)	22.0928	22.5943
Casual SCSs (C)	24.4720	25.0276

4. This variation shall take effect from the first full pay period to commence on or after 1 July 2014.

M. J. WALTON J, *President*
I. TABBAA, *Commissioner*
P.J. NEWALL, *Commissioner*

CROWN EMPLOYEES (ROADS AND MARITIME SERVICES TRAFFIC SIGNALS STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 538 of 2014)

Before Commissioner Newall

25 July 2014

VARIATION

1. For the second instance of subclause "5.4" appearing in clause 5, Area, Incidence and Duration, of the award published 28 March 2014 (376 I.G. 30) as varied, substitute "5.5" and renumber the existing subclause "5.5" to read as "5.6".
2. Delete the year "2013" appearing in subclause 5.4 of the said clause 5, and insert in lieu thereof "2014".
3. Delete Table 1 - Salary Increases of Part B - Monetary Rates and insert in lieu thereof the following:

Table 1 - Salary Increases

Classification		Rates inclusive of 2.27% ffppoa 1/7/2014 (\$)pa
Grade 4	Year 1	62,255
	Year 2	64,697
	Year 3	67,239
Grade 5	Year 1	69,553
	Year 2	71,795
	Year 3	73,093
Grade 6	Year 1	74,698
	Year 2	76,963
	Year 3	79,484
Grade 8	Year 1	89,229
	Year 2	92,849
	Year 3	95,749

4. This variation shall take effect from the first full pay period to commence on or after 1 July 2014.

P. J. NEWALL, Commissioner

CROWN EMPLOYEES NSW ADULT MIGRANT ENGLISH SERVICE (TEACHERS AND RELATED EMPLOYEES) AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Education and Communities.

(No. IRC 548 of 2014)

Before Commissioner Tabbaa

17 July 2014

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

- | | |
|-----|--------------------------------------------------------------------------|
| 1. | Arrangement |
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PART B

MONETARY RATES

Table 1 - Salaries

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2. Statement of Intent

- 2.1 The purpose of this award is to provide salaries and conditions of employment for AMES teachers and related employees that will:
 - 2.1.1 attract and retain highly skilled employees
 - 2.1.2 acknowledge the professional status and responsibilities of AMES teachers and related employees and their commitment to the achievement of excellence in the delivery of teaching and training programs and related services;
 - 2.1.3 support the active involvement and participation of AMES teachers and related employees in the professional growth of the organisation;
 - 2.1.4 take into account the changes that are taking place in respect of AMES service delivery;
 - 2.1.5 take into account the specific finding and contractual arrangements that may apply to AMES and the competitive environment in which it operates.
- 2.2 Except where specific provision is otherwise made in this award, the administration of attendance, leave and absences of AMES teachers and related employees shall be managed in accordance with the relevant provisions of the Government Sector Employment Regulation 2014.

3. Dictionary

- 3.1 "AMES" means the New South Wales Adult Migrant English Service.
- 3.2 "Casual Teacher" means a person employed to teach a course or courses on an hourly basis. A "400 hour Casual Teacher" means a casual teacher who has completed the equivalent of 400 hours teaching service in any teaching year. A "Less than 400 hour Casual Teacher" means a casual teacher who has completed less than 400 hours teaching service in any teaching year.
- 3.3 "Degree Course" means a university or college of advanced education degree course approved by the Director.
- 3.4 "Department" means the Department of Education and Communities.
- 3.5 "Director" means the Director Community and Migrant Education.
- 3.6 Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.
- 3.7 "Educational Counsellor" means an ongoing or temporary employee employed, or seconded as such.

- 3.8 "Education Officer" means an ongoing or a temporary employee, employed or seconded as such.
- 3.9 "Equivalent" when referring to qualifications means qualifications and/or experience deemed by the Director to be equivalent to specified qualifications.
- 3.10 "Federation" means the New South Wales Teachers Federation.
- 3.11 "Five Year Trained" in relation to a teacher means a teacher whose teaching qualifications include a degree with honours of a recognised university which requires a minimum of four years full-time study, and has in addition, completed one year's teacher training at a university or college of advanced education approved by the Director or has completed such other course or courses and/or has vocational experience which the Director may, from time to time, deem to be equivalent.
- 3.12 "Four Year Trained" in relation to a teacher means a teacher whose teaching qualifications include a degree of a recognised university or college which requires a minimum of three years full-time study, and has in addition, completed one year's teacher training at a university or college of advanced education approved by the Director or has completed such other course or courses and/or has vocational experience which the Director may, from time to time, deem to be equivalent.
- 3.13 "Full-time Temporary Teacher" means a person employed as such under Section 43 of the Government Sector Employment Act 2013.
- 3.14 "Graduate" means a person who has obtained a degree of a recognised university or college or possesses qualifications deemed by the Director to be equivalent to such a degree.
- 3.15 "Ongoing employee" means a person employed in any capacity under Part 4, of the Government Sector Employment Act 2013, and includes an employee on probation but does not include a temporary employee.
- 3.16 "Operations Manager" means an employee employed as such.
- 3.17 "Ongoing Teacher" means an employee employed as such in the AMES pursuant to the provisions of the Government Sector Employment Act 2013.
- 3.18 "Program" means a learning arrangement or composite of learning arrangements under the management of Teaching Centre Manager.
- 3.19 "Region" means an area designated as such by the Director including one or more venues.
- 3.20 "Secretary" means the Secretary of the Department of Education and Communities.
- 3.21 "Senior Education Officer" means an ongoing employee or a temporary employee employed or seconded as such.
- 3.22 "Teacher" means an ongoing, temporary or casual employee employed as such.
- 3.23 "Teachers and related employees" means all ongoing and temporary employees covered by this award and includes casual, ongoing and full-time temporary teachers, education officers and senior education officers, co-ordinators of studies, co-ordinators of course information and admissions and operations managers.
- 3.24 "Teaching Centre" means a location designated as such by the Director that may include one or more teaching venues.
- 3.25 "Teaching Centre Manager" means an ongoing employee or temporary employee assigned or seconded as such.
- 3.26 "Teaching Services Coordinator" means an ongoing employee or temporary employee assigned or seconded as such.

- 3.27 "Temporary Employee" means a person temporarily employed under Section 43 of the Government Sector Employment Act 2013.
- 3.28 "Year of Service" means full-time employment for a period of 52 weeks or the equivalent. Future employees shall be deemed to have the incremental status indicated by the rate of pay at which they are employed.

4. Professional Responsibilities of Teachers

- 4.1 In order to foster and sustain a collaborative professional culture and in keeping with their professional status and their commitment to the achievement of excellence in the delivery of teaching and training programs and related services, teachers shall as part of their professional responsibilities:
- (i) maintain and exhibit the highest standards of conduct;
 - (ii) ensure that in the performance of their teaching and associated duties, AMES policies, standards and practices are observed;
 - (iii) work collaboratively with their colleagues in helping to ensure that essential organisational goals and objectives are met;
 - (iv) provide peer support and leadership to less experienced teachers or to teachers experiencing performance difficulties;
 - (v) participate in working groups and staff meetings as required, to develop and enhance professional knowledge and to improve practices and procedures;
 - (vi) contribute to the development of curricula, teaching materials and resources which support the achievement of excellence in the delivery of teaching and training programs and related services; and
 - (vii) participate in the ongoing moderation of the assessment of student achievements.

5. Duties as Directed

- 5.1 The Director or her/his nominee may direct any employee to carry out such duties as are within the limits of the person's skill, competence and training consistent with the classifications covered by this award and provided that such duties are not designed to promote deskilling.
- 5.2 The Director or her/his nominee may direct any employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 5.3 Any directions issued by the Director pursuant to this clause shall be consistent with the Director's responsibility to provide a safe and healthy working environment.
- 5.4 The Director may from time to time deploy teachers to duties other than face-to-face teaching duties in accordance with guidelines designed to increase the efficiency of AMES. Deployments will be for a predetermined period not exceeding one year.
- 5.5 Teachers perform a broad range of duties that include the following activities:

Direct Teaching Activities	Duties Related to Teaching
Direct teaching activities include but are not limited to: face to face teaching in any environment or setting, including but not limited to: classrooms, individual learning centres, educational computer rooms, workshops, industry, in the field; distance mode and online; assessment of new students; workplace training and assessment.	Duties related to teaching include but are not limited to: preparation; marking; assessment and recording of student learning outcomes; support and advice to clients; attendance administration; course development and review; training and professional development; development of learning materials; attendance at staff meetings and moderation sessions; recognition of prior learning; referral of new students; workplace consultancy and advisory services; work placement coordination and supervision.

- 5.6 Education Officers, Senior Education Officers and Operations Managers perform a range of duties as stated in their Statement of Duties.

6. Teachers and Related Employees - Annual Review

- 6.1 To provide feedback on performance, the Director or nominee will ensure that the performance of all teachers and related employees, except casual teachers and their manager or nominee, is appraised by annual review.
- 6.2 This annual review shall be supported by:
- (i) conferences between the teacher or related employee and their manager or nominee;
 - (ii) review of documentation such as lesson planning, lesson material and student work, plans, evaluations and reports, as appropriate; and
 - (iii) for teachers, observations of educational programs.
- 6.3 The annual review for teachers and related employees shall be reported by way of a NSW AMES Teachers and Related Employees Assessment Review Form.
- 6.4 Concerns about the performance and or conduct of teachers and related employees shall be managed in accordance with the Government Sector Employment Act 2013

7. Performance Management for Operations Managers

- 7.1 The performance of operations managers shall be reviewed annually under a performance management scheme.
- 7.2 The objectives of the performance management scheme for operations managers are to:
- (i) establish clear individual performance goals linked to, and consistent with, AMES goals and priorities and regional plans and objectives;
 - (ii) identify each employee's current and medium term development needs and career goals and develop strategies to support these;
 - (iii) assist with the achievement of AMES long term objectives and annual priorities;
 - (iv) provide for each employee a valid basis for performance assessment against job-related criteria;

(v) provide job-related guidance and performance feedback in a continuing way.

7.3 Appropriate training will support the implementation of the scheme.

7.4 Concerns about the performance and or conduct of operations managers shall be managed in accordance with the Government Sector Employment Act 2013.

8. Salaries

8.1 The salaries and other rates that apply to teachers, education officers, senior education officers and operations managers shall be paid in accordance with this clause and Tables 1 and 2 of Part B of this award.

9. Salary Packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Part B, Table 1 of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

9.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement, including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.

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 payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

9.2 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.

9.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:

9.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and

9.3.2 any administrative fees.

9.4 Where the employee makes an election to salary package, the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:

9.4.1 Superannuation Guarantee Contributions;

9.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and

9.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

10. Salary Scale Progression Arrangements

10.1 Ongoing teachers and full-time temporary teachers who meet the admission requirements as determined by the Director shall commence at a level not less than the first step on the common salary scale, provided that teachers who are four-year trained or five-year trained shall commence on the common salary scale at a level not less than:

Four-year trained	2nd salary level
Five-year trained	3rd salary level

- 10.2 Education officers who meet the admission requirements as determined by the Director shall commence at a level not less than the first step on the common salary scale, provided that graduate education officers - not teacher-trained and graduate education officers - teacher-trained, shall commence on the common salary scale at a level not less than:

Graduate - not teacher-trained	2nd salary level
Graduate - teacher-trained	3rd salary level

- 10.3 Employees shall be entitled to progress after each 12 months of service along the salary steps of the common salary scale, subject to the employee demonstrating continuing satisfactory performance in accordance with the Teacher Quality - Annual Review provisions set out in clause 6.
- 10.4 Any employee whose initial employment is approved on or after 1 January 1992, and who does not satisfy the teacher training requirements as determined by the Director, will not progress more than two salary steps along the common salary scale.

11. Allowances

- 11.1 An education officer who:

11.1.1 has completed 12 months service at the salary prescribed on the maximum of the common salary scale; and

11.1.2 has demonstrated to the satisfaction of the Director by the work performed, its quality and the results achieved, that the aptitude and abilities of the employee warrant additional payment;

shall be paid an allowance as set out in Item 1 of Table 2 - Other Rates of Part B, Monetary Rates, and after a further 12 months an additional allowance as set out in the said Item 1. This allowance shall count as salary and be paid for all purposes.

- 11.2 The Teaching Centre Manager may nominate a teacher to undertake responsibilities associated with the supervision and administration of smaller teaching venues and/or smaller evening or weekend teaching programs.
- 11.3 A teacher nominated by the Teaching Centre Manager who accepts and undertakes such responsibilities shall for the period that the responsibilities are undertaken be paid an allowance as set out in Item 2 of Table 2 - Other Rates, of Part B, Monetary Rates. This allowance shall not count as salary.
- 11.4 The Director may release the nominated teacher from face-to-face teaching duties as necessary to undertake these responsibilities.

12. Unpaid Absences

- 12.1 Unpaid absences in excess of five days per annum shall not be taken into account for the purposes of calculating length of service except in relation to leave approved pursuant to subclause 19.2.

13. Part-Time Work

- 13.1 Any ongoing employee may apply to work part-time at any time, subject to the appropriate work being available for the position and it is convenient to AMES.
- 13.2 Arrangements of between 0.2 and 0.8 equivalent full-time may in general be worked in patterns mutually convenient to the AMES and the teacher.

- 13.3 Part-time teachers shall be required to undertake, on a pro-rata basis, the full range of duties undertaken by full-time teachers.
- 13.4 Salary and conditions for approved part-time work shall attract a pro-rata entitlement of that associated with full-time ongoing or temporary employment.
- 13.5 "Pro-rata entitlement" shall be taken to mean a calculation in which the quantum of hours, leave, pay or other remuneration is determined by multiplying the quantum applicable to full-time teachers by the appropriate equivalent full-time (e.g. 0.2 to 0.8).
- 13.6 Service shall not be regarded as having been broken by ongoing part-time work.

14. Hours

- 14.1 The daily span of working hours for teachers, education officers, senior education officers, and operations managers is between 6.00 a.m. and 10.00 p.m. on Monday to Saturday inclusive. Teachers and related employees who are required as part of their program to work on a Saturday shall, if they so request, be entitled to have two consecutive days off in the following week.
- 14.2 Teachers, education officers and senior education officers may elect to work on a Sunday or on a Monday to Friday between the hours of 10.00pm and 7.30am but shall not be directed to do so.
- 14.3 A teacher may apply to the Director to exclude Saturday from their ordinary attendance pattern for a period not exceeding 12 months on compassionate grounds where there are exceptional and compelling circumstances. Written applications for such exclusion must contain full and substantiated grounds and supporting documents, where appropriate.
- 14.4 The standard hours of attendance for ongoing and full-time temporary teachers shall be 30 hours per week inclusive of 20 face to face teaching hours per week, except where such face to face teaching hours are reduced with the approval of the Director for the purpose of undertaking alternative duties.
- 14.5 The standard hours of attendance for education officers, senior education officers and operations managers shall be 35 hours per week.
- 14.6 Standard hours of attendance excludes time taken for meal breaks.
- 14.7 Ordinary attendance patterns within the daily span of hours for teachers, education officers and senior education officers shall be arranged by their manager.
- 14.8 Teachers shall be invited to submit their attendance pattern preferences in June and December each year. In arranging ordinary attendance patterns within the daily span of hours Teaching Centre Managers shall, to the extent possible and practicable, accommodate such preferences. Where there are difficulties in accommodating attendance pattern preferences there will be consultation with the teachers at the teaching location(s) concerned to enable them collectively or individually to make recommendations to resolve the difficulties. In the event that the difficulties are not resolved through consultation with teachers, the Teaching Centre Manager shall apply the principle of rotation and no teacher shall unreasonably refuse.
- 14.9 Teachers and related employees may be required to work on any five days from Monday to Saturday as part of their program. However, with the approval of the Teaching Centre Manager and subject to AMES requirements being met, a teacher's ordinary attendance pattern may be undertaken across four days and/or day/evening configuration.
- 14.10 The hours of attendance for non-teaching duties may be arranged by teachers in consultation with the Teaching Centre Manager provided that the requirements of AMES are met at all times.
- 14.11 Face-to-face teaching hours required to be worked by ongoing and full-time temporary teachers as part of their teaching program during the following time bands shall be paid at time and one-quarter of their ordinary rate:

6.00 am and 7.30 am Monday to Friday.

- 14.12 Work undertaken by ongoing and full-time temporary teachers as part of their teaching program during the following time bands shall be paid at time and one-quarter of their ordinary rate:

6.00 am and 5.30 pm Saturday.

- 14.13 Work undertaken by ongoing and full-time temporary teachers as part of their teaching program during the following time bands shall be paid at double time of their ordinary rate:

5.30 pm Saturday to 6.00 am Monday;

10.00 pm to 6.00 am weekdays;

Midnight Friday to 6.00 am Saturday.

- 14.14 Face to face teaching that is undertaken by a full time temporary teacher that is in excess of their 20 hours of face to face teaching per week shall be paid at time and one quarter of the teacher's normal salary rate.

15. Averaging of Hours

- 15.1 Notwithstanding the provisions of subclause 14.4 of clause 14 Hours, the 20 face to face teaching hours per week may be averaged on a semester or program basis, provided that the arrangement is known in advance and provided that for the duration of the averaging period the teacher shall continue to receive her/his normal fortnightly or weekly pay.
- 15.2 In scheduling such hours the Teaching Centre Manager shall to the extent possible and practicable, accommodate teacher's attendance preference patterns. Where there are difficulties in scheduling such hours, the Teaching Centre Manager shall consult with the teachers at the teaching location(s) concerned to enable them collectively or individually to make recommendations to resolve the difficulties. In the event that the difficulties are not resolved through consultation with teachers, the Teaching Centre Manager shall apply the principle of rotation and no teacher shall unreasonably refuse.
- 15.3 The Teaching Centre Manager shall ensure that the face to face teaching hours in any one week do not exceed 24 per week.
- 15.4 If a teacher leaves the AMES prior to completion of the relevant settlement period an appropriate credit or debit adjustment to the teacher's payment on termination shall be made.
- 15.5 The adjustment shall reflect the difference between the total of the hours actually worked (including any period of approved leave in the relevant period) and the total of the hours that would have been worked in the relevant period but for the averaging arrangement.
- 15.6 Where applicable loadings in accordance with clauses 14.11, 14.12 and 14.13 shall apply to hours worked as part of an averaging arrangement.

16. Annual Leave and Weeks of Non-Attendance

- 16.1 In lieu of the provisions under the Annual Holidays Act 1944 the following classifications of employees shall not be required to attend their place of employment for the number of weeks as set out in the following schedule:

Classification	Annual Leave Weeks	Weeks of Non Attendance and Public Holidays
Ongoing Teacher	4	7
Full-time Temporary Teacher	4	7
Operations Manager	4	Nil

Senior Education Officer	4	Nil
Education Officer	4	Nil

- 16.2 From the date of commencement of this award all public holidays, other than Christmas Day, Boxing Day and New Year's Day which fall within the annual close down period, shall be included in the teacher's non attendance periods with no loss of entitlement to the public holiday.
- 16.3 Except where provision is otherwise made in this award, agreed non-attendance will be deemed to be in lieu of additional work.
- 16.4 Ongoing teachers and full-time temporary teachers who are deployed for periods not exceeding 12 weeks to positions which would otherwise not be in receipt of equivalent leave and agreed non-attendance will retain their leave and agreed non-attendance as provided by clause 16.1 hereof.

17. Sick Leave

- 17.1 Ongoing teachers, full-time temporary teachers, education officers, senior education officers and operations managers shall be entitled to 15 days sick leave per annum with the unused component of the annual entitlement being fully cumulative.
- 17.2 Additional sick leave in the first two years of service:
- 17.2.1 The provisions of this paragraph shall only apply to ongoing and full-time temporary teachers.
- 17.2.2 The maximum grant of additional sick leave during the first 2 years of service is 15 days.
- 17.2.3 Additional sick leave provided by this clause is available at any stage during the teacher's first two years of service but will only be granted in circumstances where:
- (a) there is no current concern regarding the teacher's use of sick leave;
 - (b) all sick leave entitlements have been exhausted.

18. Family and Community Service Leave

- 18.1 The Director shall, in the case of emergencies or in personal or domestic circumstances, grant to an employee some or all of the available family and community service leave on full pay.
- 18.2 Such cases may include, but are not limited to, the following:
- 18.2.1 compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;
- 18.2.2 accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- 18.2.3 emergency or weather conditions such as when flood, fire or snow, etc. threaten and/or prevent an employee from reporting for duty;
- 18.2.4 other personal circumstances, such as citizenship ceremonies, parent/teacher interviews or attending a child's school for other reasons.
- 18.3 Attendance at court by an employee to answer a charge for a criminal offence, if the Director considers the granting of family and community service leave to be appropriate in a particular case.
- 18.4 Employees who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).

- 18.5 Employees who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absences during normal working hours.
- 18.6 The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to an employee shall be the greater of the leave provided in subparagraph 18.6.1 and 18.6.2:
- 18.6.1 two and a half working days in the employee's first year of service and, on completion of the employee's first year of service, five working days in any period of two years;
- 18.6.2 after the completion of two years' continuous service, the available family and community service leave is determined by allowing one day's leave for each completed year of service, less the total amount of short leave or family and community service leave previously granted to the employee.
- 18.7 If the available family and community service leave is exhausted as a result of natural disasters, the Director shall consider applications for additional family and community service leave, if some other emergency arises.
- 18.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with sub clause 19.1 of clause 19 Personal/Carer's Leave, shall be granted when paid family and community service leave has been exhausted.
- 18.9 On the death of a person defined in subparagraph 19.1.3 (b) of clause 19 Personal/Carer's Leave, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an employee.
- 18.9.1 The employee must notify the Director as soon as practicable of the intention to take bereavement leave and will, if required by the Director, provide to the satisfaction of the Director proof of death.
- 18.9.2 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.
- 18.9.3 Bereavement leave may be taken in conjunction with other leave available under paragraphs 19.2, 19.3, 19.4 and 19.5. In determining such a request, the Director will give consideration to the circumstances of the employee and the reasonable operational requirements of the AMES.

19. Personal/Carer's Leave

- 19.1 Use of Sick Leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b), who is ill.
- 19.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub paragraph 19.1.3 (b) below, who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 17 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.
- 19.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.
- 19.1.3 The entitlement to use sick leave in accordance with this paragraph is subject to:
- (a) the employee being responsible for the care of the person concerned; and

- (b) the person concerned being:
- (1) a spouse of the employee; or
 - (2) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide basis; or
 - (5) a relative of the employee who is a member of the same household where, for the purposes of this section:
 - (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (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.

An employee, shall wherever practicable, give the Director 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 notice of absence, the employee shall notify the Director by telephone of such absence at the first opportunity on the day of absence.

- 19.2 Use of unpaid Leave for Family Purpose - An employee may elect, with the consent of the Director, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill.
- 19.3 Use of Annual Leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill.
- 19.3.1 An employee may elect, with the consent of the Director, subject to the Annual Holidays Act 1944, 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.
- 19.3.2 Access to annual leave, as prescribed in subparagraph 19.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- 19.3.3 An employee may elect with the Director's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- 19.4 Use of Time Off in Lieu of Payment for Overtime for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill.
- 19.4.1 An employee may elect, with the consent of the Director, to take time off in lieu of payment for overtime at a time or times agreed with the Director within twelve (12) months of the said election.

- 19.4.2 Overtime taken as time off during ordinary time hours shall be taken at ordinary time rate, that is an hour for each hour worked.
- 19.4.3 If, having elected to take time as leave in accordance with subparagraph 19.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.
- 19.4.4 Where no election is made in accordance with subparagraph 19.4.1 above, the employee shall be paid overtime rates in accordance with the award.
- 19.5 Make-up Time - An employee may elect, with the consent of the Director, to work 'make-up time' under which the employee takes time off ordinary hours for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

20. Adoption, Maternity and Parental Leave

- 20.1 Adoption, maternity and parental leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Government Sector Employment Act 2013 and the Government Sector Employment Regulation 2014 and will be in addition to those set out in the Industrial Relations Act 1996 (NSW) and Regulation.
- 20.2 On and from 1 January 2006 AMES teachers and related employees shall be entitled to adoption, maternity and parental leave in accordance with the relevant provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 published 31 July 2009 (368 I.G. 884) as varied, or its successor.
- 20.3 Right to Request
- 20.3.1 An employee entitled to adoption, maternity and parental leave may request the Director 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.
- 20.3.2 The Director 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 Director's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 20.3.3 The employee's request and the Director's decision made under 20.3.1 (ii) and 20.3.1 (iii) must be recorded in writing.
- 20.3.4 Where an employee wishes to make a request under 20.3.1(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.
- 20.4 Communication During Adoption, Maternity and Parental Leave

20.4.1 Where an employee is on parental leave and a definite decision has been made to introduce a significant change at the workplace, the Director 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.

20.4.2 The employee shall take reasonable steps to inform the Director 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.

20.4.3 The employee shall also notify the Director of changes of address or other contact details which might affect the Director's capacity to comply with 20.4.1.

21. Conditions of Employment - Casual Teachers

21.1 Annual Leave

No casual teacher shall receive annual leave, as a component for leave is included in the hourly rates.

21.2 Leave Loading

Casual teachers are not entitled to receive a leave loading.

21.3 Sick Leave

21.3.1 As at the date of the recommendation made by the Industrial Relations Commission on 8 May 2009 related to IRC Matter Number 2338 of 2009, casual teachers are not entitled to receive sick leave.

21.3.2 Notwithstanding, 21.3.1 a casual teacher who, prior to 8 May 2009 had an unused sick leave accrual, shall be entitled to access this accrual. Once a casual teacher exhausts their existing unused sick leave accrual no further paid sick leave will be granted.

21.4 Family and Community Services Leave

21.4.1 There is no entitlement to family and community services leave prior to completing 400 hours of paid duty in any teaching year. On completing 400 hours of paid duty in any teaching year, a casual teacher is eligible to apply for family and community services leave for extraordinary and pressing absences on rostered working days.

21.4.2 Within a teaching year, entitlement will accrue as follows:

400 - 531 hours of duty	6 hours leave
532 - 799 hours of duty	8 hours leave
800 + hours of duty	12 hours of leave

21.4.3 Unused credit shall not carry over from one year to another. Service shall not carry over from one year to the next, for the purposes of determining entitlement.

21.5 Special Leave

21.5.1 There is no entitlement to special leave prior to completing 400 hours of paid duty in any teaching year. On completing 400 hours of paid duty in a teaching year, a casual teacher is eligible to apply for special leave for absences of the nature of those listed below and which occur on rostered working days:

- (a) interpreting in court;
- (b) examination in a course of study;
- (c) graduation;
- (d) State emergencies;
- (e) jury service;
- (f) blood donation (if not possible in own time); and
- (g) any other reason which in the opinion of the Director warrants the grant of special leave.

21.5.2 Service shall not carry over from one year to the next, for the purposes of determining entitlement.

21.6 Parental Leave

21.6.1 Employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, Industrial Relations Act 1996, if they meet the definition of a regular casual employee (see section 53 (2) of the Industrial Relations Act 1996). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

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

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

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

21.7 Leave Without Pay - Casual teachers are not granted leave without pay.

21.8 Study Leave - Casual teachers are not granted leave for study.

21.9 Personal Carers Leave

21.9.1 Casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 19.1.3 (b) of the award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in 21.9.4(a), and the notice requirements set out in 21.9.4(b).

21.9.2 The Director and the casual teacher shall agree on the period for which the casual teacher will be entitled to not be available to attend work. In the absence of agreement, the casual teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.

21.9.3 The Director must not fail to re-engage a casual teacher because the casual teacher accessed the entitlements provided for in this clause. The rights of the Director to engage or not to engage a casual teacher are otherwise not affected.

21.9.4 The casual teacher shall, if required,

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

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

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

21.10 Bereavement entitlements for casual teachers

21.10.1 Casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member described in clause 19.1.3 (b) of the award on production of satisfactory evidence (if required by the Director).

21.10.2 The Director and the casual teacher shall agree on the period for which the casual teacher will be entitled to not be available to attend work. In the absence of agreement, the casual teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.

21.10.3 The Director must not fail to re-engage a casual teacher because the casual teacher accessed the entitlements provided for in this clause. The rights of the Director to engage or not engage a casual teacher are otherwise not affected.

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

21.11 Non-engagement on Attendance - Where a casual teacher reports for duty in a particular engagement on any day on the basis of a request by an authorised employee and is then advised that her/his services are not required, then the casual teacher shall be entitled to payment for that engagement at the appropriate rate.

21.12 Payment

21.12.1 A casual teacher shall attend and be paid only for face-to-face teaching in one or more engagements.

21.12.2 Casual teachers who perform duty after 5.30 pm or on a weekend shall be paid at the hourly rate of pay appropriate to their classification and year of service.

21.13 Incremental Progression - a casual teacher on completing a year of service, irrespective of breaks in that service, shall be entitled to progress to the next incremental step on the common salary scale.

22. Professional Development

- 22.1 AMES and the Federation confirm a commitment to training and development for all teachers and related employees. Teachers and related employees recognise the importance of maintaining and updating their skills. AMES recognises its obligations to provide teachers and related employees with opportunities to maintain and update their skills.
- 22.2 It is the aim of AMES and the Federation that the teachers and related employees of AMES shall be provided with opportunities for training and development so that they will continue to form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing the highest quality service.
- 22.3 In order to develop their skills and to meet the aims and objectives of AMES, teachers and related employees may be provided with the opportunity to move between tasks and functions consistent with their classifications and positions. Such opportunities shall be identified in consultation with teachers and related employees having regard to the professional and career development needs of individuals, target groups, efficient organisation of work and personal considerations.
- 22.4 AMES will facilitate the professional development, skills enhancement and career development opportunities of employees and improve effectiveness through a range of activities.

23. Ames Year

- 23.1 The AMES Year means a period of 50 weeks, excluding the two-week period surrounding Christmas/New Year, during which educational programs may be conducted.
- 23.2 Within the 50 weeks of operation, courses will be scheduled to maximise use of existing accommodation and facilitate access for students.
- 23.3 In each preceding year, Teaching Centre Managers will provide program managers with a plan of courses appropriate to the region for the next academic year.
- 23.4 Subject to Clause 23.5, from the date of commencement of this award, annual leave accrued by teachers during the year must be cleared by 1 February of the following year.
- 23.5 In exceptional circumstances a teacher may be granted permission by the Director to accrue a limited amount of annual leave to meet the exigencies of the particular situation. Any such application must be in writing to the Director and set out the nature of the exceptional circumstances relied upon.
- 23.6 Teachers who elected to accrue annual leave prior to or in 2009 shall be entitled to take such accrued leave, but may only do so in course blocks or in configurations arranged on an agreed basis between the teacher and the operations manager, taking into account of the need to minimise disruption to educational programs.
- 23.7 No teacher may be directed to teach beyond eleven consecutive weeks without taking a course break of at least one week.

24. Transfer Procedures

- 24.1 Requested Transfers
- 24.1.1 This procedure provides for transfer of an ongoing teacher at the request of the teacher.
- 24.1.2 An ongoing teacher may apply at any time in writing to transfer from one teaching centre to another.
- 24.1.3 A register of transfer applications will be maintained for each teaching centre. The register will be published annually and a copy forwarded to each teaching centre.

24.1.4 Transfer applications will be ranked according to date of receipt. Where two or more requests are received on the same date priority in ranking will be determined on the basis of the closest recorded home address to the vacancy to be filled.

24.1.5 Transfers of eligible teachers will take place once each year on a nominated transfer date prior to the nominal first course date in each year.

24.1.6 To be eligible for transfer a teacher must at the date of transfer be on duty or on a form of approved leave.

24.1.7 A teacher who is offered a transfer for which that teacher has applied shall be removed from all transfer registers.

24.1.8 Requested Transfers will be published in the Staff Bulletin.

24.2 Operational Transfers

24.2.1 Operational transfers may be directed by the Director at any time in order to meet AMES operational requirements.

24.2.2 Except in cases where there are special fitness requirements, for example, a requirement for bilingual teaching, when it is necessary to effect an operational transfer the Director shall first offer the transfer in accordance with the transfer register. If the transfer is not accepted, or if there are no applications for transfer, the Director shall offer the transfer to all teachers in the teaching centre from which the transfer is to be made. If the transfer is not accepted, or if there are two or more applications for transfer, the Director shall nominate for transfer the teacher with the closest recorded home address to the vacancy to be filled.

24.2.3 In cases where there is a special fitness requirement the Director shall firstly offer the transfer to all teachers who meet the special fitness requirement. If the transfer is not accepted or if two or more applications to transfer are received, the Director shall nominate for transfer the teacher who meets the special fitness requirement with the closest recorded home address to the vacancy to be filled.

24.2.4 A teacher nominated for operational transfer shall be given a minimum of two weeks notice before they are required to transfer.

24.2.5 A teacher may apply to the Director to be excluded from operational transfer on compassionate grounds for up to twelve months where there are exceptional and compelling circumstances. Applications for exclusion from operational transfer must contain full and substantiated grounds and supporting documents, where appropriate.

24.2.6 Operational transfers shall be considered temporary until the nominated transfer date in each year, at which time the transfers shall be offered in accordance with the procedures set out in subclause 24.1. If a transfer that is offered in accordance with subclause 24.1 is not accepted, the operational transfer will be confirmed and will cease to be considered temporary.

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

26. Dispute Resolution Procedures

- 26.1 Subject to the provisions of the Industrial Relations Act 1996, the following procedures shall apply:
- 26.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace then the employee and/or the Federation's workplace representative shall raise the matter with the appropriate supervisor as soon as practicable.
- 26.1.2 The supervisor shall discuss the matter with the employee and/or the Federation's representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 26.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute, or in relation to matters where it is inappropriate, or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with the Director or the Director's nominee with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 26.1.4 Where the procedures in paragraph 26.1.3 do not lead to resolution of the dispute, the matter shall be referred to the Deputy Secretary, Corporate Services of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 26.2 Should the above procedures not lead to a resolution then either party may make application to the Industrial Relations Commission of New South Wales.
- 26.3 While the dispute resolution procedure is being followed, the status quo will remain. The status quo is the situation which prevailed before the cause of the dispute.
- 26.4 Where the subject of the dispute involves the Director or the Director's nominee, the matter may be referred to the Deputy Secretary with responsibility for Corporate Services/Secretary as appropriate.

27. Goods and Services Tax

- 27.1 The parties shall monitor the overall impact of the Commonwealth Government's goods and services tax through the term of the award. In the event that the Industrial Relations Commission makes a State decision (as defined by section 49 of the Industrial Relations Act 1996) having regard to the impact on wages of the goods and services tax, the Federation reserves the right to make application to the Industrial Relations Commission in relation to that decision.

28. Flexible Working Arrangements

- 28.1 Subject to the operating needs of AMES, where possible, employees should be assisted to deal with family responsibilities through flexible leave and working arrangements in accordance with current Government policy.

29. Deduction of Union Membership Fees

- 29.1 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.
- 29.2 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.
- 29.3 Subject to 29.1 and 29.2 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.
- 29.4 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.
- 29.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 29.6 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.

30. No Further Claims

- 30.1 Except as provided by the Industrial Relations Act 1996, prior to 31 December 2016, there shall be no further claims by the parties to this award for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters expressly contained in this award.

31. Secure Employment Test Case - Occupational Health and Safety Obligations

- 31.1 For the purposes of this clause, the following definitions shall apply:
- 31.1.1 A "labour hire business" is a businesses (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
- 31.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 31.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- 31.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- 31.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
- 31.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 31.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 31.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.
- 31.4 Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- 31.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

32. Annual Leave Loading

- 32.1 General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 32.2 to 32.6 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 32.2 Loading on additional leave accrued - Where additional leave is accrued by a staff member:-
- 32.2.1 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.
- 32.2.2 If stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- 32.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- 32.3.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
- 32.3.2 17½% annual leave loading.
- 32.4 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- 32.5 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.

- 32.6 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- 32.6.1 Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two (2) consecutive weeks recreation leave. Where a staff member does not have at least 2 weeks recreation leave available, the staff member may use a combination of recreation leave and any of the following: public holidays, extended leave, leave without pay, time off in lieu, rostered day off. The staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
- 32.6.2 If at least two weeks leave, as set out in paragraph 32.6.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year.
- 32.6.3 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 32.6.1 of this subclause, is taken.
- 32.6.4 A staff member who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the staff member's serious and intentional misconduct.
- 32.6.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

33. Sick Leave - Workers Compensation

- 33.1 The Secretary shall advise each staff member of the rights under the Workers Compensation Act 1987, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- 33.2 A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the Workers Compensation Act 1987 shall be required to lodge a claim for any such compensation.
- 33.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Secretary shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- 33.4 The Secretary will ensure that, once received by the Department, a staff member's workers compensation claim is lodged by the Department with the workers compensation insurer within the statutory period prescribed in the Workers Compensation Act 1987.
- 33.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Secretary shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- 33.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- 33.7 If a staff member notifies the Secretary that he or she does not intend to make a claim for any such compensation, the Secretary shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 33.8 A staff member may be required to submit to a medical examination under the Workers Compensation Act 1987 in relation to a claim for compensation under that Act. If a staff member refuses to submit to a

medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.

- 33.9 If the Secretary provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the Workers Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998 and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 33.10 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the Workers Compensation Act 1987.
- 33.11 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:-
- 33.11.1 The staff member's claim for workers compensation;
 - 33.11.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 33.11.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 33.11.4 Action taken by the Secretary either under the Workers Compensation Act 1987 or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

34. Special Leave

34.1 Special Leave - Jury Service

34.1.1 A staff member shall, as soon as possible, notify the Secretary of the details of any jury summons served on the staff member.

34.1.2 A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Secretary a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the Jury Act 1977 in respect of any such period.

34.1.3 When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Secretary shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Secretary shall grant, at the sole election of the staff member, available recreation leave on full pay or leave without pay.

34.2 **Witness at Court - Official Capacity** - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at court as a witness in an official capacity shall be paid by the Department.

34.3 **Witness at Court - Other than in Official Capacity - Crown Witness** - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

34.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and

- 34.3.2 Pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- 34.3.3 Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the Department for the required period.
- 34.4 Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.
- 34.5 Special Leave - Examinations -
- 34.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Secretary.
- 34.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 34.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- 34.6 Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 35, Trade Union Activities Regarded as Special Leave of this award.
- 34.7 Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or leave without pay, if the operational requirements allow.
- 34.8 Return Home When Transferred to New Location -- Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 34.9 A staff member who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.
- 34.10 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 38, Leave for Matters Arising From Domestic Violence, have been exhausted, the Secretary shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

35. Trade Union Activities Regarded as Special Leave

- 35.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:
- 35.1.1 Annual or biennial conferences of the Association;
- 35.1.2 Meetings of the Association's Executive, Committee of Management or Councils;

- 35.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 35.1.4 Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- 35.1.5 Attendance at meetings called by the DPE, as the employer for industrial purposes, as and when required;
- 35.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
- 35.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 35, 36 and 37 apply.

36. Trade Union Activities Regarded as On Duty

- 36.1 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:
 - 36.1.1 Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the Occupational Health and Safety Act 2000 and the Occupational Health and Safety Regulation 2001.
 - 36.1.2 Attendance at meetings with workplace management or workplace management representatives;
 - 36.1.3 A reasonable period of preparation time, before-
 - (a) meetings with management;
 - (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (c) any other meeting with management,
by agreement with management, where operational requirements allow the taking of such time;
 - 36.1.4 Giving evidence in court on behalf of the employer;
 - 36.1.5 Appearing as a witness before the Government and Related Employees Appeal Tribunal;
 - 36.1.6 Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;
 - 36.1.7 Presenting information on the Association and Association activities at induction sessions for new staff of the Department; and
 - 36.1.8 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

37. Trade Union Training Courses

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

37.1.1 Accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Department Head and the Federation.

37.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Federation or a training provider nominated by the Federation. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:

- (a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
- (b) Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
- (c) All travelling and associated expenses being met by the staff member or the Association;
- (d) Attendance being confirmed in writing by the Association or a nominated training provider.

38. Leave for Matters Arising from Domestic Violence

- 38.1 The definition of domestic violence is found in clause 3.6 of this award.
- 38.2 Leave entitlements provided for in clause 18, Family and Community Service Leave, clause 17, Sick Leave and clause 19, Personal/Carer's Leave, may be used by staff members experiencing domestic violence.
- 38.3 Where the leave entitlements referred to in subclause 38.2 are exhausted, the Secretary shall grant Special Leave as per clause 34.10.
- 38.4 The Secretary will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 38.5 Personal information concerning domestic violence will be kept confidential by the agency.
- 38.6 The Secretary where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

39. Lactation Breaks

- 39.1 This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 39.2 A full-time staff member or a part-time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 39.3 A part-time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 39.4 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.

- 39.5 The Secretary shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 39.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- 39.7 Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 39.8 Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 17, Sick Leave of this award.

40. Leave Without Pay

- 40.1 The Department Head may grant leave without pay to a staff member if good and sufficient reason is shown.
- 40.2 Leave without pay may be granted on a full-time or a part-time basis.
- 40.3 Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- 40.4 Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 40.5 A staff member who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Department Head.
- 40.6 A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 40.7 No paid leave shall be granted during a period of leave without pay.
- 40.8 A permanent appointment may be made to the staff member's position if:
- 40.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 40.8.2 the staff member is advised of the Department's proposal to permanently backfill their position; and
 - 40.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - 40.8.4 the Department advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 40.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 40.10 The staff member does not cease to be employed by the Department if their position is permanently backfilled.

41.11 Subclause 40.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 20.3.1(ii) of clause 20, Adoption, Maternity and Parental Leave.

41. Area, Incidence and Duration

41.1 This award shall apply to all teachers and related employees employed within the NSW Adult Migrant English Service.

41.2 This award rescinds and replaces the Crown Employees NSW Adult Migrant English Service (Teachers and Related Employees) Award published 3 August 2012 (373 I.G. 1012) and the variation published on 21 December 2012 (375 I.G. 256) and the correction published on 5 April 2013 (375 I.G. 422).

41.3 This award shall commence on and from 1 January 2014 and remain in force until 31 December 2016.

PART B

MONETARY RATES

Table 1 - Salaries

	From the first pay period to commence on or after 1.1.2014 \$	From the first pay period to commence on or after 1.1.2015 \$	From the first pay period to commence on or after 1.1.2016 \$
Salary Scale for Ongoing Teachers, Full Time temporary Teachers and Education Officers			
Increase	2.27%	2.00%	2.15%
1st Salary Level	56,891	58,029	59,277
2nd Salary Level	59,932	61,131	62,445
3rd Salary Level	62,972	64,231	65,612
4th Salary Level	66,010	67,330	68,778
5th Salary Level	69,485	70,875	72,399
6th Salary Level	72,528	73,979	75,570
7th Salary Level	75,563	77,074	78,731
8th Salary Level	78,605	80,177	81,901
9th Salary Level	82,299	83,945	85,750
10th Salary Level	89,597	91,389	93,354
Salary Scale for Senior Education Officers			
Increase	2.27%	2.00%	2.15%
Senior Education Officer			
Class II	120,617	123,029	125,674
Senior Education Officer			
Class I			
Year 1	102,800	104,856	107,110
Year 2	107,045	109,186	111,533
Year 3	111,292	113,518	115,959
Salary Scale for Operations Managers			
Increase	2.27%	2.00%	2.15%
Operations Manager	146,685	149,619	152,836
Casual Teachers			
Increase	2.27%	2.00%	2.15%
1st Salary Level	70.05	71.45	72.99
2nd Salary Level	73.81	75.29	76.91
3rd Salary Level	77.55	79.10	80.80
4th Salary Level	81.30	82.93	84.71
5th Salary Level	85.59	87.30	89.18

Table 2 - Other Rates

Item No.	Clause No.	Brief Description	2.27% From the first Pay period to commence on or after 1.1.2014 \$	2.00% From the first Pay period to commence on or after 1.1.2015 \$	2.15% From the first Pay period to commence on or after 1.1.2016 \$
1	11	Education Officer after 12 months on the maximum of the common salary scale	3,886	3,964	4,049
		after a further 12 months on the maximum of the common salary scale	3,886	3,964	4,049
2	11.3	Teacher nominated to undertake additional responsibilities	6,883	7,021	7,172

I. TABBAA, Commissioner

 Printed by the authority of the Industrial Registrar.

HIGHER SCHOOL CERTIFICATE MARKING AND RELATED CASUAL EMPLOYEES RATES OF PAY AND CONDITIONS AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Board of Studies, Teaching and Educational Standards.

(No. IRC 547 of 2014)

Before The Honourable Justice Walton, President

11 July 2014

AWARD

This award is arranged as follows:

Clause No.	Subject Matter
Section 1 - The Award	
1.	Award Title
2.	Intention
3.	Definitions
Section 2 - Conditions of Marking and Related Matters	
4.	HSC Marking Procedures
5.	Marking of Written Papers
6.	Privacy
Section 3 - Conditions of Employment	
7.	Duties of Marking and Inquiry Centre Staff
8.	Hours of Work
9.	Provision of Facilities
10.	Recruitment and Appointment of Marking Staff
11.	Termination of Services
12.	Qualifications
13.	Reporting of Performance
14.	Family Leave Provisions
Section 4 - Rates of Pay and Allowances	
15.	Rates of Pay and Allowances
16.	Deduction of Unions' Membership Fees
17.	Superannuation
18.	Salary Sacrifice to Superannuation
Section 5 - Award Compliance and Related Matters	
19.	Nomination of Unions' Representatives
20.	Dispute Resolution Procedures
21.	No Further Claims
22.	Anti-Discrimination
23.	Work Health and Safety
24.	Area Incidence and Duration

SCHEDULE 1

Table 1 - Weekday, Weekday Supplementary,
Weeknight/Saturday and Sunday Rates

Table 2 - External and Corporate Per Unit Marking Rates

Table 3 - Languages Other Than English (LOTE) Examiners
Hourly Rates

Table 4 - Other Rates and Allowances

Table 5 - Hourly Rates to Apply to Corporate On-screen
Marking

SECTION 1 - THE AWARD**1. Title**

This award shall be known as the (Higher School Certificate Marking and Related Casual Employees) Rates of Pay and Conditions Award 2014.

2. Intention

- 2.1 This award provides for increases in rates of pay and those allowances that are not regulated by other instruments consistent with the NSW Public Sector Wages Policy 2011.
- 2.2 The increases in the rates of pay and allowances in Schedule 1 arise from a net increase of 2.5% per annum (inclusive of expected increases in the Superannuation Guarantee Levy) plus 0.5% per annum. The increase in the employee-related costs of this latter annual component is to be fully offset by the employee-related cost savings directly arising from the changed work practices identified in clauses 5.5 and 5.6 of the award.

3. Definitions

- 3.1 "the Act" means the Government Sector Employment Act 2013.
- 3.2 "Assistant Officer in Charge HSC Inquiry Centre" means a person employed as such to assist the Director, or delegate, in the supervision of the HSC Inquiry Centre.
- 3.3 "Assistant Supervisor of Marking" means a person employed as such to assist the Supervisor of Marking.
- 3.4 "Board" means the Board of Studies, Teaching and Educational Standards a statutory body corporate established by Section 4 of the Board of Studies, Teaching and Educational Standards Act 2013.
- 3.5 "Chief Executive" means the person holding or acting in the position of Agency Head of the Board of Studies, Teaching and Educational Standards Staff Agency.
- 3.6 "Corporate marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations, whether written or other, carried out at centres designated by the Chief Executive during the day and night.
- 3.7 "Director" means the person holding or acting in the Senior Executive position appointed with responsibility for the Higher School Certificate programs pursuant to the Government Sector Employment Act 2013.
- 3.8 "Discrepant" means a difference in the marks allocated to a student's examination response which has been double marked which exceeds the parameters set out in clause 4.2 of this award. For questions where a single mark is awarded by each examiner, two marks are discrepant if their difference is equal to or greater than a fixed proportion of the maximum mark value of the question.

- 3.9 "External Marker" means a person employed as such to undertake a program of marking of the HSC and paid by the number of questions, papers or parts of papers marked, with additional payment on an hourly basis for briefing and pilot marking.
- 3.10 "External Marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations, whether written or other, where the responses are collected by or delivered to the markers to mark in their own time, and at individual locations including domestic locations.
- 3.11 "Double Marking" means a process where two markers make independent judgements concerning the relative merit of a student's examination response and each allocates a mark in accordance with the approved marking scheme and with each marker being unaware of the mark allocated by the other marker.
- 3.12 "Employees" means Markers, External Markers, Senior Markers, Assistant Supervisors of Marking, Supervisors of Marking, Assistant Officer-in-Charge Inquiry Centre, Inquiry Officers, LOTE Examiners and LOTE Casuals.
- 3.13 "HSC" means the Higher School Certificate examination.
- 3.14 "HSC Inquiry Centre" means the HSC telephone inquiry service which operates following the release of HSC results and is staffed by Inquiry Officers and the Assistant Officer-in-Charge HSC Inquiry Centre.
- 3.15 "HSC Inquiry Centre Staff" means persons employed in the classifications of Inquiry Officer and the Assistant Officer in Charge HSC Inquiry Centre.
- 3.16 "Inquiry Officer" means a person employed as such to answer inquiries from students at the HSC Inquiry Centre.
- 3.17 "Itinerant marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations, whether written or other, which occurs at various successive locations and where the markers travel between these decentralised locations at which the responses are produced or held.
- 3.18 "Languages other than English (LOTE) Examiner" means a person employed as such released from their normal teaching duties while on full pay during the normal working day, to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the Chief Executive for students other than those being taught as part of the Examiner's normal teaching duties. LOTE Examiners do not assign marks.
- 3.19 "Languages other than English (LOTE) Casual" means a person employed as such (who is not normally employed in a teaching position for which paid relief is provided) to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the Chief Executive. LOTE Casuals do not assign marks.
- 3.20 "Marker" means a person employed as such for the purpose of Corporate marking, External marking or Itinerant marking.
- 3.21 "Marking Staff" means all persons employed in the classifications of Markers, Senior Markers, Assistant Supervisors of Marking and Supervisors of Marking.
- 3.22 "On-screen Marking" means the marking of examination responses provided to Marking Staff or External Markers via the internet or a computer network.
- 3.23 "Paid Relief" means the reimbursement made to a school, college or school system to cover the employment of a replacement teacher to replace the teacher involved in marking or the Languages other than English (LOTE) Examiner conducting languages other than English examinations (as per definition), with the intention that the reimbursement made is to enable a replacement teacher to perform

the normal duties of the teacher involved in marking or the teacher conducting languages other than English examinations.

- 3.24 "Parties" means the Chief Executive and the unions.
- 3.25 "Senior Marker" means a person employed as such to undertake marking as required and to supervise a team of markers under the direction of the Supervisor of Marking and the Assistant Supervisor of Marking.
- 3.26 "Supervisor of Marking" means a person employed as such to manage the marking operation in particular subjects, courses or parts of courses as determined by the Chief Executive.
- 3.27 "Unions" means the New South Wales Teachers Federation, the National Tertiary Education Union of New South Wales and the NSW/ACT Independent Education Union.

SECTION 2 - CONDITIONS OF MARKING AND RELATED MATTERS

4. HSC Marking Procedures

- 4.1 Double Marking shall be used for questions which require an extended response such as essays, creative writing and responses to literature and will be used in all subjects where double marking was applied in the 1998 HSC.
- 4.2 The identification of discrepant marks will be made in accordance with the following parameters:
- (a) For questions where a single mark is awarded by each examiner - where the difference between the two examiners' marks is equal to or greater than one-third of the range of marks allocated to the question.
 - (b) Where the mark awarded for the question comprises marks awarded to a number of part questions - where the difference between the total mark awarded for the question by each examiner is equal to or greater than one-quarter of the range of marks.
- 4.3 Where marks for a student's examination response are found to be discrepant pursuant to clause 4.2, the student's examination response will undergo a third independent marking.
- 4.4 The parties to the award agree to consult in relation to the application of double marking and discrepant marking prior to each marking period.

5. Marking of Written Papers

- 5.1 Pen-and-paper marking is undertaken by marking staff travelling to a centre to mark between 4.00 p.m. and 9.00 p.m. Monday to Friday and 9.00 a.m. and 5.00 p.m. on Saturdays.
- 5.2 A proportion of marking of written papers may occur between 9 am and 5.30 pm Monday to Friday in the case only of:
- (a) briefing, pilot marking, standards setting and other related duties performed during the day prior to the commencement of evening marking at a centre or at the conclusion of the marking program for a course; and
 - (b) corporate marking performed in accordance with sub-clauses 5.3 to 5.5, referred to as day marking.
- 5.3 The particular subjects, courses or parts of courses to be marked by corporate marking between 9 am and 5.30 pm Monday to Friday:
- (a) in the Sydney metropolitan area will be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking;

- (b) in areas outside the Sydney metropolitan area may be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking.
- 5.4 No more than 12 per cent of the total hours of written marking shall be marked by corporate marking between 9 am and 5.30 pm Monday to Friday.
- 5.5 On-screen Marking of HSC papers and questions, on a Corporate or External Marking basis will be used for those subjects, courses or questions as determined by the Chief Executive, at his or her discretion without limit each year.
- 5.6 For the purposes of achieving the requisite employee-related cost savings to fully offset the increases in remuneration that increase employee-related costs by more than 2.5% per annum (i.e. 0.5% in 2014, 2015 and 2016), the Chief Executive has determined that there will be not less than 55% of all Corporate and External marking of HSC papers and questions as measured by the total work value of responses undertaken by On-screen Marking in 2014; not less than 62% in 2015 and not less than 70% in 2016.
- 5.7 Each year the parties agree to consult over the operation of corporate marking between 9 am and 5.30 pm Monday to Friday in the preceding marking period. Such consultation shall include, without being limited to, discussion of the following issues - the mix of metropolitan and non-metropolitan corporate marking between 9 am and 5.30 pm Monday to Friday and the subjects in which corporate marking between 9 am and 5.30 pm Monday to Friday is utilised.

6. Privacy

The parties note the regulations to the Education Act 1990. In respect of the HSC Inquiry Centre, information regarding individual students, individual Inquiry Centre staff and individual schools will not be publicly disclosed.

SECTION 3 - CONDITIONS OF EMPLOYMENT

7. Duties of Marking and Inquiry Centre Staff

7.1 Marking Staff

Without limiting the generality of clause 7.3, the duties of marking staff involve attendance at designated venues or external settings for External Markers according to a program determined by the Chief Executive comprising pilot marking, marking, briefing, standards setting and other activities associated with examination scripts, projects and performances for Higher School Certificate assessment purposes. These activities can take place in a range of school, marking centre and external settings.

7.2 Inquiry Centre Staff

Without limiting the generality of clause 7.3, the duties of Inquiry Centre staff are to respond to student and teacher questions regarding aspects of their Higher School Certificate results and assessment marks.

7.3 Duties as Directed

- (a) The Chief Executive, or his/her delegate, nominee or representative, may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classifications covered by this award and provided that such duties are not designed to promote deskilling.
- (b) Any directions issued by the Chief Executive pursuant to paragraph (a) of this clause shall be consistent with the Chief Executive's responsibility to provide a safe and healthy working environment.

8. Hours of Work

- 8.1 The ordinary hours of work for Employees shall be:
- (a) Monday to Friday Corporate Marking HSC:
 - (i) 9 am to 5.30 pm; or
 - (ii) 4 pm to 9 pm.
 - (b) Saturday Corporate Marking HSC and the conducting of languages other than English speaking and listening skills examinations on Saturdays 9 am to 5 pm.
 - (c) Monday to Friday HSC Inquiry Centre - no more than eight hours employment in the period 8.30 am to 6 pm.
 - (d) Itinerant Marking - 9 am to 3.30 pm Monday to Friday, 9 am to 5 pm Saturday.
 - (e) External Marking - outside the hours midnight to 6 am. At the request of Markers, Supervisors of Marking may request the Director to vary the hours of work for particular subjects to outside the hours midnight to 5 am.
- 8.2 Provided that, with the exception of External Markers, all other Employees will be entitled to a meal break of either a half-hour, if agreed by a majority of markers at the initial briefing session by vote supervised by the Supervisor of Marking, or one-hour between the hours, as applicable, of:
- (a) 12.30 pm to 2 pm, Monday to Friday;
 - (b) 6 pm to 7.30 pm, Monday to Friday;
 - (c) 12.30 pm to 2 pm, Saturday.
- 8.3 With the exception of External Markers, employees will be entitled to a morning and afternoon tea break of ten minutes each on each work day which will count as time worked.
- 8.4 Hours of work for Languages other than English (LOTE) Examiners shall be pursuant to the minimum shift engagement of three hours between 9 am to 3.30 pm on weekdays.
- 8.5 With the exception of HSC Inquiry Centre staff and External Markers, and at the request of the markers of a particular subject, Supervisors of Marking may ask the Director to vary the hours of work for that subject as follows:
- (a) Commencing work at 8.30 am and finishing at 4.30 pm on Saturdays.
 - (b) Commencing work at 4 pm and finishing at 9.15 pm and 8.45 pm respectively on Monday to Friday.
 - (c) If a half hour meal break is elected pursuant to clause 8.2, either commencing work a half hour later or finishing work a half hour earlier.
- 8.6 Subject to the progress of marking in particular subjects, courses or parts of courses, Supervisors of Marking may request the Director to allow an unpaid lay night where no marking is undertaken in a particular subject, courses or parts of courses on that night.
- 8.7 Itinerant examiners shall have up to one hour of unpaid travelling time, with one hour for lunch for the remuneration as applicable according to whether they are released from full-time teaching or not as set out in clauses 15.2.2 and 15.2.3 respectively. All other marking shall be remunerated at the applicable rates as set out in clauses 15.2.1 and 15.2.4. Additional travelling time shall be paid at the weekday rate as set out in clause 15.2.3.

- 8.8 Employees engaged in Corporate Marking may, subject to the agreement of the majority of employees affected, reach agreement with the relevant Supervisor of Marking to work beyond the scheduled finishing times described in clause 8.1. In the event this involves Employees working beyond their regular shift of 9 am to 5.30 pm weekdays and 9 am to 5 pm Saturday until 6.30 pm then a further meal allowance is payable notwithstanding the provisions of clause 15.5.

9. Provision of Facilities

9.1 Tea/Coffee

9.1.1 Adequate tea, coffee, milk, sugar and refrigerator facilities will be provided at each marking centre.

9.1.2 Access of employees to tea and coffee facilities will, at all times, be subject to the directions of the Supervisors of Marking to ensure minimal interruption to the marking process.

9.1.3 Employees will supply their own cups for tea and coffee during the employment.

9.2 Work Health and Safety

9.2.1 Marking centres will be clean and tidy prior to the commencement of marking each day in accordance with work health and safety legislation standards.

9.2.2 Personal headsets will be provided for HSC Inquiry Centre staff.

9.2.3 The parties to the award will monitor and address any work health and safety issues arising from the implementation of on-screen marking.

9.3 Proof of Identity

Employees will supply their own photograph, of a standard passport size, for attachment to an identification card. Unless marking in an External marking setting employees will carry identification cards at all times during the marking and the HSC Inquiry Centre processes. Employees will replace photographs in the event of the loss of a card.

9.4 Other Facilities

Marking centres will be provided with adequate toilets, first-aid facilities and eating areas.

10. Recruitment and Appointment of Marking Staff

10.1 Supervisors of Marking

Supervisor of Marking applications will be considered by a Selection Committee chaired by the Director's nominee. The following factors will be used in selecting the most eligible applicant.

10.1.1 Previous marking experience as a Senior Marker, Coordinating Senior Marker or Assistant Supervisor of Marking.

10.1.2 Substantial and recent teaching experience at a senior level.

10.1.3 Demonstrated high level organisational, management and leadership skills. eg. position on staff.

10.1.4 Demonstrated ability to manage a complex operation such as a marking centre.

10.1.5 Qualifications in the subject - university degree or recognised equivalent.

10.1.6 Membership of professional bodies associated with the subject, eg. curriculum committees, professional associations, etc.

10.2 Criteria for Marker Selection

10.2.1 The Board will ensure that subject specific criteria used by the Supervisor of Marking (SOM) when making his/her selection/non-selection conforms with the general selection criteria and has been applied consistently across the subject/course.

The following general criteria will be used in selecting markers.

10.2.1.1 Total number of years teaching the subject/course - As a general guide, three years' experience teaching the subject/course at a senior level will be regarded as a minimum requirement for appointment as a marker.

10.2.1.2 Recent teaching of the subject/course - As a general guide, an applicant who has not taught the course/subject in the last 3 years is regarded as not having recent teaching experience.

10.2.1.3 Retired applicants - The requirement for adequate recency of teaching will mean that, in most cases, retired applicants will not be eligible for appointment.

10.2.1.4 Qualifications - Normally a degree with a major in the subject or a program of study deemed to be equivalent is required for appointment as a marker.

10.2.1.5 Current position within the school - School Principals are not eligible for appointment as a marker. Preference is given to teachers directly involved in the organisation and teaching of the subject.

10.2.1.6 Part-time and casual teachers - In most cases, applicants who are casual teachers will not have sufficient teaching experience. However, there may be instances where the applicant is a casual teacher but has had experience teaching blocks of senior classes which may amount to the minimum required years teaching experience for appointment.

10.2.1.7 Turnover of markers - A minimum of 10 per cent of markers appointed each year will not have marked previously. This is a policy aimed at increasing the pool of teachers with marking experience in each subject.

In subjects where the number of applicants exceeds the number of available positions, a limit on the number of years for appointment to marking may be applied.

10.2.1.8 Topic expertise - Where necessary, an applicant may be appointed on the basis of the expertise they have in a particular area of the subject/course.

10.2.1.9 Previous satisfactory marking - Although previous marking experience should be considered in determining an applicant's qualifications for appointment, the Board will not automatically reappoint a marker from the previous year. Markers deemed to have an unsatisfactory performance level may not be appointed in subsequent years.

10.2.1.10 Other relevant experience in promoting the subject - An applicant who has not had any recent experience teaching the course or the subject may be appointed if the Board deems their experience relevant to the marking program.

10.2.1.11 Distance - Appointment of markers will be restricted to teachers who can ensure that they will be able to commence marking as scheduled each day. Any applicant

who is outside reasonable distance from the marking centre must show ability to get there on time.

Applicants who live a long distance from the marking centres but have indicated that they intend to take leave if appointed will be considered eligible in terms of this criterion.

10.2.1.12 Declaration and approval - The application must include a declaration by the Principal or Dean of Studies at TAFE or relevant supervisor that

(i) the information provided by the applicant is, to the best of their knowledge, correct;

(ii) the application is approved.

10.2.1.13 Selection of markers is based on the information provided on the application. The Board will not contact an applicant who has not provided information that is crucial in determining that person's eligibility. Applicants are responsible for providing complete and accurate information.

10.2.1.14 If a marker's application is submitted after the closing date, the applicant will only be appointed if there is a shortage of qualified applicants.

10.2.1.15 In selecting markers, consideration will be given to a balanced representation of markers from Government Schools, Catholic Schools, Independent Schools, Institutes of TAFE and universities.

10.2.2 Criteria Specific to Marker Selection -

10.2.2.1 Appointment to more than one marking session - In order to give as many suitably qualified applicants the opportunity to participate in marking, applicants will generally be appointed to only one course and to one session where there is both a practical and written component.

10.2.2.2 Appointed markers will need to be available for all marking sessions, including briefing and pilot marking, and will have agreed to this and all other conditions of employment when submitting their application. Applicants who do not agree to the conditions of employment will not be appointed.

10.3 Criteria Specific to Selection of Marking Staff for On-screen Marking

Markers applying for on-screen marking where the marking is not to occur in a Corporate Marking Centre must ensure that they can provide access to a fast and reliable internet service for the purposes of marking.

10.4 Provision of Information

(a) The unions party to the award shall have access to information concerning the application of criteria for particular applicants.

(b) The unions shall have access to information on the distribution of applicants appointed from various schools and different education systems.

(c) An applicant who is not appointed shall be advised of the reason for non-appointment.

11. Termination of Services

An employee is entitled to 48 hours' notice of termination of services, or the equivalent of two days' ordinary pay in the relevant employment classification, except where termination of services is on account of misconduct of any kind or any unsatisfactory standard of work or voluntary withdrawal by the employee.

12. Qualifications

The minimum qualifications and experience for employment under this award shall be determined by the Chief Executive.

13. Reporting of Performance

A system of appraisal of performance of Employees will be undertaken during the HSC marking with the exception of HSC Inquiry Centre staff. This will involve provision of an individual report at the conclusion of marking to Employees showing:

- (i) an overall grading of his/her performance;
- (ii) supporting information relating to accuracy and rate of marking;
- (iii) an indication of his/her attendance record throughout the marking;
- (iv) a written comment describing his/her performance throughout the marking; and for Senior Markers
- (v) an indication of his/her performance relating to leading a marking team, the production of marking kits and monitoring marking.

14. Family Leave Provisions

14.1 The Chief Executive must not fail to re-engage an Employee because:

14.1.1 The Employee or Employee's spouse is pregnant; or

14.1.2 The Employee is or has been immediately absent on parental leave

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

14.2 Personal Carers entitlement for Employees

14.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to evidentiary requirements set out below in (14.3), and the notice requirements set out in (14.4).

14.2.1.1 A family member for the purposes of above is:

a spouse or family member; or

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

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), a grandparent, grandchild or sibling of the Employee or of the spouse or de facto spouse of the Employee; or

a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or a relative of the Employee who is a member of the same household, where for the purposes of this definition:

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

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

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

14.2.2 The Chief Executive and the Employee shall agree on the period which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

14.2.3 The Chief Executive must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

14.3 The Employee, shall if required,

14.3.1 Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

14.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an emergency resulted in the person concerned requiring care by the Employee.

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

14.4 The Employee must, as soon as reasonably practical and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (drawn from AIRC order (PR964989)).

14.5 Bereavement entitlements for Employees

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

14.5.2 The Chief Executive and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

14.5.3 The Chief Executive must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.

14.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (Drawn from AIRC order (PR964989)).

SECTION 4 - RATES OF PAY AND ALLOWANCES**15. Rates of Pay and Allowances**

15.1 The monetary rates covered by this award are set out in tables 1-5 of Schedule 1 of this award:

Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates

Table 2 - External and Corporate Per Unit marking rates

Table 3 - Languages other than English (LOTE) Examiner Hourly Rates

Table 4 - Other Rates and Allowances

Table 5 - Hourly Rates floor to apply to Corporate On-screen Marking

15.2 Rates of Pay

Subject to the provisions of clause 15.2.7:

15.2.1 Weeknight/Saturday rates are hourly rates paid to Employees from 3.30 pm on any weekday and for all time worked on a Saturday. These rates include a loading of 11.4% on the Weekday rates to compensate for all disabilities.

15.2.2 The Weekday Supplementary rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where a teacher is released on pay from another employer.

15.2.3 The Weekday rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where the Employee is not normally employed in a teaching position for which paid relief is provided during marking. This provision does not apply to those Employees to which clause 15.2.2 applies.

15.2.4 Sunday rates are hourly rates paid to employees for all times worked on Sundays and attract a loading of 50% above the Weekday rate.

15.2.5 Languages other than English (LOTE) examiners and casuals shall be paid at the rates specified at Table 1 for markers, except in the case of LOTE Examiners who work less than a full day on weekdays who are to be paid at the hourly rates specified at Table 3, calculated by dividing the Weekday Supplementary rates at clause 15.2.2 by $5\frac{1}{2}$ being the number of paid hours compensated by the Weekday Supplementary rates.

15.2.6 During the summer school vacation HSC Inquiry Centre Staff are paid the Weeknight/Saturday rates at clause 15.2.1 for all hours worked, except for Sunday when the Sunday rates at clause 15.2.4 apply. At other times the rates at clauses 15.2.1, 15.2.2 or 15.2.3 will be paid, as applicable.

15.2.7 External and Corporate Per Unit Marking Rates:

- (a) Where marking is conducted in an External marking mode the rates for such External marking are as set out in Table 2 provided that where the paper is less than three hours in length the rate is determined as a fraction of the three hour rate e.g. for a two hour paper the payment is two thirds of the three hour rate.
- (b) Where the marking is undertaken on a question basis the payment will be calculated by dividing the relevant rate for such paper by the number of questions unless otherwise specified in clause 15.2.7(c) or in Table 3.

- (c) For On-screen HSC marking, other than mathematics, where the marking is undertaken on a question basis the Per Unit Rate of Pay method of payment will be calculated by multiplying the relevant rate for each paper by the percentage of the total mark value of the paper represented by the question concerned.
- (d) Corporate On-screen HSC markers remuneration will be based on the greater of:
 - (i) the total number of papers or questions marked on-screen multiplied by the applicable Per Unit Rate of Pay; and,
 - (ii) the total hours of overall On-screen Marking undertaken, multiplied by the applicable hourly rate of pay as specified in Table 5 of Schedule 1. For this purpose, the total hours of On-screen Marking undertaken by individual markers will be the elapsed time of On-screen Marking as recorded by the Office's on-screen marking software for each marker.

15.2.8 Marking staff engaged in External On-screen Marking will receive an allowance for compensation for the use of private Information and Communications Technologies (ICT) facilities (including broadband) as set out in Table 4 item 6 of Schedule 1.

15.2.9 Senior Markers may choose to engage in External On-Screen Marking as Markers outside the fixed hours provided at clause 8 and will be remunerated according to the per unit rate of pay as per Table 2 Schedule 1.

15.2.10 Senior Markers engaged in corporate or external on-screen marking and working as Senior Markers according to fixed hours will be remunerated according to Table 1 Schedule 1.

15.3 As the Employees are engaged on a casual basis for a maximum of up to six weeks, the rates set out in clause 15.2 incorporate loadings for casual engagement, sick leave and pro rata holiday pay. The pro rata holiday pay incorporated in the rates in the said clause was calculated as 1/12 of the hourly rate.

15.4 Minimum Payments

15.4.1 No employee engaged in corporate marking shall be paid for less than 3 hours from the time of starting work except for markers subject to the provisions of clause 15.6.3(c) who will receive no less than for 4 hours from the time of starting work.

15.4.2 HSC Inquiry Centre staff required to attend on any day shall be paid no less than for 6 hours.

15.4.3 Languages other than English (LOTE) Examiners shall be paid a minimum of 3 hours for each weekday at the rates per hour as set out in Table 3 of Schedule 1.

15.4.4 Languages other than English (LOTE) Casuals shall be paid a minimum of 3 hours at the Weekday rate for Markers as set out in Table 1 of Schedule 1.

15.4.5 Corporate Markers engaged:

- (a) from 9 am and who work beyond 3.30 pm shall be paid a minimum of 2 hours at the Weeknight/Saturday rate for those hours; and,
- (b) on a Saturday shall be paid a minimum of 3 hours from the time of starting work on Saturdays.

15.4.6 Itinerant Markers engaged:

- (a) from 9 am and who work beyond 3.30 pm shall be paid successive extensions of one half hour at the Weeknight/Saturday rate for those hours; and,

- (b) on a Saturday shall be paid a minimum of 3 hours calculated from the time of starting work on Saturdays.

15.4.7 This clause does not entitle any Employee to minimum payments who arrives late or who exceeds meal break times or leaves the marking centre/inquiry centre early and works less than the minimum payment hours.

15.5 Meal Allowance

A meal allowance, as set out in Item 2 of Table 4, is payable to an employee on each day of corporate marking (including briefing and pilot marking sessions) where the Employee works for at least an hour before and an hour after the meal break. The requirement for an Employee to work before and after a meal break to be paid a meal allowance is waived for LOTE Examiners and LOTE Casuals.

15.6 Travel Allowances

15.6.1 Travelling allowances for all Employees engaged in corporate marking, HSC Inquiry Centre, except for markers engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong, will be limited to the rates set out in item 3 of table 4 irrespective of the distance travelled.

15.6.2 Marking Staff engaged in Itinerant Marking are entitled to the travel allowances shown in Item 4 (a) of Table 4, except for their attendance at pilot marking and briefing sessions. The travel allowance for itinerant marking is based on the use of a private motor vehicle paid on the basis of cents per kilometre up to 8,000 km per annum at the rate set out in Item 4 (a) of Table 4 and is payable to persons marking itinerantly in respect of each kilometre travelled in excess of the total distance between the person's usual place of residence and their usual place of work and in circumstances where a rental motor vehicle is not utilised. Marking Staff engaged in Itinerant Marking attending pilot marking and briefing sessions will be paid a Travel Allowance at the rate set out in Item 3 of Table 4.

Note: Itinerant Markers have up to one hour of unpaid travelling time. Additional travelling time is paid pursuant to clause 8.7.

15.6.3 Marking Staff engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong shall be paid:

- (a) the Travel Allowance as set out in Item 3 of Table 4; and in addition (where applicable).
- (b) for travel in excess of 40 km per day from the person's daily place of residence during the marking period to the marking centre and return, up to a maximum of 160 km where the person provides evidence of the additional travel involved. The amount shall be an amount per kilometre as set out in Item 4 (b) of Table 4; or
- (c) when the supplementary kilometre allowance at paragraph (b) above is not claimed on a daily basis and subject to the person's usual place of residence being outside the Sydney metropolitan area and more than 100 kilometres from the marking centre, the Travel Allowance as set out in item 5 of table 4 Schedule 1 once per engagement;

15.6.4 Marking Staff engaged in itinerant marking who normally reside outside the Sydney metropolitan area who attend briefing sessions inside the Sydney metropolitan area shall be paid the Travel Allowance at item 5 of table 4 Schedule 1 once per engagement subject to the person's usual place of residence being more than 100 kilometres from the briefing session venue.

15.7 Subsistence Allowances for Itinerant Marking

Marking Staff engaged in itinerant marking outside the metropolitan area of Sydney who are required to stay overnight at a place other than their usual place of residence during the marking period, shall be entitled to the payment of the daily allowance at item 1(a) of table 4 Schedule 1. The entitlement to this

allowance will apply for periods of 24 hours and for any periods less than 24 hours will be compensated by the payment of the hourly allowance at item 1(b) of table 4 Schedule 1.

- 15.8 The allowances contained in subclauses 15.5, 15.6 (except for the allowances payable pursuant to subclause 15.6.3(c) and 15.6.4) and subclause 15.7 shall be adjusted in accordance with the rates as approved from time to time by the Director General of the Department of Premier and Cabinet. (The allowances payable pursuant to subclause 15.6.3 (c) and 15.6.4 shall be adjusted in accordance with pay increases to this award).

16. Deduction of Unions' Membership Fees

- (i) The unions shall provide the employer with a schedule setting out unions' fortnightly membership fees payable by members of the unions in accordance with the unions' rules.
- (ii) The unions shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of unions' 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 unions' rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employees' pay shall be forwarded regularly to the unions together with all necessary information to enable the unions to reconcile and credit subscriptions to employees unions' membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the unions, all unions membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union's membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

17. Superannuation

- 17.1 All Employees shall be entitled to occupational superannuation at the appropriate Superannuation Guarantee Contribution (SGC) rate for all payments pursuant to clause 15.2 Rates of Pay.

18. Salary Sacrifice to Superannuation

- 18.1 Notwithstanding the salaries prescribed by Schedule 1, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 15, Rates of Pay and Allowances, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 18.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 15 in the absence of any salary sacrifice to superannuation made under this award.

- 18.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 18.4 Where an employee makes an election in terms of subclause 18.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 18.5 Where the employee is a member of a superannuation scheme established under:
- (a) the Police Regulation (Superannuation) Act 1906;
 - (b) the Superannuation Act 1916;
 - (c) the State Authorities Superannuation Act 1987;
 - (d) the State Authorities Non-contributory Superannuation Act 1987; or
 - (e) the First State Superannuation Act 1992,
- the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 18.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 18.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 18.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 15 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

SECTION 5 - AWARD COMPLIANCE AND RELATED MATTERS

19. Nomination of Unions' Representatives

- 19.1 In each marking section union members will be permitted, at the commencement of marking, the necessary time to meet for the purpose only of nominating a union representative. Such meeting may be announced using a public address system (if possible) provided that there is no undue disruption to other nearby markers.

20. Dispute Resolution Procedures

- 20.1 Subject to the provisions of the Industrial Relations Act 1996:
- 20.1.1 Should any dispute, question or difficulty arise concerning industrial matters occurring in a particular workplace, then the employee or the union's workplace representative will raise the matter with relevant Supervisor of Marking as soon as practicable.
 - 20.1.2 The Supervisor of Marking will discuss the matter with the employee or the union's workplace representative with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

20.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the employee or the union may raise the matter with the Director with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.

20.1.4 Where the procedures in the preceding paragraph do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Chief Executive and the General Secretary of the respective unions. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

20.1.5 Should the above procedures not lead to a resolution, then either party may apply to the Industrial Relations Commission of New South Wales.

20.2 Whilst the procedures outlined in clause 20.1 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

21. No Further Claims

21.1 Except as provided by the Industrial Relations Act 1996, there shall be no further rates of pay or conditions claims by the parties prior to 31 December 2016 in relation to matters expressly contained in this award.

22. Anti-Discrimination

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

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

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

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

(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.

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

23. Work Health and Safety

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

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has at its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, 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 employer which might otherwise have been carried out by the other employer's own employees.

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

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

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

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.

23.5 This clause operates from 1 March 2006.

24. Area Incidence and Duration

24.1 This award:

24.1.1 This award rescinds and replaces the Higher School Certificate and School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Award published 21 December 2012 (375 I.G. 258).

24.1.2 This award shall take effect on and from 1 January 2014 with a nominal term until and including 31 December 2016.

- 24.2 Covers all casual employees employed by the Board pursuant to the Act engaged to mark the Higher School Certificate examinations and to provide advice to students through the Higher School Certificate Inquiry Centre at various locations determined by the Chief Executive, Board of Studies, Teaching and Educational Standards, New South Wales.

SCHEDULE 1

Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates:

Classification	Weekday Rates Per Hour from			Weekday Supplementary Rates Per Day from			Weeknights and Saturday Rates Per Hour from			Sunday Rates Per Hour from		
	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16
	2.77%	2.53%	2.54%	2.77%	2.53%	2.54%	2.77%	2.53%	2.54%	2.77%	2.53%	2.54%
Marker	73.14	74.99	76.89	70.88	72.67	74.52	81.47	83.53	85.65	109.66	112.43	115.29
LOTE Examiner	-	-	-	70.88	72.67	74.52	81.47	83.53	85.65	109.66	112.43	115.29
LOTE Casual	73.14	74.99	76.89	-	-	-	81.47	83.53	85.65	109.66	112.43	115.29
1. Senior Marker 2. HSC Inquiry Centre Inquiry Officer (Note 1)	90.76	93.06	95.42	83.62	85.74	87.92	101.07	103.63	106.26	136.15	139.59	143.14
1. Assistant Supervisor of Marking 2. Assistant Officer in Charge HSC Inquiry Centre (Note 1)	104.96	107.62	110.35	96.72	99.17	101.69	116.90	119.86	122.90	157.38	161.36	165.46
1. Supervisor of Marking	116.25	119.19	122.22	107.13	109.84	112.63	129.49	132.77	136.14	174.43	178.84	183.38

Note 1 Refer to provisions that apply to HSC Enquiry Centre staff at clause 15.2.6

Table 2- External and Corporate Per Unit Marking Rates on and from

HSC	1/7/2014 Rates per unit 2.77%	1/7/2015 Rates per unit 2.53%	1/7/2016 Rates per unit 2.54%
(a) Mathematics			
Payments will be on a per question basis			
Base Rate (Mathematics in Practice/Mathematics in Society/General Mathematics paper from 2001)	2.900	2.973	3.049
2-3 Unit paper - Mathematics paper from 2001	4.142	4.247	4.355
3 Unit Additional paper - Mathematics Extension 1 paper from 2001	4.490	4.604	4.721
4 Unit Additional paper - Mathematics Extension 2 Paper from 2001	4.903	5.027	5.155
(b) Other subjects -			
Payments will be on a per three hour paper basis			
Base Rate	26.25	26.91	27.59
3 Unit Additional Paper	32.80	33.63	34.48

Table 3 - Languages Other than English (LOTE) Examiners Hourly Rates on and from

A. Weekday Examining	1/7/2014 Rates per hour 2.77%	1/7/2015 Rates per hour 2.53%	1/7/2016 Rates per hour 2.54%
1. Languages other than English (LOTE) Examiners	12.91	13.24	13.58

Table 4 - Other Rates and Allowances

Item No	Clause No.	Brief Description	1/7/2014 Amount \$	
			(a) Daily rate \$	(b) Hourly Rate \$
1	15.7	Travelling Allowance - Capital City Rate Newcastle Wagga Wagga Port Macquarie Maitland Wollongong Orange Broken Hill Dubbo Bathurst Other Country Centres		
			301.85	12.58
			261.85	10.91
			259.85	10.83
			241.80	10.08
			241.80	10.08
			254.85	10.62
			241.80	10.08
			241.80	10.08
			241.80	10.08
			241.80	10.08
			219.80	9.16
2	15.5	Meal Allowance (based on the Overtime Meal rate (which is the same for breakfast, lunch or dinner) provided by The Treasury Review of Meal, Travelling and Related Allowances).	27.70	
3	15.6.1 15.6.3 (a)	Travel Allowances (based on 40 km multiplied by the use of private motor vehicle casual rate for a vehicle with an engine capacity of 1601cc-2600cc pursuant to clause (15.8) Employees engaged in Corporate Marking in metropolitan areas of Sydney, Newcastle and Wollongong and HSC Inquiry Centre. Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong	11.84 per day	
4		Motor Vehicle allowance - distances exceeding travel to and from usual place of residence and usual place of work:		
(a)	15.6.2	Itinerant markers	0.740 per km	
(b)	15.6.3(b)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong in excess of 40km up to a maximum 160 km per day	0.296 per km	

			1/7/2014	1/7/2015	1/7/2016
5	15.6.3(c)	Travel Allowance fixed payment for: Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong not claiming the allowance at 15.6.3(a) on a daily basis whose usual place of residence is outside the Sydney metropolitan area and in excess of 100 km from the marking centre.	136.61	140.07	143.63
	15.6.4	Itinerant markers who reside outside Sydney metropolitan area attending briefing sessions inside the Sydney metropolitan area where the person's usual place of residence is in excess of 100 km from the briefing session venue.	215.82 once per engagement	221.28 once per engagement	226.90 once per engagement
6	15.2.8	External On-screen Marking ICT Allowance for use of ICT facilities including broadband	11.59 once per engagement	11.88 once per engagement	12.18 once per engagement

Table 5 - Hourly Rates Floor to Apply to Corporate On-Screen marking:

Classification	Weekday Rates			Weekday Supplementary			Weeknights and Saturday Rates			Sunday Rates		
	Per Hour from			Per Day from			Per Hour from			Per Hour from		
	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16
	2.77%	2.53%	2.54%	2.77%	2.53%	2.54%	2.77%	2.53%	2.54%	2.77%	2.53%	2.54%
Marker	72.44	74.27	76.16	70.20	71.98	73.81	80.70	82.74	84.84	108.61	111.36	114.19

M. J. WALTON J, *President*

LOCAL GOVERNMENT (STATE) AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(Nos. IRC 461 and 462 of 2014)

Before The Honourable Justice Walton, President

25 June and 16 July 2014

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

Clause No.	Subject Matter
15	Allowances, Additional Payments and Expenses
12	Annualised Salaries
3	Anti-discrimination
33	Appointment and Promotion
43	Area, Incidence and Duration
1	Arrangement
26	Casual Employment
32	Consultative Committees
40	Council Agreements
4	Definitions
36	Disciplinary Procedures
22	Flexibility for Work and Family Responsibilities
35	Grievance and Dispute Procedures
24	Health and Wellbeing
20	Holidays
18	Hours of Work
27	Job Share Employment
30	Junior and Trainee Employment
28	Labour Hire
21	Leave Provisions
42	Leave Reserved
16	Motor Vehicle Leaseback
29	Multiple Employment
19	Overtime
25	Part-time Employment
10	Payment for Relief Duties/Work
11	Payment of Employees
9	Performance Evaluation and Reward
23	Phased Retirement
6	Rates of Pay
17	Residence
13	Salary Sacrifice
7	Salary System
41	Savings and Transitional
5	Skill Descriptors
2	Statement of Intent
14	Superannuation Fund Contributions
34	Term Contracts

38	Termination of Employment
31	Training and Development
8	Use of Skills
37	Work Health and Safety
39	Workplace Change and Redundancy

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

Schedule 1 - Minimum Standards of Caravan
Accommodation to be provided to Employees
Required to Camp Out.

2. Statement of Intent

The parties to the Award are committed to co-operating positively to increase the productivity, structural efficiency and financial sustainability of Local Government and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:

- improve skill levels and establish skill-related career paths;
- eliminate impediments to multi-skilling;
- broaden the range of tasks which a worker may be required to perform;
- achieve greater flexibility in workplace practices;
- eliminate discrimination;
- establish rates of pay and conditions that are fair and equitable;
- work reasonable hours;
- promote job security;
- ensure and facilitate flexibility for work and family responsibilities;
- ensure the delivery of quality services to the community and continuous improvement;
- encourage innovation; and
- promote cooperative and open change management processes.

3. Anti-Discrimination

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

- (iii) Under the Anti-Discrimination Act 1977 (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977 (NSW);
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the Anti-Discrimination Act 1977 (NSW) provides:

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

4. Definitions

- (i) Association means the Local Government and Shires Association of New South Wales, which is also known as Local Government NSW (LGNSW).
- (ii) Council means a Municipal, City, Shire, County Council or Council within NSW as defined in the Local Government Act 1993. This definition shall be read subject to the allocation of responsibilities as specified in the Local Government Act 1993 (NSW).
- (iii) Competency based training refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
- (vi) Complying superannuation fund has the same meaning as in the Superannuation Industry (Supervision) Act 1993 (Cth).
- (v) Days - unless otherwise specified, any reference to 'days' shall mean calendar days.
- (vi) Employer means all employers in local government or in the local government industry within NSW that are covered by clause 43, Area, Incidence and Duration of this Award.
- (vii) General Manager shall mean a person appointed in accordance with section 334 of the Local Government Act 1993 (NSW) to discharge the duties and responsibilities of the office of general manager as set out in section 335 of the Local Government Act 1993 (NSW) and such other duties that a council may delegate to the general manager. When carrying out these duties, the general manager is acting on behalf of the council.
- (viii) Ordinary Pay means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following penalties and allowances where they are regularly received:

Saturday, Sunday and shift penalties
hours of work flexibility agreements allowances
adverse working conditions allowances
climatic, west of the line allowances
civil liability allowance
tool allowances
on call allowance
first aid allowance
community language and signing work allowances.

provided that subject to the exclusions below and at clauses 10(ii) and 21D(ix), an employee's ordinary pay during periods of paid leave under this Award shall not be more or less than what the employee would have received had the employee not been on paid leave.

The following allowances shall be excluded from the composition of ordinary pay:

overtime payments
camping allowance
travelling allowances
sewer chokes allowance
vehicle allowances
meal allowances.

- (ix) Seven day a week rotating roster system means a work roster system in which the employee is regularly required to work:
- (a) ordinary hours on each of the seven calendar days of the week; and
 - (b) ordinary hours on at least one Saturday and one Sunday in every four, or in the case of a seasonal worker an average of at least twelve Saturdays and twelve Sundays during a twelve month period; and
 - (c) on Public Holidays; and
 - (d) at different agreed commencement times during the roster period (i.e. different shifts)

provided that where, prior to the commencement of this Award, an employee regularly worked according to a roster system that the employer regarded as a seven day a week rotating roster system, and the employee continues to work according to the same roster system, the roster system shall be deemed to be a seven day a week rotating roster system for that employee.

- (x) Superannuation contributions means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the Superannuation Guarantee (Administration) Act 1992 (Cth), and any additional superannuation contributions made by way of salary sacrifice.

- (xi) Union means the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union (USU); the Local Government Engineers' Association of New South Wales (LGEA); the Development and Environmental Professionals' Association (depa); and the Nurses' Association of New South Wales.

5. Skill Descriptors

The Award structure consists of skill based bands and levels that are defined according to the following skill descriptors:

- (i) Operational Band 1, Level 1

Authority and accountability: Completion of basic tasks with work closely monitored by the team leader or supervisor.

Judgement and problem solving: Judgement is limited and coordinated by other workers.

Specialist knowledge and skills: Specialist knowledge and skills are obtained through on-the-job training and employer-based induction training. Off-the-job training may lead to trade, technical or professional qualifications.

Management skills: Not required.

Interpersonal skills: Limited to communications with other staff and possibly, with the public.

Qualifications and experience: Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work/skills experience is desirable.

- (ii) Operational Band 1, Level 2

Authority and accountability: Responsible for completion of basic tasks with individual guidance or in a team.

Judgement and problem solving: Applies standard procedures with normally few if any options in the application of skills.

Specialist knowledge and skills: Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.

Management skills: Not required.

Interpersonal skills: Frequent communication with other staff and/or the public common but normally at a routine level.

Qualifications and experience: Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

- (iii) Operational Band 1, Level 3

Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis.

Judgement and problem solving: Judgement is required to follow predetermined procedures where a choice between more than two options are present.

Specialist knowledge and skills: Application of skills, including machine-operation skills, following training "on the job" or accredited external training over a number of months.

Management skills: Some guidance/supervision may be required. May assist a co-ordinator/trainer with on-the-job training.

Interpersonal skills: Skills required for exchange of information on straightforward matters.

Qualifications and experience: Suitable experience or qualifications in a number of defined skill areas.

(iv) Operational Band 1, Level 4

Authority and accountability: Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.

Judgement and problem solving: Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.

Specialist knowledge and skills: The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.

Management skills: Supervisory skills in the communication of instructions, training and the checking of work may be required.

Interpersonal skills: Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.

Qualifications and Experience: Experience to adapt procedures to suit situations and a thorough knowledge of the most complex operational work procedures to achieve work objectives.

(v) Administrative/Technical/Trades Band 2, Level 1

Authority and accountability: Responsible for the completion of work requiring the application of trades, administrative or technical skills.

Judgement and problem solving: Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.

Specialist knowledge and skills: Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.

Management skills: Positions may require skills in the supervision or co-ordination of small groups.

Interpersonal skills: Communication skills to explain situations or advise others.

Qualifications and experience: Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

(vi) Administrative/Technical/Trades Band 2, Level 2

Authority and accountability: Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical/administrative skills.

Judgement and problem solving: Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems.

Specialist knowledge and skills: Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.

Management skills: May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.

Interpersonal skills: In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.

Qualifications and experience: Thorough working knowledge and experience of all work procedures for the application of technical/trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

(vii) Administrative/Technical/Trades Band 2, Level 3

Authority and accountability: May be responsible to provide a specialised/technical service and to complete work which has some elements of complexity. Make recommendations within the employer and represent the employer to the public or other organisations.

Judgement and problem solving: Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.

Specialist knowledge and skills: Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

Management skills: May supervise groups of operational and/or other administrative/trades/technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.

Interpersonal skills: Skills to communicate with subordinate staff and the public and/or negotiation/persuasive skills to resolve disputes with staff or the public.

Qualifications and experience: An advanced certificate, associate diploma, appropriate in-house training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

(viii) Professional/Specialist Band 3, Level 1

Authority and accountability: Provides specialised/technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.

Judgement and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources within the employer, and assistance is usually available from other professional/specialist staff in the work area.

Specialist knowledge and skills: Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

Management skills: Positions at this entry level to the Professional/Specialist Band are not required to possess management skills.

Interpersonal skills: Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

Qualifications and experience: Professional/specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

(ix) Professional/Specialist Band 3, Level 2

Authority and accountability: Provides a specialised/technical service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

Judgement and problem solving: Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and/or determine progress.

Specialist knowledge and skills: Experience in the application of technical concepts and practices requiring additional training are required at this level.

Management skills: May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.

Interpersonal skills: Interpersonal skills in leading and motivating staff in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

Qualifications and experience: Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

(x) Professional/Specialist Band 3, Level 3

Authority and accountability: Provides a professional advisory role to people within or outside the employer. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position may manage several major projects or sections within a department of the employer.

Judgement and problem solving: Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

Specialist knowledge and skills: The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.

Management skills: May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.

Interpersonal skills: Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice both within and outside the employer and to liaise with external bodies.

Qualifications and experience: Tertiary qualifications combined with a high level of practical experience and an in-depth knowledge of work.

(xi) Professional/Specialist Band 3, Level 4

Authority and accountability: Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to the employer on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.

Judgement and problem solving: Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management. At this level, the position may represent senior management or the employer in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

Management skills: Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.

Interpersonal skills: Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.

Qualifications and experience: Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

(xii) Executive Band 4

Authority and accountability: Accountable for the direction and control of the employer or a department or the like. Influence and commit the employer or a department or the like to long-term strategic directions. Lead policy development and implementation.

Judgement and problem solving: Positions solve problems through analytic reasoning and integration of wide-ranging and complex information, and have a high level of independence in determining direction and approach to issues.

Specialist knowledge and skills: The position requires the application of a range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent. Ability to provide authoritative advice to the employer.

Management skills: Application of corporate management skills in a diverse organisation to establish goals and objectives. Manage and control staff, budgets and work programs or major projects of the employer or a department or the like utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve service to the employer's clients.

Interpersonal skills: Positions use persuasive skills with external parties on major items of critical importance to the employer. They motivate managers and staff at all levels by leading and influencing others to achieve complex objectives. They influence the development of the employer.

Qualifications and experience: Positions will have a relevant degree or equivalent and management experience, combined with accredited management qualifications.

6. Rates of Pay

- (i) The rates of pay are established for positions with the skills descriptors as defined in Clause 5, Skill Descriptors of this Award.
- (ii) The rates of pay are set out in Table 1 of Part B of this Award and are entry level rates of pay only, except for Operational Band 1, Level 1, which are actual rates of pay.
- (iii) The employer shall introduce a salary system to complement the skills-based structure and rates of pay of the Award.

7. Salary System

- (i) A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (ii) The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in the Award by identifying grades. Each grade shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.
- (iii) Positions shall be assigned a salary grade(s) within the structure. A position may extend across more than one grade in the employer's salary system or level as prescribed by Clause 5 Skills Descriptors of this Award.
- (iv) Progression through the salary system shall be based upon:
 - (a) the acquisition and use of skills; or
 - (b) employee performance, provided that progression beyond the award entry level based upon the acquisition and use of skills is also available.
- (v) Where skills based progression is not reasonably available within the salary range for the position, employees shall have access to progression based on the achievement of performance objectives relating to the position. Such performance objectives shall be set in consultation with the employee(s).
- (vi) Subject to subclauses (iv) and (v), skills for progression relevant to the position shall be assigned to each salary point/step within the grade, or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system.
- (vii) Except where otherwise provided, employees shall be assessed for progression through the salary range for their position at least annually or when they are required to use skills that would entitle them to progress in the salary system.
- (viii) The employer shall not be required to conduct annual assessments for those employees who have progressed through the salary system to the maximum point/step for their position, provided that if an employee on or above the maximum point/step for their position requests an annual assessment in writing, the employer will provide one.
- (ix) At the time of assessment, the employer shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs.
- (x) The salary system shall include a process by which employees can appeal against their assessment.
- (xi) Employees shall have access to information regarding the grade, salary range and progression steps of the position.
- (xii) Where the employer changes its salary system structure, employees shall not suffer a reduction in pay or salary range. Further, employees shall not suffer a reduction in progression steps based on the acquisition and use of skill, unless otherwise agreed.

8. Use of Skills

- (i) The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.
- (ii) The employer may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.

- (iii) An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (iv)
 - (a) The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by the employer to be used as an adjunct to the employee's normal duties.
 - (b) Subject to subclause (xiii) of Clause 15, Allowances, Additional Payments and Expenses, employees who are required by the employer to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position.

9. Performance Evaluation and Reward

A. Enterprise

- (i) It is the intention of the parties to create a flexible award in which employers can increase the overall efficiency and effectiveness of local government services.
- (ii) Employers should consider the development of enterprise key performance indicators which are specific to local needs.
- (iii) Where the employer develops enterprise key performance indicators regard shall be had to the following:
 - (a) measurement of the manner and process by which services are provided;
 - (b) measurement of both qualitative and quantitative aspects of service provision e.g. community satisfaction, timeliness, service quality, output and cost data;
 - (c) those indicators identified in the publication 'Comparative Information on New South Wales Local Government Councils' issued by the New South Wales Department of Local Government.
- (iv) Employers shall discuss enterprise key performance indicators relating to human resources activities and/or job redesign with the consultative committee.
- (v) Employee(s) or the employer may seek assistance from the appropriate union or Association in developing and implementing enterprise key performance indicators.

B. Individual/Team

- (i) Enterprise key performance indicators may be used to develop performance targets for teams or individual employees.
- (ii) All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance. A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance. A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.
- (iii) This Award recognises that all employees shall have on-going feedback about performance. The performance development process can be simplified to three stages:
 - (1) joint development on objectives and performance standards;
 - (2) progress reviews; and

- (3) a formal performance review which is followed by decisions and outcomes.

C. Bonus and Additional Performance Payments

- (i) Employers may make available access to bonus payments or other opportunities for additional reward for those employees who have progressed through the salary system to the maximum point/step for their position.
- (ii) Where a salary system provides for the payment of a performance component separate from a skills component, variations to payments under the performance component shall not affect payments under the skills component.

10. Payment for Relief duties/work

- (i) An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills/experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- (ii) Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an award holiday. An employee on annual leave may be entitled to a higher rate of pay in accordance with the provisions of Clause 21 Part D(ix) of this Award.
- (iii) An award employee who is required to relieve in a senior staff position, so designated under the Local Government Act 1993 (NSW), shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.

11. Payment of Employees

- (i) Employees shall be paid either weekly or fortnightly, or any other period by agreement, on a fixed regular pay day.
- (ii) The employer shall fix a regular payday, between Monday and Friday inclusive. The employer may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- (iii) Payment shall be by cash, cheque or direct credit to the employee's nominated account.
- (iv) The employer shall deduct and pay on behalf of the employee from any remuneration payable to the employee union membership fees where authorised by the employee in writing. The employer can deduct and pay on behalf of the employee from any remuneration payable to the employee such other amounts as the employee authorises in writing.
- (v) An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control, provided that this subclause shall not apply if:

alternative duties are available that the employee can usefully perform, or

the bushfire or other climatic circumstance occurred outside of the State of New South Wales, or

the employee has been unable to attend work for more than one week per bushfire or other climatic circumstance event. The employee may, in exceptional circumstances, apply to the employer for paid special leave and such request shall not be unreasonably refused.

- (vi) Where an employee takes a period of sick leave and subsequently becomes entitled to the payment of workers compensation for the same period but at a lesser amount than the sick leave already paid, the employer shall be entitled to deduct from the employee's remuneration the difference between the sick leave payment and the workers' compensation payment.

12. Annualised Salaries

- (i) Annual salary instead of award provisions

Notwithstanding any other provision of this Award, the employer and an employee may agree that the employer may pay the employee an annual salary in satisfaction of any or all payments arising under the following provisions of the Award:

- (a) Rates of Pay - clause 6;
- (b) Use of Skills - clause 8;
- (c) Performance Evaluation and Reward - clause 9
- (d) Payment for Relief Duties/Work - clause 10
- (e) Salary Sacrifice - clause 13
- (f) Allowances, Additional Payments and Expenses - clause 15
- (g) Residence - clause 17
- (h) Hours of Work - clause 18
- (i) Overtime - clause 19
- (j) Holidays - clause 20

- (ii) Annual salary not to disadvantage employees

- (a) The annual salary must be no less than the amount the employee would have received under this Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.
- (c) Employees shall not be denied the opportunity to apply for new or vacant positions as a result of the operation of this clause.

- (iii) An annual salary agreement must:

- (a) be in writing and signed by both parties;
- (b) state the date on which the arrangement commences;
- (c) be provided to the employee;
- (d) contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all award obligations had been met, taking account of the value of the provision of matters not comprehended by the award such as private use of an employer provided motor vehicle;

- (e) be subject to an annual review;
 - (f) contain details of any salary package arrangements, including the annual salary that is payable;
 - (g) contain details of any other non-salary benefits provided to the employee such as an employer provided motor vehicle;
 - (h) contain details of any performance pay arrangements and performance measurement indicators;
 - (i) contain the salary for the purposes of accident make up pay (if applicable); and
 - (j) contain the award band and level for the role.
- (iv) An annual salary agreement may be terminated:
- (a) by the employer or the employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the employee.
- (v) On termination of an annual salary agreement, the employee will revert to the Award entitlements unless a new annual salary agreement is reached.
- (vi) Notwithstanding the above, annualised salary arrangements entered into prior to 1 July 2014 may continue to operate in accordance with their terms.

13. Salary Sacrifice

- (i) The employer and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed include, but shall not be limited to, child care facilities operated by the employer on its premises; and additional superannuation and motor vehicles supplied by the employer under lease back arrangements where the amount to be salary sacrificed for leaseback of the employer's motor vehicle is that part of the lease back fee that exceeds the employer's fringe benefit tax liability.
- (iii) The value of the benefits shall be agreed between the employer and employee and shall include fringe benefits tax where applicable.
- (iv)
 - (a) The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both the employer and the employee.
 - (b) The employee may request in writing to change the benefits to be salary sacrificed once each year and the employer shall not unreasonably refuse the request.
- (v) The employee's gross pay is their pre tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- (vi) The value of a salary sacrifice benefit and applicable fringe benefit tax, shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- (vii) The value of salary sacrifice benefits and applicable fringe benefits tax shall be ordinary pay for calculating overtime and termination payments.
- (viii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.

- (ix)
- (a) The employer will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
 - (b) The employer has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (x) A salary sacrifice arrangement shall cease on the day of termination of employment.
- (xi) A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- (xii) The employer may maintain and/or enter into other salary sacrifice arrangements with employees.

14. Superannuation Fund Contributions

Subject to the provisions of the Industrial Relations Act 1996 (NSW), the employer shall make superannuation contributions to the Local Government Superannuation Scheme and not to any other superannuation fund.

15. Allowances, Additional Payments and Expenses

- (i) Level 1 Adverse Working Conditions Allowance
- (a) A level 1 adverse working conditions allowance in addition to the weekly rate of pay shall be payable to designated employees to compensate for the special disabilities associated with working outdoors and/or for moderately obnoxious, offensive or dirty working conditions.
 - (b) The level 1 adverse working conditions allowance shall be paid at the rate set out in Table 2 of Part B of this Award and shall be paid for all purposes of the Award but shall not attract any penalty.
 - (c) All employees in Levels 2, 3 and 4 of the Operational Band 1 and employees engaged in the gardening, building, metal and mechanical trades of the Administrative/Technical/Trades Band 2 shall be paid the level 1 adverse working conditions allowance for all hours worked, excepting staff engaged in the following functions:
 - Administration
 - Civic Centre, Recreation and Theatre
 - Community Services
 - Finance
 - Garbage, Sanitary and Sullage
 - Managing Saleyards
 - Noxious Plant Inspection
 - Ordinance Control
 - Public Relations
 - Supervising in Band 2
 - Technical Services

Works Supervisor

(d)

- (1) Designated employees in Operational Band 1 and Administrative / Technical / Trades Band 2 who do not qualify for the allowances at subclauses 15(i)(c) and 15(ii)(a) shall be paid the level 1 adverse working conditions allowance for the actual time worked by direction performing the following work, with a minimum payment of one (1) hour per day on which the work is performed:

Childcare employees - whilst changing nappies

Employees whose duties involve animal destruction - whilst destroying companion animals and/or manual handling the remains or faeces of such companion animals. For the purpose of this subclause, companion animals means cats and dogs.

- (2) The employer may make an average payment equivalent to an agreed number of hours per week where the employee is regularly required to perform such work.

(ii) Level 2 Adverse Working Conditions Allowance

- (a) All employees classified in the Operational Band 1, of this Award (except for supervisors), who are employed in garbage, sanitary and sullage collection work or engaged at garbage tips, in street sweeping and in cleaning offensive materials from gutters or storm water drains, shall in addition to their weekly rate of pay, be paid a level 2 adverse working conditions allowance at the rate set out in Table 2 of Part B of this Award. This allowance shall be paid for all purposes of the Award but shall not attract any penalty.
- (b) The level 2 adverse working conditions allowance is to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of duties performed by employees engaged in this work.

(iii) Sewer Chokes

The sewer choke allowance is to compensate for the highly obnoxious working conditions associated with the clearing of blockages in live sewers, which typically includes:

- (a) the clearing of blockages in sewer mains (of any diameter) carrying raw or partially treated sewerage to sewerage treatment plants, often in circumstances where direct contact with the raw sewerage is unavoidable; and
- (b) the clearing of blockages in other parts of the sewerage system where disassembly is required and direct contact with raw sewerage is unavoidable.

Employees clearing sewer chokages and/or other parts of the sewerage system as provided above shall be paid at the rate set out in Table 2 of Part B of this Award whilst so engaged.

For the purposes of this subclause, a live sewer shall mean part of a sewerage system that transports raw or partially treated sewerage from a building to a septic tank or sewerage treatment works, typically at or below ground surface level.

For the purposes of this subclause, a sewer choke shall mean a partial or total blockage that may result in a spill to the external environment from the sewer system.

The sewer choke allowance shall not be paid in addition to the septic tanks allowance at subclause 15(iv) or sewerage treatment works allowance at subclause 15(v) of this Award.

(iv) Septic Tanks

Employees shall be paid treble rates in addition to their normal rates for all time occupied on work in connection with the cleaning of septic tanks, and/or septic closets and/or chemical closets by other than mechanical means. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

(v) Sewerage Treatment Works

Employees required during their ordinary hours of work to enter and clean or enter and maintain digestion tanks at sewerage treatment works, aeration ponds or wet wells at sewer pump stations, where direct contact with raw sewerage is unavoidable, shall be paid at the rate of double ordinary rates for all time worked. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

(vi) Employee Providing Tools

(a) Where the employee and the employer agree that the employee shall supply their own tools, a tool allowance shall be paid as follows: -

	Per Week \$
Bricklayer	Table 2 of Part B
Carpenter and Plumber	Table 2 of Part B
Metals and Mechanical Trades	Table 2 of Part B
Painter and Signwriter	Table 2 of Part B
Plasterer	Table 2 of Part B

(b) Complete Tool Kits - allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.

(c) Special Purpose Tools - allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.

(d) Compensation of Tools - The employer shall reimburse the employee to a maximum per annum as set out in Table 2 of Part B for loss of tools by breaking and entering whilst securely stored at the employer's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

(e) Provided for the purposes of this clause: -

- (1) Only tools used by the employee in the course of their employment shall be covered by this clause;
- (2) The employee shall, if requested to do so, furnish the employer with a list of tools so used;
- (3) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
- (4) The employee shall report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

(vii) Telephone

Where an employee and the employer agree that a telephone installed at the employee's residence can be used as a means of communication to such employee the employer shall reimburse the employee the annual rental of such telephone and for the actual charge made for all outward calls made on the employer's behalf.

(viii) Expenses

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the employer and, where practicable shall be included in the next pay period. The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between the employer and the employee. Travelling arrangements shall be agreed between the employer and the employee.

(ix) Certificates, Licences and other Approvals

- (a) Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of the Award is required by the employer to hold a WorkCover NSW approved certificate or licence the employer shall reimburse the employee for the cost of such certificate or licence.
- (b) Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of the Award is required by the employer to hold a drivers licence other than a Class C (car) or Class R (rider) licence, the employer shall reimburse the employee the difference between the cost of the licence and the cost of a Class C (car) drivers licence.
- (c) Where an employee engaged in child-related work is required by the employer to undertake a Working with Children Check as provided by the Child Protection (Working with Children) Act 2012 (NSW), the employer shall reimburse the employee for the cost of such Working With Children Check.

(x) Vehicle Allowances

- (a) Where, by agreement, the employer requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such employee will be paid an allowance for each kilometre of authorised travel as follows: -
 - (i) motor vehicle under 2.5 litres (normal engine capacity) - refer to Table 2 of Part B; and
 - (ii) 2.5 litres (normal engine capacity) and over - refer to Table 2 of Part B.
- (b) The employer may require an employee to record full details of all such official travel requirements in a log book.
- (c) Minimum quarterly payment - Where the vehicle is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance but with a minimum payment as set out in Table 2 of Part B. Periods of sick leave in excess of 3 weeks, annual leave in excess of 4 weeks, long service leave, paid and unpaid parental or maternity leave shall not be counted when calculating the minimum quarterly payment.
- (d) Where the car is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in paragraph (a) and shall not be entitled to the minimum payment as set out in paragraph (c).
- (e) Any agreement to pay the allowance under this clause may only be terminated by 12 months' notice by either party or by the employee's termination of employment.

(xi) Travelling Allowance

- (a) This subclause shall apply to employees who are required to start and/or finish work at a location away from the employer's depot, workshop or other agreed normal place of work, and travel to and/or from such location in their own time.
- (b) For the purposes of this subclause "normal place of work" shall mean:

- (1) the employer's workshop or depot;
 - (2) an office or building of the employer to which the employee is usually assigned;
 - (3) any other agreed starting and/or finishing point.
- (c) Unless otherwise provided, each employee will be assigned to one normal place of work only.
- (d) An employee may be assigned to more than one normal place of work by agreement.
- (e) An employee may be transferred to a different normal place of work at any time by agreement or by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee. In the event of a dispute Clause 35, Grievance and Dispute Procedures, shall apply.
- (f) Where an employee is required to commence and/or finish work at a location away from the employee's normal place of work and the distance travelled is greater than the distance usually travelled by the employee between their place of residence and normal place of work, the employee shall be paid a travelling allowance for each journey of excess travel, according to the following scale, provided that reasonable transport is available:

Excess Distance Travelled	Entitlement
Less than 3kms	Nil
3km but not more than 10km	Table 2 of Part B
More than 10km but not more than 20km	Table 2 of Part B
More than 20km but not more than 33km	Table 2 of Part B
More than 33km but not more than 50km	Table 2 of Part B
Plus (See Table 2 of Part B) for each additional 10km in excess of 50kms.	Table 2 of Part B

Note: On and from 1 July 2014, an employee may be entitled to two travelling allowances on the one day.

- (g) For the purpose of this subclause a residence shall not be reckoned as such unless it is situated within the council area. Where the employee resides outside the council area the travelling allowance is payable from the council boundary of the employer by which they are employed.
- (h) For the purpose of this subclause distance shall mean the nearest trafficable route to work.
- (i) Where transport is provided by the employer the conveyance shall have suitable seating accommodation and a cover to protect the employees from the weather. Explosives shall not be carried on vehicles which are used for the conveyance of employees.
- (j) Where the employer requires an employee to use their own vehicle to transport other employee(s) or materials to and/or from a worksite located away from the employee's normal place of work, a vehicle allowance for the use and depreciation of the vehicle shall be paid as follows:

	Kilometres travelled transporting other employee(s) or materials Cents per kilometre
Under 2.5 litres (nominal engine capacity)	Table 2 of Part B
2.5 litres (nominal engine capacity) and over	Table 2 of Part B

Such vehicle allowance shall be paid in addition to travelling allowances provided by this subclause.

For the purposes of this subclause, materials shall not include incidental items (including but not limited to keys, mobile phones, lap-top computers and personal protective clothing).

Where the employer provides transport but the employee elects to make their own travel arrangements, the vehicle allowances in this subclause shall not apply.

- (k) This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in Clause 35 of this Award shall be applied.
 - (l) This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
 - (m) Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause. Nothing in this subclause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.
- (xii) Camping Allowance
- (a) Employees who are required by the employer to camp out or where no reasonable transport facilities are available to allow them to proceed to and from their homes each day shall be paid a camping allowance at a rate set out in Table 2 of Part B for each night the employee camps out.
 - (b) The employer shall pay the camping allowance in advance if requested, where the employer requires the employee to camp out for all of the rostered working days in a week. The employer shall be reimbursed the camping allowance that has been paid in advance excepting where the camp has been shortened or cancelled for reasons beyond the employee's control.
 - (c) When employees are required to camp, all travelling between their respective depots and camp site at the beginning and/or completion of the camp be undertaken during normal working hours. If the employees are required to travel outside normal working hours they shall be paid the appropriate travelling allowance in accordance with subclause (xi) of this clause.
 - (d) All time occupied in setting up or in shifting camps during the ordinary working hours shall be paid for at ordinary rates. Should employees be required to shift camp at times other than during their ordinary hours of work they shall be paid time and a half rates for the time occupied.
 - (e)
 - (1) The employer shall provide transport for employees, who are required to camp out from the employer depot at the commencement of each working week and to return to such depot at the finish of each working week or when the employees are camped for a period less than one week at the commencement and finish of the period in which the employees are required to camp out.
 - (2) Notwithstanding (1) above, transport may be mutually arranged between the employer and the employee(s) and shall remain at all times with those employee(s) required to camp.
 - (f) The employer shall provide free transport once each week to enable commodities for use in camp to be obtained by the employees from the nearest suitable location. For the purpose of this subclause, the camping allowance prescribed in paragraph (a) shall be payable to the employees so concerned.
 - (g) No employee shall be required to camp without at least 24 hours' notice unless such employee agrees to do so.
 - (h) Where reasonably practicable to do so the employer shall arrange for perishable foods to be purchased on the morning prior to the time of departure on that day.

- (i) Minimum standards of caravan accommodation to be provided to employees required to camp out are contained in Schedule 1 to this Award.

(xiii) Community Language, Signing and First Aid Work

(a) Community Language and Signing Work

- (1) Employees using a community language skill as an adjunct to their normal duties to provide services to speakers of a language other than English, or to provide signing services to those with hearing difficulties, shall be paid an allowance in addition to the weekly rate of pay as set out in Table 2 of Part B. The allowance may be paid on a regular or irregular basis, according to when the skills are used.
- (2) Such work involves an employee acting as a first point of contact for non-English speaking residents or residents with hearing difficulty. The employee identifies the resident's area of inquiry and provides basic assistance, which may include face-to-face discussion and/or telephone inquiry.
- (3) Such employees convey straightforward information relating to services provided by the employer, to the best of their ability. They do not replace or substitute for the role of a professional interpreter or translator.
- (4) Such employees shall record their use of a community language according to the employer's established policy.

(b) First Aid Work

Where an employee is required by the employer to be in charge of a first aid kit and/or to administer first aid and the use of such adjunct skills are not paid for in accordance with the salary system established by the employer, the employee shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B.

(c) Additional Skills Criteria

- (1) Where an employee is required by the employer to use community language or first aid skills in the performance of their duties:

The employer shall provide the employee with the opportunity to obtain accreditation from a language aide or first aid accreditation agency

The employee shall be prepared to be identified as possessing the additional skill(s)

The employee shall be available to use the additional skill(s) as required by the employer.

- (2) Such training shall form part of the employer's training plan and budget, in accordance with the requirements of Clause 31 of this Award.

(d) Savings

These provisions identify minimum criteria only, and shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangement existing at the date the award was varied to give effect to this clause. They shall not however be cumulative upon such existing payments.

(xiv) Meal Allowance

- (a) A meal allowance set out in Table 2 of Part B shall be paid to employees instructed to work overtime:

- (i) for two hours or more prior to their agreed commencing time, or
- (ii) for two hours immediately after their agreed finishing time and after subsequent periods of four hours, or
- (iii) after each four hours on days other than ordinary working days

provided that a meal allowance is not payable where, by agreement, a meal is provided by the employer.

(xv) Civil Liability - Engineering Professionals

- (a) Subject to this clause, engineering professionals directly involved in the application of engineering principles to the asset management of the employer's assets that give rise to liability under the Civil Liability Act 2002 (NSW) shall be paid a 3.5% allowance in addition to the weekly salary system rate of pay.
- (b) This allowance was introduced to ensure that engineering professionals whose work value had changed in response to the Civil Liability Act 2002 (NSW) are paid for that change in work value. This allowance applies to functional management positions as well as engineering professionals working in asset management at the operational level.
- (c) This allowance is not payable where such responsibilities and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the employer.
- (d) Direct involvement in the application of engineering principles to the management of the employer's assets includes:
 - the planning for;
 - designing;
 - maintenance;
 - replacing;
 - rehabilitation; or
 - disposingof the employer's assets which may give rise to liability under the Civil Liability Act 2002 (NSW).
- (e) To qualify for the payment of this allowance the position in question must be evaluated in accordance with the skill descriptors for Professional/Specialist Band 3 or Executive Band 4 of the Award.
- (f) The parties to the Award acknowledge that implementation of this allowance has been guided by the Joint Statement on the Implementation of the Civil Liability Allowance issued by the parties in October 2007. The parties remain committed to this document as a guide for the application of the allowance.
- (g) From 1 January 2015, claims for the payment of the civil liability allowance under this clause shall be made within 30 days of the work being performed, and any claims for back-payment of the civil liability allowance shall be limited to the date on which the employee made the claim. This subclause does not apply where it can be demonstrated that the employer incorrectly made representations to an employee that the civil liability allowance had already been paid for in accordance with their rate of pay and/or the salary system established by the employer.

- (h) This clause shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date the Award was varied to give effect to this clause.
- (xvi) Accreditation of employees as Chartered Professional Engineers
- (a) Where an engineering employee is required by the employer to be accredited as a Chartered Professional Engineer the employer shall:
- (1) pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and
 - (2) grant leave, without loss of pay, to attend course requirements in accordance with subclause (iv) of Clause 31, Training and Development, of this Award.
- (b) Subclause (a) shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.
- (c) The employer may grant an engineering employee undertaking a course to obtain accreditation as a Chartered Professional Engineer, although not at the employer's request, assistance in accordance with subclause (v) of Clause 31 of this Award.
- (xvii) Accreditation of employees by the Building Professionals Board
- (a) Where an employee is required by the employer to be accredited by the Building Professionals Board under the Building Professionals Act 2005 (NSW) the employer shall:
- (1) pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and
 - (2) grant paid leave to attend course requirements in accordance with subclause (iv) of Clause 31, Training and Development, of this Award.
- (b) Subclause (a) shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.

16. Motor Vehicle Leaseback

A. General

The parties to this Award recognise that leaseback vehicles may be provided to employees as a condition of employment (e.g. as an incentive for accepting employment) or as a discretionary benefit that is not a condition of employment.

A leaseback vehicle will be considered to be a condition of employment for an employee unless it was clearly identified that it was not being provided on such a basis at the time that it was provided.

Factors to consider when determining whether a leaseback vehicle is a condition of an employee's employment include:

Whether the vehicle was offered as an incentive to attract and/or retain the employee; and

The period that the employee has had access to a leaseback vehicle.

B. Termination of Leaseback Vehicle Arrangement

- (i) Condition of employment - Unless otherwise provided in this clause, where the employer and an employee enter into a leaseback vehicle arrangement and the employee is entitled to a leaseback vehicle as a condition of employment, the arrangement may only be terminated by agreement.
- (ii) Not a condition of employment - Unless otherwise provided, where the employer and an employee enter into a leaseback vehicle arrangement and the employee is not entitled to a leaseback vehicle as a condition of employment, the employer shall give a minimum of six (6) months written notice of termination of the arrangement.

Notwithstanding the above, where the leaseback vehicle agreement was entered into prior to 1 November 2010, the employer shall give a minimum of 12 months' notice to terminate the agreement.

- (iii) Other - The employer may terminate or suspend access to a leaseback vehicle arrangement immediately on termination of employment, loss of licence, serious breach of the leaseback vehicle agreement or if the employee accepts a new position with the employer that does not include access to a leaseback vehicle. The employer may also terminate or suspend a leaseback vehicle arrangement where an employee is demoted, for the period of demotion, provided that at least two weeks' notice is given.

C. VARIATION OF LEASEBACK VEHICLE ARRANGEMENTS

- (iv) Variations to leaseback arrangements - Proposals to vary leaseback vehicle arrangements, including the formula for calculating the leaseback vehicle fees shall be referred to the consultative committee in accordance with clause 32 of this Award, before a definite decision is made.
- (v) Variations to leaseback fees - The employer shall not increase the leaseback vehicle fee an employee is required to pay in any twelve (12) month period by more than ten (10) percent or the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0), whichever is the greater. This subclause shall not apply where the leaseback vehicle fee is adjusted to reflect changes in the type of vehicle being used (including changes in vehicle options, the class, model or make of vehicle).
- (vi) Variations in hours of work and/or extended periods of absence - Where an employee's hours of work change significantly or the employee is absent on approved leave for an extended period, the employer and the employee shall discuss whether the employee will be allowed to retain possession of the vehicle and/or whether the leaseback vehicle fee is to be adjusted. In the event that the leaseback vehicle fee is to be adjusted, subclause (v) above shall not apply. In the absence of agreement, clause 35, Grievance and Disputes Procedures, shall apply.

17. Residence

Where an employee is supplied by the employer with a residence, it shall be of a reasonable standard. The rental value of such residence shall be agreed upon between the employer and the employee. The rental value as agreed may be deducted from the pay of the employee.

18. Hours of Work

A. Ordinary Hours

- (i) Except as otherwise provided, the ordinary hours of work shall be 38 hours per week arranged on one of the following bases:
 - 38 hours within one week provided that at least two days off shall be granted; or
 - 76 hours within two weeks provided that at least four days off shall be granted; or

114 hours within three weeks provided that at least six days off shall be granted; or

152 hours within four weeks provided that at least eight days off shall be granted.

- (ii) The ordinary hours of work for employees engaged in the following functions shall be 35 hours per week:

Administration;

Building Surveying;

Community Services (Professional/Specialist Band 3);

Engineering (Professional and Trainees);

Executive Band;

Finance;

Health Surveying;

Library;

Public Relations;

Technical Services; and

Town Planning.

The ordinary hours for employees working 35 hours per week shall be arranged on one of the following bases:

35 hours within one week provided that at least two days off shall be granted; or

70 hours within two weeks provided that at least four days off shall be granted; or

105 hours within three weeks provided that at least six days off shall be granted; or

140 hours within four weeks provided that at least eight days off shall be granted.

- (iii) Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday.

- (iv) Where the employer seeks to alter the spread of ordinary hours for a new or vacant position from Monday to Friday to Monday to Sunday for any of the following functions:

Crematoriums and Cemeteries;

Road Constructions and Maintenance;

Sale Yards;

Stores and Depots; and

Trade functions

- (a) the employer shall refer the proposal to alter the spread of ordinary hours to the consultative committee prior to advertising the new or vacant position(s);

- (b) If the employer is satisfied that there are suitably qualified employees employed by the employer that can be redeployed to the new or vacant position(s) the employer shall call for expressions of interest from those employees for redeployment into the new or vacant position(s); and
 - (c) employees employed prior to 1 July 2014 whose ordinary hours of work are from Monday to Friday shall not be compelled to agree to work ordinary hours of work on Saturdays and/or Sundays.
- (v) The ordinary hours for employees engaged in the following functions shall be between Monday and Friday:
- (a) Building Surveyors;

Engineering (Professional and Trainees);

Finance;

Health Surveyors; and

Town Planning.
 - (b) The ordinary hours for employees engaged in general administration shall be between Monday and Friday except where such administrative duties are associated with work in functions where a different spread of hours is applicable.
- (vi) An employee's commencement and/or finishing times may be altered by agreement or by the employer with the provision of reasonable notice where there are genuine operational or safety reasons supporting the variation. For the purpose of this sub-clause, reasonable notice shall be determined having regard to:
- the employee's personal circumstances including any family and carer responsibilities; and
 - the needs of the workplace, including any genuine operational or safety reasons.
- Unless otherwise agreed, at least two weeks prior to the proposed alteration the employer shall provide the employee with the reasons for the proposed alteration to commencement and/or finishing times in writing. At least one week prior to the proposed alteration the employee shall provide reasons in writing if they do not agree with the proposed alteration, provided that an employee shall not unreasonably withhold agreement. In the event of a dispute, Clause 35, Grievance and Disputes Procedures, shall apply.
- This subclause only applies in relation to changes to commencement and/or finishing times and does not apply to changes in the days that an employee is required to work.
- (vii) An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours of continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work. In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate occupational health and safety standards.
 - (viii) Ordinary hours of work shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks.

B. Saturday and Sunday Work

- (i) Except as otherwise provided, ordinary hours worked on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the ordinary hourly rate of pay.

- (ii) The ordinary hours worked by employees engaged in the following functions shall attract a 50% penalty in addition to the ordinary hourly rate of pay for work on a Saturday and a 100% penalty in addition to the ordinary hourly rate of pay for work on a Sunday:

Beach inspectors;

Cleaning;

Crematoriums and Cemeteries;

Garbage;

Mechanical Trades (Workshops);

Parks and Reserves;

Rangers and parking officers;

Road Construction and Maintenance;

Sale Yards;

Sanitary;

Sewerage;

Stores and Depots;

Sullage;

Trade functions:

Waste; and

Water

- (iii) An employee may request to work ordinary hours on a Saturday and/or a Sunday in lieu of the ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
- (b) The employer will not unreasonably withhold agreement to such a request;
- (c) Any such agreement shall not apply to new or vacant provisions;
- (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this subclause, the employer shall not be required to pay the penalty rate provided by subclauses (i) and/or (ii).

C. Shift Work

- (i) Except as otherwise provided ordinary hours worked outside the span of 6:00am to 6:00pm Monday to Friday shall attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified in this subclause.
- (ii) Employees engaged in the following functions will be entitled to a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the following times:

Aerodromes	5.00am to 10.00pm
Caretakers	5.00am to 10.00pm
Childcare	6.00am to 7.00pm
Cleaners	5.00am to 9.00pm
Entertainment, Theatres and Hospitality	6.00am to 11.00pm
Libraries	8.00am to 9.00pm
Leisure Centres	5.00am to 11.00pm
Parking Station Attendants	6.00am to 10.00pm
Pools	5.00am to 11.00pm
Rangers and parking officers	5.00am to 10.00pm
Security/watchpersons	5.00am to 10.00pm

- (iii) Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.
- (iv) With the exception of staff engaged in the function of street sweeping, employees in receipt of the Level 2 Adverse Working Conditions allowance provided under clause 15(ii) of this Award shall not also receive shift penalties for work performed outside the hours of 6:00am to 6:00pm Monday to Friday as provided by subclause (i).
- (v) An employee may request to work ordinary hours outside the span of 6:00am and 6:00pm or any of the other spans detailed in clause 18C(ii), in lieu of the ordinary hours the employee would otherwise be rostered to work.
 - (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
 - (b) The employer will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement shall not apply to new or vacant positions;
 - (d) Where an employee requests to work ordinary hours outside the relevant span of hours the employer shall not be required to pay a shift penalty for the actual time worked.

D. Facilitative Provisions

The employer and the Union may agree on hours of work, weekend penalties and shift penalties other than those prescribed in this clause.

19. Overtime

A. General

- (i) Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (ii) Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- (iii) Overtime worked on Sunday shall be paid for at the rate of double time.
- (iv) Overtime shall be claimed within 30 days of it being worked. The employer shall keep a record of such overtime. Accrued time in lieu of overtime shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.

- (v) An employee (other than a casual) who:
- (a) works four or more hours overtime after the completion of an ordinary shift and does not receive ten (10) consecutive hours off duty in the fourteen (14) hours immediately preceding the commencement of their next ordinary shift, or
 - (b) works overtime after the completion of two consecutive ordinary shifts without receiving ten (10) consecutive hours off duty,
- shall be released after the completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- If an employee is instructed to resume work without receiving the ten consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a ten hour break without loss of pay.
- Remote response - This subclause shall not apply where an employee works for less than four hours remote response on any one day.
- (vi) (a) Where there is prior agreement between the employer and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked.
- (b) The employer may direct an employee to take accrued time in lieu of overtime by the giving of at least two (2) weeks' notice in the following circumstances:
- (1) Where the employee has accumulated in excess of one (1) weeks' time in lieu of overtime or,
 - (2) A period of annual close down of up to and including four (4) weeks where the employee does not have sufficient annual leave to cover the relevant close down period. The employer shall be able to rely on this provision prior to considering the provision of meaningful alternate duties.
- (c) Time in lieu of overtime accruals standing to an employee's credit on termination of employment shall be paid at the appropriate overtime rate.
- (vii) Employees classified in the Executive Band 4 of this Award may be required, in addition to their ordinary hours, to attend meetings of council and standing and/or special committee meetings. For the purpose of this subclause, an employee who is required to attend meetings of the council and standing and/or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.
- (viii)
- (a) Subject to paragraph (b), the employer may require an employee to work reasonable overtime at overtime rates.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
 - (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
 - any risk to the employee;
 - the employee's personal circumstances including any family and carer responsibilities;

the needs of the workplace;

the notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and

any other matter.

B. Hours of Work Flexibility Agreements

- (i) Subject to subclause (ii) of this clause, the employer and an individual employee in Professional/Specialist Band 3 or Executive Band 4 may agree to an 'Hours of Work Flexibility Agreement' whereby the employee is paid an allowance of at least ten (10) percent of the employee's weekly salary system rate of pay in substitution for all overtime penalties under this Award.
- (ii) An employee shall be entitled to overtime in accordance with Clause 19A of this Award where the employee is directed to work additional hours that are in excess of the hours of work reasonably contemplated by the employer and the employee at the time the Hours of Work Flexibility Agreement was made. The hours of work reasonably contemplated by the employer and the employee shall be determined having regard to the quantum of the allowance paid.
- (iii) Where the employer and an engineering professional employee who satisfies the eligibility criteria for payment of the civil liability allowance at subclause 15(xv) of this Award agree to an Hours of Work Flexibility Agreement, the employee shall continue to be paid the civil liability allowance in addition to any allowance that is payable under the Hours of Work Flexibility Agreement.
- (iv) An Hours of Work Flexibility Agreement is subject to the following conditions:
 - (a) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
 - (b) The agreement between the employer and the individual employee must:
 - (1) be in writing;
 - (2) name the parties to the agreement and be signed by the employer and the individual employee;
 - (3) result in the employee being better off overall in comparison to the Award at the time the agreement is made than the employee would have been if no Hours of Work Flexibility Agreement had been agreed to;
 - (4) state the date the agreement commences to operate.
 - (c) The employee shall work such reasonable hours as are necessary to carry out the duties and functions of the position and the employee's obligations under their contract of employment, provided that the employee may refuse to work additional hours in circumstances where the working of such additional hours would result in the employee working hours which are unreasonable. For the purposes of this subclause, what is unreasonable or otherwise will be determined having regard to:
 - any risk to the employee;
 - the employee's personal circumstances including any family and carer responsibilities;
 - the needs of the workplace;

the notice, if any, given by the employer of the requirement for the employee to work additional hours and by the employee of their intention to refuse it; and

any other matter.

- (d) The employer may require the employee to attend work for the employer during core business hours and to attend meetings of the council/employer and standing and/or special committee meetings, provided that such requirement does not result in the employee working hours which are unreasonable.
- (e) The employer must give the individual employee a copy of the agreement and keep the original signed agreement as a time and wages record.
- (f) An employer seeking to enter into an agreement under this clause must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- (v) An Hours of Work Flexibility Agreement may be terminated:
 - (a) by the employer or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- (vi) The allowance paid under this clause shall be paid for all purposes of the Award but shall not attract any penalty.

C. On Call

- (i) For the purposes of this Award, an employee shall be deemed to be on-call if required by the employer to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work and/or supervise the call-out of other employees.
- (ii) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by the employer. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.
- (iii) Employees required to be on call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, in accordance with Clause 18, Hours of Work shall be paid an on call allowance at a rate set out in Table 2 of Part B of this Award for each such day the employee is required to be on call.
- (iv) Employees required to be on call on days other than their ordinary working days shall be paid an on call allowance at a rate set out in Table 2 of Part B of this award for each such day the employee is required to be on call.
- (v) Provided that the on call allowances in subclauses (iii) and (iv) of this clause shall not total more than the rate set out in Table 2 of Part B of this award for any one week.
- (vi) Employees on call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked and such rate shall be paid from the time that the employee departs for work. On call employees are not subject to the minimum payment provisions on a public holiday.
- (vii) Unless otherwise provided, the overtime paid to an employee that is required to work whilst on-call shall not be less than thirty (30) minutes per day on which they are called out.

- (viii) For each public holiday an employee is required to be on-call, the employee shall be granted one-half day's leave to be taken at an agreed time, provided that where there is prior agreement the employer may pay the employee an additional one-half day's pay in lieu of the one-half day's leave.

D. Call Back

- (i) For the purposes of this Award, an employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- (ii) Any employee who is called back to work as defined in subclause (i) shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.

Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

E. Remote Response

- (i) An employee who is in receipt of an on call allowance and available to immediately:
 - (a) respond to phone calls or messages;
 - (b) provide advice ('phone fixes');
 - (c) arrange call out/rosters of other employees; and
 - (d) remotely monitor and/or address issues by remote telephone and/or computer access,will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter, except where the employee is recalled to work (Note: subclause 19C(vi) applies where an on-call employee is recalled to work).
- (ii) An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.
- (iii) The employer may, by agreement, make an average payment equivalent to an agreed period of time per week where the employee is regularly required to remotely respond as defined in subclause (i) of this clause.

20. Holidays

A. General

- (i) The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- (ii) In addition to subclause (i), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations. Eligible employees shall provide the employer with at least seven (7)

days' notice of their intention to take the holiday in accordance with this subclause, provided that if less than seven (7) days' notice is given such leave shall not be unreasonably refused.

- (iii) Where any of the holidays prescribed by this Award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- (iv) Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this award, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- (v) All employees classified in the Operational Band 1 of this Award employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours work.
- (vi) Where an employee is required to work ordinary hours on a holiday as prescribed by this Award, the employer and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, be granted equivalent time off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.

B. Union Picnic Day

- (i) Union Picnic Day shall for the purposes of this Award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between the employer and the union(s).
- (ii) The union(s) shall advise the employer of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (iii) Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- (iv) Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to the employer to take annual leave, long service leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by the employer, or may be required by the employer to make up time.

21. Leave Provisions

A. Sick Leave

- (i) Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay subject to the following conditions:
 - (a) the employer shall be satisfied that the sickness is such that it justifies the time off; and
 - (b) the employer shall be satisfied that the illness or injury does not arise from engaging in other employment; and
 - (c) proof of illness to justify payment shall be required after 3 separate periods of absence in each service year or where an absence exceeds 2 working days; and
 - (d) when requested, proof of illness shall indicate the employee's inability to undertake their normal duties; and
 - (e) where a person is employed on a fixed-term or temporary basis of less than twelve (12) months duration the employee shall be entitled to one (1) weeks sick leave on commencement. The employee shall be entitled to a further one (1) weeks sick leave after each four (4) months of continuous service.

- (ii) Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority.
- (iii) The employer may require employees to attend a qualified medical/health practitioner nominated by the employer at the employer's cost.
- (iv) Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- (v) The employer may, at its discretion, grant an employee sick leave at half pay if satisfied that extenuating circumstances exist. Where a public holiday falls during a period of sick leave at half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of sick leave at half pay on a proportionate basis.
- (vi) Accumulated sick leave shall be transferable on change of employment from employer to employer within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with the employer and appointment to the service of another employer does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.
- (vii) Where an employee has had five (5) years' service with the present employer and the sick leave entitlement as prescribed has been exhausted, that employer may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- (viii) Section 50 of the Workers Compensation Act 1987 (NSW) dealing with the relationship between sick leave and workers compensation applies.
- (ix) Where an employee had an entitlement under awards rescinded and replaced by this Award for the payment of unused sick leave arising out of the termination of employment due to ill-health or death and where such entitlement existed as at 15 February 1993 the following provisions shall apply
 - (a) In the event of the termination of service of an employee on account of ill health and the employer is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid any accrued sick leave at full pay to which such employee would be entitled under this clause.
 - (b) When the service of an employee is terminated by death, the employer shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
 - (c) Payment under this clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensable under the Workers Compensation Act 1987 (NSW).
 - (d) For the purposes of this subclause such entitlement to payment of untaken sick leave shall be paid in accordance with clause 14 of Schedule 4 of the Industrial Relations Act 1996 (NSW).

B. Carer's Leave

- (i) Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (v)(b) below who needs the employee's care and support

shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 21A, Sick Leave of this Award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

- (ii)
 - (a) Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
 - (b) Where more than two weeks sick leave in any year of service is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.
 - (c) Where the parties are unable to reach agreement the grievance and disputes procedures at Clause 35 of this Award should be followed.
- (iii) In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- (iv) The employer may require the employee to provide proof of the need for carer's leave as follows:
 - (a) Less than two weeks - Where less than two weeks sick leave in any year of service is sought to be used for caring purposes the employer may require the employee to establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or
 - (b) More than two weeks - Where more than two weeks sick leave in any year of service is sought to be used for caring purposes the employer may require the employee to produce a medical certificate from a qualified medical/health practitioner showing the nature of illness of the person concerned and such other information as may be reasonably necessary to demonstrate that the illness is such as to require care by the employee and that no other appropriate care arrangements are reasonably available, or
 - (c) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (v) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
 - (3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
- (a) 'relative' means a person related by blood, marriage or affinity;
 - (b) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) 'household' means a family group living in the same domestic dwelling.
- (vi) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause (v)(b) above who is ill or who requires care due to an unexpected emergency.
- (vii) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (viii) Carer's Entitlement for Casual Employees
- (a) Subject to the evidentiary and notice requirements in subclauses (iv) and (vii) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (v)(b) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.
- (ix) Time off in Lieu of Payment for Overtime: An employee may, with the consent of the employer, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 19A of this Award for the purpose of providing care and support for a person in accordance with subclause (v) above.
- (x) Make-up time: An employee may elect, with the consent of the employer, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the Award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause (v) above.
- (xi) Annual Leave and Leave Without Pay: An employee may elect with the consent of the employer to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause (v) above. Such leave shall be taken in accordance with Clause 21D, Annual Leave and Clause 21M, Leave Without Pay of this Award.

C. Emergency Services Leave

- (i) Subject to subclause (ii) of this clause, an employee, other than a casual, who engages in a 'voluntary emergency management activity' shall be entitled to up to five (5) days paid

emergency services leave per calendar year from their accrued sick leave balance to participate in such activity.

- (ii) An employee is not entitled to paid emergency services leave under this clause if:
 - (a) the employee has less than 12 months continuous service with the employer; or
 - (b) the taking of the emergency services leave will result in the employee having an accumulated sick leave balance of less than three (3) weeks.
- (iii) For the purposes of this clause, an employee engages in a 'voluntary emergency management activity' if, and only if:
 - (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (b) the employee engages in the activity on a voluntary basis (Note: the activity is not on a voluntary basis if the employee receives remuneration from the recognised emergency management body for lost wages or salary); and
 - (c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
 - (d) either:
 - (1) the employee was requested by or on behalf of the body to engage in the activity; or
 - (2) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (iv) For the purposes of this clause, a 'recognised emergency management body' is:
 - (a) a body, or part of a body, that has a role or function under a plan that:
 - (1) is for coping with emergencies and/or disasters; and
 - (2) is prepared by the Commonwealth, a State or a Territory; or
 - (3) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (b) any other body, or part of a body, a substantial purpose of which involves:
 - (1) securing the safety of persons or animals in an emergency or natural disaster; or
 - (2) protecting property in an emergency or natural disaster; or
 - (3) otherwise responding to an emergency or natural disaster.
- (v) For the purposes of this clause, an 'emergency' means an event, actual or imminent, which endangers or threatens to endanger life, property or the environment and which requires a significant and coordinated response.
- (vi) The employer may require proof of participation in the voluntary emergency management activity to justify payment under this clause.

D. Annual Leave

Amount of Annual Leave

- (i) For each year of service an employee (other than a casual) is entitled to:
 - (a) 4 weeks of paid annual leave; or
 - (b) 5 weeks of paid annual leave if the employee is regularly required to work a seven day a week rotating roster system.

Accrual of leave

- (ii)
 - (a) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
 - (b) Paid annual leave accrues up to when the employment ends.

Taking paid annual leave

- (iii) Unless otherwise provided, paid annual leave may be taken for a period agreed between the employee and the employer.
- (iv) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

Requirement to take annual leave

- (v) The employer may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:
 - (a) where the employee has accumulated in excess of eight weeks annual leave
 - (b) a period of annual close-down of up to and including 4 weeks.

Provided that:

- (1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause (i) of this clause.
- (2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, the employer shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
- (3) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with the employer may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
- (4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.

Employee not taken to be on paid annual leave on Public Holidays

- (vi) If the period during which an employee takes paid annual leave includes a day or part-day that is a declared public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that declared public holiday.

Payment for annual leave

- (vii) Unless otherwise provided, if an employee takes a period of paid annual leave, the employer must pay the employee at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.

Resignation or termination of employment

- (viii) On resignation or termination of employment, the employer shall pay to the employee their ordinary rate of pay for all accrued untaken annual leave.

Varying rates of pay

- (ix) Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

E. Long Service Leave

(i)

- (a) An employee shall be entitled to Long Service Leave at the ordinary rate of pay as follows: -

Length of Service	Entitlement
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

- (b) Where an employee has completed more than five years service with the employer and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.

(ii)

- (a) An employee who is entitled to long service leave may, with the consent of the employer, take long service leave:

- (1) on full pay; or
- (2) on half pay; or
- (3) on double pay.

- (b) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:

- (1) a period of leave on full pay - the number of days so taken; or

- (2) a period of leave on half pay - half the number of days so taken; or
 - (3) a period of leave on double pay - twice the number of days so taken.
- (c) When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:
- (1) a period of leave on full pay - the number of days so taken; or
 - (2) a period of leave on half pay - half the number of days so taken; or
 - (3) a period of leave on double pay - the number of days so taken.
- (d) Employees that take long service leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.
- (iii)
- (a) Long service leave shall be taken at a time mutually convenient to the employer and employee, provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due. The employer may direct an employee to take long service leave accrued on or after 23 June 1988 and not taken within five years of it falling due provided that at least four weeks' notice is given to the employee.
 - (b) Payment to an employee proceeding on long service leave shall be made by the employer at the employee's ordinary rate of pay calculated according to how the leave is taken (i.e. either full, half, or double ordinary pay) for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
 - (c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.
- (iv)
- (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause all prior continuous service with any other employer within New South Wales shall be deemed to be service with the employer by which the employee is currently employed.
 - (b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one employer to another provided the period between cessation of service with one employer and appointment to the service of another employer does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one employer and appointment to the service of another employer.
- (v) For the purpose of this clause, service shall include the following periods: -
- (a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of the employer.
 - (b) In the case of an employee, transferred to the service of an employer of a new or altered area - any period of service with the employer from which such employee was transferred.

- (c) Service shall mean all service with the employer irrespective of the classification under which the employee was employed.
- (vi) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by the employer as service at the time leave was taken.
- (vii) When an employee transfers from one employer to another, the former employer shall pay to the newly employing employer the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement. Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with the employer(s). A statement showing all prior continuous service with the employer(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money that shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the employer 's Long Service Leave Record.
- (viii) The employer which has received under subclause (vii) of this clause a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing employer(s) shall if the employee subsequently leaves the service of that employing employer to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing employer (s) the amount paid.
- (ix) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by clause 20, Holidays of this Award, occurring during the taking of any period of long service leave, provided that where a public holiday falls during a period where the employee has taken long service leave on half pay, the public holiday shall also be paid at half pay.
- (x) When the service of an employee is terminated by death the employer shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- (xi) Where an employee's service is terminated at the end of a season or through shortage of work, material or finance or through illness certified by a duly qualified medical practitioner and such employee is re-employed by the same employer within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

F. Parental Leave (General)

Relationship with federal legislation - Clauses 21F, 21G, 21H and 21J of this Award shall apply in addition to:

- (i) Chapter 2, Part 2-2, Division 5 - 'Parental leave and related entitlements' of the National Employment Standard (NES) under the Fair Work Act 2009 (Cth); and
- (ii) the Paid Parental Leave Act 2010 (Cth).

Note: Division 5 of the Fair Work Act 2009 (Cth) relates to:

unpaid parental leave, including unpaid adoption leave
unpaid special maternity leave
transfer to a safe job and no safe job leave

G. Requests for Flexible Working Arrangements

Requests for flexible working arrangements

Chapter 2, Part 2-2, Division 4, Requests for Flexible Working Arrangements of the Fair Work Act 2009, shall apply.

H. Paid Parental Leave

(i) Definitions - in this clause:

- (a) PPL instalments shall mean instalments paid during the paid parental leave period under the Paid Parental Leave Act 2010 (Cth).
- (b) parental leave make-up pay shall mean the employee's ordinary pay, inclusive of PPL instalments. Where an employee works a varying number of ordinary hours for 6 months or more in the aggregate in the 12 month period immediately preceding leave associated with the birth of a child, the employee's ordinary hours shall be deemed to be the average weekly number of ordinary hours worked during the 12 month period.

(ii) Eligibility

This clause shall apply to an employee who is receiving PPL instalments as a primary or secondary claimant under the Paid Parental Leave Act 2010 (Cth) and who has had 12 months continuous service with the employer immediately prior to the commencement of paid parental leave.

(iii) Entitlement to parental leave make-up pay

- (a) An employee shall be entitled to parental leave make-up pay for the period that they are receiving PPL instalments, up to a maximum of 18 weeks.
- (b) The period of parental leave make-up pay shall be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. Superannuation is calculated on the employee's ordinary rate of pay.
- (c) Requalification period - An employee shall not be entitled to a further period of parental leave make up pay unless the employee has returned to work for the employer for at least 3 months since their previous period of parental leave.

(iv) Employee's right to choose

- (a) An employee who satisfies the eligibility criteria for paid maternity leave or paid special maternity leave under Clause 19F, Paid Maternity Leave, of the Local Government (State) Award 2007, may elect to receive paid maternity leave and/or paid special maternity leave (9 weeks full pay or 18 weeks half pay) in accordance with the provisions of the Local Government (State) Award 2007 in lieu of the entitlement to parental leave make-up pay under this Award, provided that the requalification period in subclause (iii) above shall apply.
- (b) This subclause shall not apply where another employee of the employer receives parental leave make-up pay in connection with the pregnancy or birth of the child.

I. Concurrent Parental Leave

An employee, other than a casual, who is a supporting parent shall be entitled to up to two weeks paid concurrent parental leave from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with the employer immediately prior to the commencement of their concurrent parental leave.

J. Adoption Leave

(i) Eligibility

This clause applies to an employee who is entitled to adoption-related leave under the Fair Work Act 2009 (Cth).

(ii) Pre-adoption Leave

- (a) An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the Fair Work Act 2009 (Cth) is entitled to up to 2 days paid pre-adoption leave at ordinary pay for the period of such leave.
- (b) An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:
- (1) single continuous period of up to 2 days; or
 - (2) any separate periods to which the employee and the employer agree.

(iii) Adoption Leave

- (a) Subject to subclause (c), an employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption according to the following scale:

Age of Child at the Date of Placement	Entitlement
Less than 5 years of age	9 weeks full pay, or 18 weeks half pay
Between 5 years of age and less than 16 years of age	4 weeks full pay, or 8 weeks half pay

- (b) Notwithstanding the above, where the adopted child is aged between 5 years of age and less than 16 years of age at the date of placement with the employee and there are special needs and reasons in the child's life, the employer shall not unreasonably refuse to grant up to nine weeks paid adoption leave at full pay or 18 weeks paid adoption leave at half pay.
- (c) An employee is not entitled to paid adoption leave under this clause where the employee receives parental leave make-up pay in connection with the adoption of the child.

(iv) Family reunion leave

- (a) An employee, other than a casual, able to establish that they were adopted under a "closed adoption" practice shall be entitled to up to five (5) days family reunion leave from their accumulated sick leave balance to reunite with their biological parent(s) for the first time.
- (b) For the purpose of this sub-clause "closed adoption" means an adoption whereby the record of the biological parent(s) is kept sealed and the adopted child is thereby prevented from knowing the identity of such biological parent(s).

K. Bereavement leave

- (i) Subject to this clause, where an employee, other than a casual, is absent from duty because of the death of a person and provides satisfactory evidence to the employer of such, the employee shall be entitled to bereavement leave as follows:

- (a) Up to four days paid bereavement leave upon the death of a member of the employee's immediate family; or
 - (b) Up to two days paid bereavement leave upon the death of a member of the employee's extended family;
- (ii) For the purposes of this clause, immediate family shall mean the following:
- (a) a spouse or de facto partner of the employee;
 - (b) a child of the employee;
 - (c) a parent of the employee;
 - (d) a sibling of the employee;
 - (e) a grandchild of the employee;
 - (f) a child of the spouse or de facto partner of the employee;
 - (g) a parent of the spouse or de facto partner of the employee;
 - (h) a sibling of the spouse or de facto partner of the employee; or
 - (i) a grandchild of the spouse or de facto partner of the employee; or
 - (j) a member of the employee's extended family living in the same domestic dwelling as the employee.
- (iii) For the purposes of this clause, extended family shall mean the following:
- (a) a niece of the employee;
 - (b) a nephew of the employee;
 - (c) an uncle of the employee;
 - (d) an aunt of the employee;
 - (e) a grandparent of the employee;
 - (f) a grandparent of the spouse or de facto partner of the employee;
 - (g) the spouse or de-facto partner of the employee's child (son in law or daughter in law).
- (iv) The employer may grant an employee additional bereavement leave if satisfied that extenuating circumstances exist.
- (v) Bereavement Entitlements for Casual Employees
- (a) Subject to providing satisfactory evidence to the employer, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person as provided in subclauses (i) to (iv) of Clause 21K, Bereavement Leave.
 - (b) The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a casual employee are otherwise not affected.

L. Other Paid Leave**(i) Jury Service Leave**

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

(ii) Union Training Leave

The employer shall agree to release employees to attend an accredited trade union training course without loss of pay and such agreement shall not unreasonably be withheld.

(iii) Union Conference Leave

Accredited delegates to the unions' annual conferences shall be granted paid leave for the duration of the conference provided that the employer's operational requirements are met and the union notifies the employer of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.

M. Leave Without Pay

(i) Periods of leave without pay, shall be taken at a time mutually convenient to the employer and the employee, and shall not be regarded as service for the purpose of computing entitlements under this Award. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.

(ii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

22. Flexibility for Work and Family Responsibilities

(i) In recognition of the commitment to provide flexibility for work and family responsibilities and the need to retain skills and experience within the industry, employers are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their work and family responsibilities.

(ii) The employer and an employee, other than a casual, may agree on flexible work and leave arrangements to enable the employee to attend to work and family responsibilities. The employer shall not unreasonably withhold agreement to flexible work and leave arrangements, provided its operational needs are met.

(iii) Flexible work and leave arrangements include but are not limited to:

- (a) make up time;
- (b) flexi time;
- (c) time in lieu;
- (d) leave without pay;
- (e) annual leave;

- (f) part-time work;
 - (g) job share arrangements;
 - (h) variations to ordinary hours and rosters;
 - (i) purchased additional annual leave arrangements;
 - (j) working from home arrangements; and
 - (k) arrangements to accommodate breastfeeding women.
- (iv) The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

23. Phased Retirement

- (i) In recognition of the ageing workforce in local government and the need to retain skills and experience within the industry, employers are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their transition into retirement.
- (ii) Examples of flexible work and leave arrangements include:
 - (a) Part-time work;
 - (b) Flexi time;
 - (c) Leave without pay;
 - (d) Job sharing arrangements;
 - (e) Variations to ordinary hours and rosters;
 - (f) Job redesign; and
 - (g) Purchased additional annual leave arrangements.
- (iii) The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either the employer or the employee.

24. Health and Wellbeing

- (i) The parties to the Award recognise that workplace health and wellbeing programs can lead to positive outcomes such as improved employee work performance and productivity, improved employee recruitment and retention, reduced absenteeism, and other benefits.
- (ii) Employers are encouraged to develop workplace health and/or wellbeing programs that are suited to the needs and resources of the employer.
- (iii) An employee may, with the consent of the employer, take up to two (2) days paid leave per calendar year from their accrued sick leave balance to participate in a health and/or wellbeing activity, subject to the following:
 - (a) the granting of paid leave under this clause is at the discretion of the employer; and
 - (b) the taking of paid leave under this clause must not result in the employee having an accumulated sick leave balance of less than three (3) weeks; and

- (c) the employer may require proof of participation in the health and/or wellbeing activity to justify payment under this clause.

25. Part-time Employment

- (i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 18, Hours of Work of this Award.
- (ii) Prior to commencing part-time work the employer and the employee shall agree upon the conditions under which the work is to be performed including:
 - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - (b) The nature of the work to be performed.
 - (c) The rate of pay as paid in accordance with this Award
- (iii) The conditions may also stipulate the period of part-time employment.
- (iv) The conditions may be varied by consent.
- (v) The conditions or any variation to them must be in writing and retained by the employer. A copy of the conditions and any variations to them must be provided to the employee by the employer.
- (vi)
 - (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
 - (b) In such cases the employer and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vii) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in clause 18, Hours of Work of this Award, the provisions of clause 19, Overtime, shall apply.
- (viii) Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- (ix) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- (x) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

26. Casual Employment

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with clause 18, Hours of Work.
- (iii) Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by clause 18B. The penalties are calculated on the ordinary hourly rate.

- (iv) Casual employees who work outside the relevant spread of hours identified at clause 18C(i) and (ii) are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- (v) Subject to clause 19A (viii), a casual employee will not be offered to work overtime in a position held by a permanent employee of the employer, if such permanent employee is available to work that overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 18, Hours of Work.
- (vi) In addition to the amounts prescribed by subclause (ii) of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave (including but not limited to annual leave, long service leave and sick leave) and severance pay, except for paid parental leave prescribed by the Award. Casual loading is not payable on overtime.
- (vii) Casual employees engaged on a regular and systematic basis shall:
 - (a) Have access to annual assessment under the employer's salary system.
 - (b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on employer's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- (viii) A casual employee shall not replace an employee of the employer on a permanent basis.
- (ix) Carer's entitlements shall be available for casual employees as set out in subclause (viii) of Clause 21, Part B of this Award.
- (x) Bereavement entitlements shall be available for casual employees as set out in subclause (v) of Clause 21, Part K of this Award.

27. Job Share Employment

- (i) Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
 - (ii)
 - (a) Job sharing shall be entered into by agreement between the employer and the employees concerned.
 - (b) Such agreement shall be referred to the consultative committee for information.
 - (iii) The employer and the job sharers shall agree on the allocation of work between job sharers.
- (iv)
 - (a) The ordinary hours of work of the position shall be fixed in accordance with clause 18, Hours of Work of this Award.
 - (b) The job sharers in conjunction with the employer shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- (v)
 - (a) In the absence of a job sharer the remaining job sharer(s) may be required by the employer to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
 - (b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.

- (vi) A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in clause 18, Hours of Work of this Award the provisions of clause 19, Overtime, shall apply.
- (vii) The employer must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- (viii)
 - (a) Job sharers shall have access to all provisions of this Award including training and development.
 - (b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
 - (c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
 - (d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- (ix) In the event of a job sharer vacating the position the employer shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- (x) The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the employer.

28. Labour Hire

- (i) An employee of a labour hire business shall not replace an employee of the employer on a permanent basis.
- (ii) This clause does not apply to the employment of apprentices and/or trainees by a group training business.
- (iii) For the purpose of this clause:
 - (a) a "labour hire business" is a bona fide labour hire business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which supplies staff employed or engaged by it to the employer on an on-hire basis for the purpose of such staff performing work or services for that employer. Provided that a business is not a labour hire business if:
 - (1) the staff of that business are not performing the specific duties of a position(s) covered by the employer's organisation structure;
 - (2) the business is providing professional business services which cannot reasonably be fulfilled by the employer's employees, for a specified period of time or for a specific task (for example, legal, financial or accounting services);
 - (3) the business is a bona fide contractor providing both equipment and employees to the employer; or
 - (4) the business is another entity covered by this Award.
 - (b) a "group training business" is a bona fide group training business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply apprentices and/or trainees to the employer for the purpose of such staff performing work or services as an apprentice or trainee for that employer.

- (iv) Notwithstanding the provisions of subclause (i), the employer and the relevant union may agree in writing that the employer may replace an employee of the employer on a permanent basis with the employee of a labour hire business.

29. Multiple Employment

Where an employee is employed in a second position with the employer the second position may, for all purposes of the Award, be regarded as a separate and distinct employment engagement from the original employment provided that:

- (i) the positions involve different duties or are in different work function areas; and
- (ii) the employee agreed to the employment in the second position.

30. Junior and Trainee Employment

A. General

- (i) The rates of pay specified in Band 1/Level 1 are actual not minimum rates.
- (ii) Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.

B. Junior Employment

- (i) The rates of pay as provided in Band 1/Level 1 are payable to juniors (15-18 years old).
- (ii) A junior employee shall be appointed to Band 1/Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (iii) Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

C. Trainee Employment and Apprenticeships

- (i) The rate of pay as provided for in Band 1/Level 1 are payable to employees undertaking entry level training.
- (ii) An employee shall be appointed to Band 1/Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (iii) Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.
- (iv) Upon successful completion of entry level training, the employee shall proceed to the appropriate band and level in the structure, if the employment is to be continued beyond the training period.
- (v) In addition to the vocational training direction, the employer shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:
 - (a) the term of the apprenticeship;
 - (b) the course of studies to be undertaken by the apprentice;
 - (c) the course of on the job training to be undertaken by the apprentice.

D. School Based Apprentices

- (i) The object of Part D of this clause is to assist persons who are undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the Apprenticeship and Traineeship Act 2001 (NSW).
- (ii) The hourly rates for school based apprentices for total hours worked including time deemed to be spent in off-the-job training shall be calculated by dividing the applicable weekly rate for full time apprentices as set out in Band 1/Level 1 by 38 or 35 in accordance with Clause 18, Hours of Work.
- (iii) For the purpose of subclause (ii), where a school based 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. The wages paid for training time may be averaged over the school term or year.
- (iv) School based apprentices progress through the rates of pay set out in Band 1/Level 1 subject to successful completion of appropriate training modules and satisfactory service.
- (v) Except as provided by this Award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment.

E. Government Funded Traineeships

- (i)
 - (a) The objective of Part E of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees.
 - (b) The system is neither designed nor intended for those who are already trained and job ready.
 - (c) Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this Award.
- (ii) Except as in hereinafter provided, all other terms and conditions of this Award shall apply.
- (iii)
 - (a) This subclause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority. The trainee and the employer shall be bound by a training agreement made in accordance with this Award and shall not operate unless this condition is met.
 - (b) A traineeship shall not commence until the relevant Traineeship Agreement has been registered with the relevant State Training Authority.
- (iv) The employer shall ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Traineeship Agreement.
- (v) The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- (vi) Training shall be directed at:
 - (a) the achievement of key competencies required for successful participation in the workplace and/or

- (b) the achievement of competencies required for successful participation in an industry.
- (vii) Until consultation and negotiations with the relevant industry union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship has occurred a Traineeship Scheme shall not be given approval. An application for approval of a Traineeship Scheme shall identify the relevant industry union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiations have occurred.
- (viii) Part E of this clause does not apply to apprentices.
- (ix) Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any employer bound by this Award, except in relation to ATS or CST trainees who commenced a traineeship with the employer before the employer was bound by this Award.
- (x)
 - (a) Trainees shall not displace existing employees from employment.
 - (b) Trainees shall only be engaged in addition to existing staff positions and employment levels.
 - (c) The provisions of subclause (b) above do not apply to the engagement of Indigenous trainees and trainees paid at Band 1/Level 1 of the Award. This subclause shall not be used to reduce the core number of employees at the employer.
- (xi) A trainee shall be engaged on a full time basis for the period of at least twelve months. By agreement in writing, and with the consent of the relevant State Training Authority, the relevant employer and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. This clause shall not restrict the employer's ability to engage a trainee under a school-based traineeship.
- (xii)
 - (a) The employer shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
 - (b) Where the employer chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.
- (xiii) A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with the employer on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- (xiv) The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
- (xv) Where the employment of a trainee by the employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the employer for the purposes of this Award or any other legislative entitlements.
- (xvi) Wages:
 - (a) The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this Award.

- (b) The trainee wage rates contained in this Award are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

31. Training and Development

- (i) The parties to this Award recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce
 - (b) providing employees with opportunities through appropriate education and training to acquire additional skills and
 - (c) removing barriers to the utilisation of skills in accordance with employers' training plans.
- (ii) All employees shall have reasonable and equitable access to education and training, such education and training shall:
 - (a) be consistent with the employer's training plan
 - (b) enable employees to acquire the range of skills they are required to apply in their positions
 - (c) enhance employees' opportunities for career path development and mobility through employer's organisation structures, through participation in the employers' training plans.
- (iii) Training Plan and Budget
 - (a) The employer shall develop a training plan and budget consistent with:
 - (1) the current and future skill requirements of the employer.
 - (2) the size, structure and nature of the operations of the employer.
 - (3) the need to develop vocational skills relevant to the employer and the Local Government industry.
 - (b) In developing the training plan, the employer shall have regard to corporate, departmental and individual training needs.
 - (c) The training plan shall be designed in consultation with the consultative committee.
 - (d) The training plan shall, where appropriate, provide for training that is consistent with the National Local Government Competency Standards.
 - (e) The training plan, shall provide for the assessment and recognition of employee's current competencies where possible.
 - (f) Selection of participants to receive the employer's required training in accordance with employer's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- (iv) If an employee is required by the employer to undertake training in accordance with the employer's training plan:
 - (a) the employer shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;

- (b) where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which the employer will grant paid leave to attend such course requirements shall be specified in the training plan;
 - (c) the employer shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
 - (d) the employer shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
 - (e) reasonable travel arrangements shall be agreed; and
 - (f) where an employee is required to complete major assignment(s) the employer and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- (v) The employer may grant an employee undertaking a course consistent with the employer's training plan, although not at the employer's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave the employer shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. The employer may pay course fees at its discretion.
- (vi) Development of a Competency Based Training System.
- (a) The parties to the Award are committed to the development of a competency based system of vocational education and training for local government. Such a system involves the delivery, assessment and certification of training being related to the identification and demonstrated attainment of the knowledge, skills and their application required for effective performance in work at the required level, as defined in industry endorsed competency standards.
 - (b) The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:
 - (1) that competency standards developed provide the specification of the knowledge and skill and the application of that knowledge and skill to the standards of performance required in employment;
 - (2) that competency standards are reviewed in a systematic manner to ensure that they remain relevant to the actual needs of the industry;
 - (3) that accredited courses and training programs deliver the required competencies and to ensure that assessment processes measure an employee's competency against prescribed standards of performance. These processes involve recognition of prior learning and assessment mechanisms;
 - (4) that certification provides employees with formal recognition of the competencies they have achieved and demonstrated.

32. Consultative Committees

A. Aim

The parties to the Award are committed to consultative and participative processes. There shall be a consultative committee at each employer which shall:

- (i) provide a forum for consultation between the employer and its employees that encourages a free and open exchange of views;

- (ii) positively co-operate in workplace reform to enhance the efficiency and productivity of the employer and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

B. Size and Composition

- (i) The size and composition of the consultative committee shall be representative of the employer's workforce and agreed to by the employer and the local representatives from the following unions: USU; depa and the LGEA and such agreement shall not be unreasonably withheld.
- (ii) The consultative committee shall include but not be limited to employee representatives of each of the unions who have members employed at the employer.
- (iii) Officers of the union(s) or Association(s) may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

C. Scope of Consultative Committees

- (i) The functions of the consultative committee include:
 - (a) Award implementation
 - (b) training
 - (c) consultation with regard to organisation restructure
 - (d) job redesign
 - (e) salary systems
 - (f) communication and education mechanisms
 - (g) performance management systems
 - (h) changes to variable working hours arrangements for new or vacant positions
 - (i) local government reform
 - (j) proposed variations to leaseback vehicle arrangements.
- (ii) The consultative committee shall not consider matters which are being or should be processed in accordance with Award clause 35, Grievance and Disputes Procedures.

D. Meetings and Support Services

- (i) The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to the employer should note the dissenting views.
- (ii) The consultative committee shall meet as required.

33. Appointment and Promotion

- (i) Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:
 - (a) request in writing the reason(s) as to why they were not appointed, and upon such request, the employer shall provide the reason(s) in writing; and

- (b) request a review of their individual education and training needs.

34. Term Contracts

- (i) The employer may only employ a person on a term contract of employment in the following situations:
 - (a) for the life of a specific task or project that has a definable work activity, or
 - (b) to perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding, or
 - (c) to perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is no longer than is reasonably necessary to undertake recruitment for the vacant position, or
 - (d) to temporarily replace an employee who is on approved leave, secondment, workers compensation, acting in a different position or working reduced hours under a flexible work and leave arrangement, or
 - (e) to undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution, or
 - (f) to trial a new work area, provided that the duration is no longer than is reasonably necessary to trial the new work area, or
 - (g) to perform the duties associated with a vacant position during the intervening period between when the employer has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented; or
 - (h) to accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions); or
 - (i) to perform seasonal work (also see subclause 21E(xi) of this Award).
- (ii) Notwithstanding the above, all term contracts of employment entered into prior to 1 November 2010 may continue until the expiry of their fixed or maximum term.

35. Grievance and Dispute Procedures

- (i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the employer represented by the Association.
- (ii) The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
- (iii) A grievance or dispute shall be dealt with as follows:
 - (a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.

- (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- (iv) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
 - (v) During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

36. Disciplinary Procedures

A. Employee's Rights

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and/or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and/or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence of a union representative and/or the involvement of their union at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

B. Employer's Rights and Obligations

Notwithstanding the procedures contained below, the employer shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - (a) suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.
 - (b) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
 - (c) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
 - (d) The employer shall not unreasonably refuse an application for paid leave under this provision.
 - (e) By agreement an employee may be transferred to another position or place of work.

- (ii) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- (iii) Be entitled to take other disciplinary action before and/or during the procedures in cases of misconduct or where the employee's performance warrants such action.
- (iv) In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 38, Termination of Employment of this Award.
- (v) Be entitled to request the presence of a union representative at any stage.

C. Procedures

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of the employer.
- (ii) Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iii) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of the employer and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iv) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (v) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- (vi) All formal warnings shall be in writing.
- (vii) Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

D. Penalties

After complying with the requirements above, the employer may:

- (i) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
- (ii) Suspend an employee without pay from work for a specified period of time.
- (iii) Terminate the employment of the employee.

37. Work Health and Safety

A. Statement of Intent

The parties to the Award are committed to co-operating positively to:

- (i) promote the safety and welfare of workers and other people in the workplace;
- (ii) eliminate unsafe work practices; and
- (iii) ensure that employers and employees understand and comply with their obligations under the Work Health and Safety Act 2011 (NSW), Work Health and Safety Regulation 2011 (NSW) and associated codes of practice.

B. Specific Provisions

In the case of extreme and unusual weather conditions which could be assessed as hazardous, employers will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.

C. Further Information and Resources

Further information and resources are available from the following organisations:

- (i) Workcover NSW: www.workcover.nsw.gov.au
- (ii) Safe Work Australia: www.safeworkaustralia.gov.au

38. Termination of Employment

- (i)
 - (a) An employee in Operational Band 1 or the Administrative/Technical Trades Band 2 shall give to the employer two (2) weeks notice of their intention to terminate their employment.
 - (b) The notice of intention to terminate for an employee in Professional/Specialist Band 3 or Executive Band 4 of the Award shall be the same as that required of the employer in subclause (iv) of this clause.

If no such notice is provided, the employer shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Award.
- (ii) The employer and an employee may agree to a shorter period of notice for the purpose of this subclause.
- (iii) In cases of serious misconduct, the employer may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (iv) shall not apply.
- (iv) The employer shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

Employee's Period of Continuous Service	Period of Notice
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- (v) The provision of this clause shall be read subject to the provisions of Clause 39, Workplace Change and Redundancy, of this Award.

39. Workplace Change and Redundancy**(i) Employer's Duty to Notify**

- (a) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (b) Where the employer has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, the employer shall notify the employee(s) who may be affected by the proposed changes and the union(s) to which they belong.
 - (1) Where a proposed change in organisation structure is likely to have significant effects on employees and/or result in a reduction in the size of the employer's workforce, the employer shall notify the union(s) whose members may be adversely affected by the proposed change at least twenty-eight (28) days before the change is implemented.
 - (2) Notification of a proposed change may be given either before or after a definite decision is made. The union(s) may, on being notified of the proposed change, respond to the employer in writing within the twenty-eight (28) days, addressed to the general manager. Any such response(s) received by the general manager shall be provided to the decision maker(s) within seven (7) days. Where the decision to implement the change has already been made, the decision maker(s) may, in accordance with subclause (ii)(a) of this clause, reconsider their original decision.
 - (3) Notice to the union(s) of a proposed change in organisation structure under subclause 39(i)(b) shall not form part of any notice of termination under subclause 39(v).
- (c) Nothing in this clause prevents the employer from immediately implementing a change in organisation structure with the consent of the affected employee(s), where the union(s) to which they belong have been provided at least seven (7) days' notice of the proposed change.

(ii) Employer's Duty to Discuss Change

- (a) The employer shall discuss with the employee(s) affected and the union(s) to which they belong, inter alia, the introduction of the changes referred to in sub-clauses (i)(a) and (b) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and/or their union in relation to the changes and may reconsider its original decision.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (i)(a) and (b) of this clause.
- (c) For the purposes of the discussion, the employer shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).
- (d) Competitive tendering - Where employee(s) who are adversely affected by the proposed changes request the employer's assistance to submit an in-house bid and the employer refuses that request, the employer shall provide the reason(s) in writing.

(iii) Discussion Before Termination

- (a) Where the employer has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i)(a) and (b) of this clause and that decision may lead to the termination of employment, the employer shall hold discussions with the employee(s) directly affected and with the union(s) to which they belong.
 - (b) The discussion shall take place as soon as it is practicable after the employer has made a definite decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.
 - (c) The employer shall not unreasonably refuse a request by an employee to work through the notice of termination period in subclause 39(v) to better enable the employee to explore opportunities to mitigate the adverse effects of workplace change. During such notice period, whilst the employee is able to undertake tasks and duties associated with their position, priority shall be given to activities that may enable the employee to find employment. Such activities may include, but not be limited to, training, redeployment opportunities, job interviews, financial advice and recruitment advice.
 - (d) For the purposes of the discussion, the employer shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.
- (iv) Notice to Centrelink
- Where a decision has been made to terminate fifteen (15) or more employees for reasons of an economic, technological, structural or similar nature, or for reasons including such reasons, the employer shall notify Centrelink as soon as possible giving relevant information as provided at section 530 of the Fair Work Act 2009 (Cth).
- (v) Notice of Termination
- (a) Five weeks notice to terminate or pay in lieu thereof shall be given.
 - (b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
 - (1) Three (3) months notice of termination or
 - (2) Payment in lieu of the notice in paragraph 1 above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (3) Notice or payment of notice under this paragraph shall be deemed to be service with the employer for the purposes of calculating leave entitlements under this Award.
- (vi) Redundancy
- (a) This subclause shall apply where an employee is terminated due to redundancy except where the employee concerned has been offered, but has refused to accept, an alternative position within the employer's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

- (b) In addition to any required period of notice, and subject to subclause (v) of this Clause, the employee shall be entitled to severance pay as follows:

Completed Years of Service With the Employer	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- (vii) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the employer's employment until the expiry of the notice period.
- (viii) During a period of notice of termination given by the employer, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the employer the employee shall provide proof of attendance at an interview.
- (ix) A redundant employee shall be entitled to the payment of a job search allowance of up to \$2,500 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with the employer or until the employee secures alternative employment, whichever is the sooner.
- (x) If the employee agrees to be redeployed by the employer into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and severance pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and severance pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (xi) The employer shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (xii) The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Human Services.
- (xiii) In the event that the employer determines that a position is redundant, the employer where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xiv) Nothing in this Award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the employers bound by this Award.
- (xv) Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, the employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (vi) above if the employer obtains acceptable alternative employment for an employee.

- (xvi) Nothing in this clause shall restrict an employee with ten years' service or more and the employer from agreeing to further severance payments.
- (xvii) Nothing in this clause restricts the elected council from exercising its right under the Local Government Act 1993 to determine and/or re-determine its organisation structure from time to time, and to implement such determinations.

40. Council Agreements

- (i) The parties agree to review operations at the council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of the employer and its employees.
- (ii) The terms of any agreement reached between the parties shall substitute for the provisions of the Award provided that:
 - (a) the extent of the agreement shall be limited to the Award's Clause 9, Performance Evaluation and Reward; Clause 11, Payment of Employees; Clause 15, subclauses (xi) and (xii), Travelling and Camping Allowances; Clause 18, Hours of Work; Clause 19, Overtime; Clause 20, Holidays; Clause 25, Part time Employment; and Clause 27, Job Share Employment.
 - (b) the agreement does not provide less than the entry level rates of pay;
 - (c) the agreement is consistent with the Industrial Relations Act 1996 (NSW) and current wage fixing principles; and
 - (d) the agreement shall be processed in accordance with subclause (iii) of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph (a) above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.
- (iii) A council agreement shall be processed as follows:
 - (a) the unions shall be notified prior to the commencement of negotiations;
 - (b) the agreement has been genuinely arrived at by negotiation without compulsion;
 - (c) the agreement shall be committed to writing and shall include a date of operation and a date of expiration;
 - (d) the employer and the appropriate union(s) shall sign the agreement and a copy sent to the Association;
 - (e) Any party to a council agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.
- (iii)
 - (a) Section 44 of the Industrial Relations Act 1996 (NSW) relating to the termination of enterprise agreements shall apply to the termination of council agreements made in accordance with this clause, and a council agreement may be terminated in the same manner as an enterprise agreement.
 - (b) Where a council agreement is terminated at or after the end of its nominal term by the giving of written notice to each other party to the agreement, at least three (3) months' notice shall be given. The notice may be served before the end of the nominal term.

- (c) Termination of a council agreement is not effective until all of the parties to the agreement have been given written notice of the approval to terminate or of service of the notice of intention to terminate.

41. Savings and Transitional

- (i) The employer must ensure that employees engaged on incremental scales on or before 8 June 1992, continue to be paid in accordance with the incremental scales as adjusted. This subclause does not apply in the following circumstances:
 - (a) if the employer has an operative training plan which is sufficient to allow progression at least equal to that under the previous incremental scales;
 - (b) if an employee chooses not to undertake training consistent with the employer's training plan; and
 - (c) if the incremental scale provides a rate of pay less than the Award entry level rate of pay.
- (ii)
 - (a) No employee shall receive a reduction in pay as a result of the implementation of this Award or transfer to a salary system.
 - (b) Unless otherwise agreed, employees, including seasonal workers, who are in regular receipt of penalty rates and/or shift penalties, aggregate rates of pay or other arrangements that compensate for hours of work shall either continue to receive such benefits or the payments prescribed by clause 18, whichever is the higher.
 - (c) The provisions in subclause (ii)(b) shall apply where council and enterprise agreements are terminated.
 - (d) The provisions in subclause (ii)(b) shall apply in addition to the Award increases prescribed by clause 43.
- (iii) Where employees, employed in areas where the employer's office is situated upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), thence by straight lines passing through the following towns or localities in the order stated, viz: Conargo, Argoon, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Narrabri, Moree, Warialda, Ashford and Bonshaw; at the time of making this Award had an entitlement to receive one week's leave of absence with pay in addition to the annual leave provided at subclause 21D(i) of this Award, the employee shall retain this entitlement whilst still employed by the employer at which they were working at the time of the making this Award.
- (iv)
 - (a) **West of the Line Allowance**

Where employees of the undermentioned council areas and those employers situated to the west thereof at the time of making this Award were paid at the rate per week as set out in Table 2 of Part B in addition to their rate of pay, those employees shall retain this entitlement whilst they continue to be employed by the employer at which they were working, at the time of the making of this Award; Moree Plains, Walgett, Narrabri, Coonamble, Warren, Lachlan, Carrathool, Leeton, Murrumbidgee, Windouran, Murray and Griffith.
 - (b) **Climatic Allowance**

Where employees working within the area bounded by the Shires of Snowy River, Tumut and Tumbarumba at the time of the making of this Award, were paid per week as set out in Table 2 of

Part B or part thereof, those employees shall retain this entitlement whilst still employed by the employer at which they were working, at the time of the making of this Award.

- (c) In addition to what is provided in paragraphs (a) and (b) of this subclause, the allowances shall be paid to those employees during periods of absence on paid sick leave, public holidays and annual leave, but not otherwise.
- (v) Where an employee prior to 11 May 1995, had an entitlement to transfer accumulated sick leave from one employer to another employer in New South Wales, under the Local Government Senior Officers' Award the employee shall retain this entitlement.
- (vi) The implementation of this Award shall not result in the removal of any existing arrangement for an additional payment made by the employer for the payment of wages, excepting when such payment relates to FID.
- (vii) Where an on call employee has been paid a minimum payment for a public holiday on a regular basis, such arrangements shall continue, unless otherwise agreed.
- (viii) Where a casual employee engaged in a position on a regular and systematic basis has been paid casual loading on overtime prior to 1 November 2007, such arrangements shall continue while such employee is engaged in that position, unless otherwise agreed.

42. Leave Reserved

- (i) Leave is reserved for the parties to the Award to apply to vary tool allowances as set out in Clause 15(vi)(a) and compensation of tools as set out in Clause 15(vi)(d) of this Award in line with the Crown Employees (Skilled Trades) Award.
- (ii) Following any adjustment to the federal Local Government Industry Award 2010, leave is reserved for the parties to apply to amend the vehicle allowances as set out in clause 15(x) and clause 15(xi)(j) of this Award to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0).
- (iii) Following any adjustment to the federal Local Government Industry Award 2010, leave is reserved for the parties to apply to amend the meal allowance set out in clause 15(xiv) to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, take away and fast foods sub-group (Cat No 6401.0).
- (iv) Leave is reserved for the parties to the Award to apply to vary the traineeship wage rates in Clause 30E(xvi) in accordance with the pay scales derived from the federal Local Government Industry Award 2010.
- (v) Leave is reserved for the parties to the Award to apply to vary Clause 30, Junior and Trainee Employment, to reflect industry training needs.
- (vi) Leave is reserved for the parties to apply to vary the Award consistent with the principles of the Industrial Relations Commission of New South Wales in relation to the accreditation of employees by the Building Professionals Board.
- (vii) Leave is reserved for the parties to apply to vary the Award to reflect legislative changes that relate to parental leave.
- (viii) Leave is reserved for the parties to apply to vary Clause 16C, variations to leaseback fees, to reflect future changes to fringe benefits tax.

- (ix) Subject to the necessary legislative changes occurring, which the parties undertake to pursue, leave is reserved for the parties to apply to vary Clause 21D, Annual Leave, to provide that employees may, with the consent of the employer, take annual leave at either full, half or double pay.

43. Area, Incidence and Duration

- (i) This Award shall apply to all employers and employees:
- (a) in local government in New South Wales; and
 - (b) in the local government industry in New South Wales as defined in this clause.
- (ii) In this Award "local government industry in New South Wales" means all activities undertaken by local government entities, including activities undertaken by corporations controlled by one or more local government entities. For the purposes of this subclause a corporation is controlled by one or more local government entities if one or more local government entities have the capacity to determine the outcomes of decisions about the corporation's financial and operating policies.
- (iii) The Award does not cover those employers and employees:
- (a) whose positions are determined pursuant to section 332 of the Local Government Act 1993 (NSW) to be senior staff positions;
 - (b) covered by the Local Government (Electricians) State Award;
 - (c) covered by the Nursing Home &c Nurses (State) Award;
 - (d) covered by the Charitable Sector Aged and Disability Care Services (State) Award 2003;
 - (e) covered by the Charitable, Aged and Disability Care Services (State) Award; and
 - (f) covered by the Miscellaneous Workers Home Care Industry (State) Award;
 - (g) employed by The City of Sydney;
 - (h) employed by Wollongong City Council;
 - (i) employed by Broken Hill City Council (that being the County of Yancowinna);
 - (j) employed by Newcastle City Council and covered by the Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award;
 - (k) employed by the Moree Artesian Aquatic Centre and principally engaged in the duties of the MAAC Ltd Wellness Centre within the premises known as the MAAC Ltd; and
 - (l) employed by Newcastle Airport Pty Limited.
- (iv) This Award shall rescind and replace the Local Government (State) Award 2010 published the thirty first day of December, 2010 (370 IG 648) and all variations thereof.
- (v) This Award shall operate from the commencement of the first pay period on or after the 1 July 2014 and shall remain in force for a period of three years.
- (vi) The Award in column (a) of Table 1 of Part B provides for a 2.6% increase in rates of pay with a minimum payment of \$20.40 per week to operate from the first full pay period to commence on or after 1 July 2014.

- (vii) The Award in column (b) of Table 1 of Part B provides for a 2.7% increase in rates of pay with a minimum payment of \$21.80 per week to operate from the first full pay period to commence on or after 1 July 2015.
- (viii) The Award in column (c) of Table 1 of Part B provides for a 2.8% increase in rates of pay with a minimum payment of \$23.20 per week to operate from the first full pay period to commence on or after 1 July 2016.
- (ix) The increases in rates of pay provided by this Award shall apply to the rates of pay in employer's salary system.
- (x) The increases granted by this Award may be absorbed into enterprise increases granted since 29 May 1991 exceeding any award increases since that date, that is an \$8 safety net adjustment and increases of 6%, 2.5%, 2.5%, 3.5%, 3.25%, 3.25%, 2.7%, 3.3%, 3.25%, 3.25%, 4.0%, 3.5%, 3%, 3.2%, 3.2%, 3.2%, 2.6%, 2.15%, 3.25% and 3.25% provided that the following increases shall not be absorbed:
- (a) placement or progression within the employer's salary system;
 - (b) increases in hours of work; and
 - (c) incorporation of penalty rates and shift or other allowances into the employee's rate of pay.
- (xi) In agreeing to increases in rates of pay for the term of this Award, the parties recognise that employers and employees have and shall continue to engage in enterprise bargaining.

PART B

MONETARY RATES - TABLE 1

Clause 6- Rates of Pay

Band/Level	(a) Rate Per Week \$	(b) Rate Per Week \$	(c) Rate Per Week \$
	First Pay Period 01/07/14	First Pay Period 01/07/15	First Pay Period 01/07/16
Operational Band 1			
Level 1 (Juniors and Trainees)			
T1 at 15 years of age	360.90	370.60	381.00
T2 at 16 years of age or School Certificate	450.30	462.50	475.50
T3 at 17 years of age	530.00	544.30	559.50
T4 at 18 years of age or over or HSC	619.50	636.20	654.00
T5	709.50	728.70	749.10
T6	766.00	786.70	808.70
T7	803.70	825.40	848.50
T8	842.40	865.10	889.30
T9	881.20	905.00	930.30
T10	921.20	946.10	972.60
Level 2	748.70	770.50	793.70
Level 3	804.60	826.40	849.60
Level 4	891.00	915.10	940.70

Administrative/Technical/Trades Band 2			
Level 1	881.20	905.00	930.30
Level 2	1,010.40	1,037.70	1,066.80
Level 3	1,209.30	1,242.00	1,276.80
Professional/Specialist Band 3			
Level 1	1,010.40	1,037.70	1,066.80
Level 2	1,209.30	1,242.00	1,276.80
Level 3	1,408.30	1,446.30	1,486.80
Level 4	1,707.30	1,753.40	1,802.50
Executive Band 4			
Level 1	1,607.40	1,650.80	1,697.00
Level 2	2,005.70	2,059.90	2,117.60
Level 3	2,503.20	2,570.80	2,642.80
Level 4	3,000.50	3,081.50	3,167.80

Note: T stands for Trainee

Clause 30E (xvi) - Traineeship Wage Rates

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	287.90	317.10	377.80
Plus 1 year out of school	317.10	377.80	439.60
Plus 2 years	377.80	439.60	511.60
Plus 3 years	439.60	511.60	585.80
Plus 4 years	511.60	585.80	
Plus 5 years or more	585.80		

Monetary Rates - Table 2 Allowances

	First Pay Period	First Pay Period	First Pay Period
	01/07/14 \$	01/07/15 \$	03/09/16 \$
Clause 15(i) Level 1 Adverse Working Conditions Allowance	0.37p.h. or 14.20p.w.	0.38p.h. or 14.60p.w.	0.39p.h. or 15.00p.w.
Clause 15(ii) Level 2 Adverse Working Conditions Allowance	0.99p.h. or 37.70p.w.	1.02p.h. or 38.70p.w.	1.05p.h. or 39.80p.w.
Clause 15(iii) Sewer Chokes	8.12p.d.	8.33p.d.	8.57p.d.
Clause 15(vi)(a) Tool Allowances			
Bricklayer	20.00p.w.	20.00p.w.	20.00p.w.
Carpenter & Plumber	28.10p.w.	28.10p.w.	28.10p.w.
Metal & Mechanical Trades	28.10p.w.	28.10p.w.	28.10p.w.
Painter & Signwriter	6.80p.w.	6.80p.w.	6.80p.w.
Plasterer	28.10p.w.	28.10p.w.	28.10p.w.
Clause 15 (vi)(d) Insurance Value	1628.00p.a	1628.00p.a	1628.00p.a
Clause 15 (x) Vehicle Allowances (cents per km)			
(a)Under 2.5 litres	0.68p.km.	0.68p.km.	0.68p.km.
2.5 litres and over	0.78p.km.	0.78p.km.	0.78p.km.
(b)Minimum quarterly payment	1889.15	1889.15	1889.15

Clause 15(xi)(f) Travelling Allowances			
3 - 10 km	4.57p.j.	4.69p.j.	4.82p.j.
11 - 20 km	7.22p.j.	7.41p.j.	7.62p.j.
21 - 33 km	10.46p.j.	10.74p.j.	11.04p.j.
34 - 50 km	16.00p.j.	16.43p.j.	16.89p.j.
Each additional 10kms	4.30p.j.	4.42p.j.	4.54p.j.
Clause 15(xi)(j) Vehicle Allowance (cents per km)			
Under 2.5 litres	0.68p.km.	0.68p.km.	0.68p.km.
2.5 litres and over	0.78p.km.	0.78p.km.	0.78p.km.
Clause 15(xii)(a) Camping Allowance	51.30p.n.	52.69p.n.	54.16p.n.
Clause 15 (xiii)(a) Community Language Allowance	20.20p.w.	20.80p.w.	21.30p.w.
Clause 15(xiii)(b) First Aid Allowance	13.60p.w.	14.00p.w.	14.40p.w.
Clause 15(xiv) Meal Allowance	14.35	14.35	14.35
Clause 15(xv) Civil Liability Loading (payable from the first pay period commencing on or after 15 December 2006)	3.5%	3.5%	3.5%
Clause 19C (iii) On Call Allowance on ordinary working days	17.89p.d.	18.38p.d.	18.89p.d.
Clause 19C (iv) On Call Allowance - on other days	35.02p.d.	35.96p.d.	36.97p.d.
Clause 19C (v) On Call Allowance - maximum per week	159.50p.w.	163.80p.w.	168.40p.w.
Clause 41(iv) Savings and Transitional			
(a)West of the Line Allowance	3.90p.w.	3.90p.w.	3.90p.w.
(b)Climatic Allowance	3.90p.w.	3.90p.w.	3.90p.w.

Key:p.h.=per hour
p.a.=per annum
p.d.=per day
p.w.=per week
p.n.=per night
p.km. =per kilometre
p.j. = per journey

SCHEDULE 1

Minimum Standards of Caravan Accommodation to be Provided to Employees Required to Camp Out

Where employees camp out the employer shall provide suitable caravan accommodation for the employees concerned in accordance with the following minimum standards:

- (a) Caravans shall be of such size as to provide adequate space for each employee and no more than two employees should be accommodated in any one caravan.
- (b) The walls and ceilings of the caravan shall be of sound construction and shall be insulated. Fly screen doors and windows shall be fitted and all openings adequately sealed against dust and/or weather conditions. Adequate steps shall be provided at each door.
- (c) The floor is to be covered with vinyl tiles, linoleum or other acceptable standard floor covering.
- (d) Reverse cycle or refrigerated air conditioning or other agreed cooling device and/or heater shall be provided in each caravan and shall be appropriately maintained.
- (e) Two separately located suitable bedding shall be provided together with suitable mattresses.
- (f) A fixed separate table shall be provided with two separate seats and brackets so as to provide for the taking of meals comfortably.
- (g) A wardrobe shall be provided for each employee, ensuring adequate clothes hanging space, fitted with shelf.
- (h) A personal bed locker shall be located at each bed. This shall consist of at least one shelf and door.
- (i) Each camp shall be supplied with an electric generator or other suitable power source that is of the low decibel type and the generator shall be housed in such a manner so as to provide for noise insulation. The generator shall be sufficiently powerful so as to service each appliance that is within or is associated with the use of the van. Generators shall be appropriately maintained.
- (j) Adequate electric lighting shall be installed in the caravan and sufficient external lighting shall be provided so as to allow for safe access to toilet facilities and vehicles.
- (k) Each caravan shall be equipped with a suitable refrigerator; a stovette with two burners and a griller and, where such stovette is an l.p.g. stovette, shall be fitted with safety tap. A sink with basin pump connected to a storage water tank of sufficient capacity shall be provided. The water tank shall have an external tap. An adequate supply of cool drinking water shall be provided.
- (l) A food and utensils storage cabinet suitably equipped with pots, pans and kettle and sufficient bench space shall be provided to allow for the preparation of meals.
- (m) Showering facilities shall be included in the caravan. Each shower cubicle shall be provided with a shower curtain and rod, soap holder, hot and cold water and non-slip floor. Soap and other suitable cleaning agents shall be provided for employees taking showers, such cleaning agents should be of a type that will safely remove an unwanted substance with which the employee has come in contact. Adequate lighting and ventilation shall be provided in the shower area.
- (n) The carrying and storage of fuel and employer stores within the internal frame of the caravan will not be permitted under any circumstances. Employers shall provide for the safe keeping of employees tool kits and personal belongings, including when employees are off the site. Provision shall be made to allow for safe storage of hand tools and other equipment during meal and other breaks.
- (o) Kerosene heating, cooking and/or lighting are not considered to be suitable facilities.
- (p) Suitable cleaning equipment shall be provided together with storage facilities for such equipment.

- (q) Access to and egress from all amenities shall be kept clear at all times.
- (r)
 - (i) Garbage bins, which are vermin/fly proof with secure lids shall be provided together with removable and sealable bin liners.
 - (ii) Adequate toilet facilities shall be provided and positioned to provide privacy and so as to preclude odours reaching meal and/or accommodation facilities.
- (s) Washing facilities shall be provided under cover and an adequate supply of soap and paper towels shall be provided and replaced as needed. A vermin/fly proof garbage bin with removable liner and secure lid shall be provided in the vicinity of the washing facilities and emptied when necessary.
- (t) Caravans shall be regularly inspected for maintenance purposes and a record book kept by employer indicating the age of the vans and maintenance work carried out on the vans.

M. J. WALTON J , *President*

Printed by the authority of the Industrial Registrar.

PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 11 of 2014)

Before Commissioner Tabbaa

6 August 2014

VARIATION

1. Delete the definition of "Employer" appearing in clause 2, Definitions of the award published 16 August 2013 (375 I.G. 584) and insert in lieu the following:

"Employer" means the Secretary, NSW Ministry of Health.

2. Delete paragraph (a) of subclause (xxiii) of clause 10, Special Rates and insert in lieu thereof the following:

- (a) Tradespersons who are employed to work in psychiatric hospitals (i.e., formerly 5th Schedule Hospitals) shall be paid an amount per hour extra as set out at Table 2.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates. Provided further that the allowance shall not be paid for work carried out in such areas as may be agreed upon between the respondent unions and the Secretary, NSW Ministry of Health.

3. For all references in the award to phrases and legislation references that were part of the Public Sector Employment and Management Act 2002, substitute the equivalent revised phrases of the Government Sector Employment Act 2013 and Regulation 2014.

4. Delete paragraph (a) of subclause (ii) of clause 29, Long Service Leave and insert in lieu thereof the following:

- (a) service shall mean continuous service in one or more hospitals/Ambulance Service. Service shall be deemed continuous if it meets the provisions as set out in clauses 3 and 4 of Schedule 2 of the Government Sector Employment Regulation 2014.

5. Delete paragraph (ii) of subclause A of clause 31B, Maternity, Adoption and Parental Leave

- (ii) Portability of Service for Paid Maternity Leave

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

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

6. Delete clause 40, Area Incidence and Duration, and insert in lieu thereof the following:

40. Area, Incidence and Duration

- (i) This Award shall apply to employees (and apprentices where specifically referred to) of the classifications mentioned in clause 2, Definitions who are employed by the Secretary, NSW Ministry of Health. Such employment being within the state of New South Wales, excluding the County of Yancowinna, within the jurisdiction of the Public Hospitals Skilled Trades Industrial Committee.
- (ii) This Award varies the Public Health Service Employees Skilled Trades (State) Award published 21 May 2013 Vol. 375 IG Pg. 584 Publication No.C8065 and all variations thereof.
- (iii) The Award shall take effect on and from 1 January 2014 and remain in force until 31 December 2014.
7. Delete Part B Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1

Weekly Wages

Each date referred to in the table is a reference to the first full pay period to commence on or after that date. (Note: Excepting for Electrical Trades classifications, tool allowances are expense-related allowances).

Description	1/01/2013 per week \$	1/01/2014 (2.27%) per week \$
Fitter/Motor Mechanic		
Level 1	887.9	908.10
Level 2 (Level 1 plus 5%)	932.2	953.40
Level 3 (Level 1 plus 10%)	976.6	998.80
Level 4 (Level 1 plus 15%)	1,021.00	1044.20
Welder 1st Class		
Level 1	887.9	908.10
Level 2 (Level 1 plus 5%)	932.2	953.40
Level 3 (Level 1 plus 10%)	976.6	998.80
Level 4 (Level 1 plus 15%)	1,021.00	1044.20
Mechanic Tradesperson Special Class is paid as Fitter/Motor Mechanic Level 2 plus Tool Allowance from 1/7/97 and thereafter. Welder Special Class is paid as Welder 1st Class plus Additional Wage Rates plus Tool Allowance		
Plumber		
Level 1	896.4	916.70
Level 2 (Level 1 plus 5%)	941.2	962.60
Level 3 (Level 1 plus 10%)	986.1	1008.50
Level 4 (Level 1 plus 15%)	1,030.80	1054.20
Plumbers acting alone on Plumbers/Drainers/Gasfitters licences and combinations are paid as Plumber plus Additional Wage Rates plus Tool Allowance.		
Carpenter		
Level 1	890.2	910.40
Level 2 (Level 1 plus 5%)	934.7	955.90
Level 3 (Level 1 plus 10%)	979.3	1001.50
Level 4 (Level 1 plus 15%)	1,023.80	1047.00
Painter/Spray Painter		
Level 1	890.2	910.40

Level 2 (Level 1 plus 5%)	934.7	955.90
Level 3 (Level 1 plus 10%)	979.3	1001.50
Level 4 (Level 1 plus 15%)	1,023.80	1047.00
Signwriter		
Level 1	909.9	930.60
Level 2 (Level 1 plus 5%)	955.4	977.10
Level 3 (Level 1 plus 10%)	1,000.90	1023.60
Level 4 (Level 1 plus 15%)	1,046.40	1070.20
Plasterer		
Level 1	890.2	910.40
Level 2 (Level 1 plus 5%)	934.7	955.90
Level 3 (Level 1 plus 10%)	979.3	1001.50
Level 4 (Level 1 plus 15%)	1,023.80	1047.00
Bricklayer		
Level 1	890.2	910.40
Level 2 (Level 1 plus 5%)	934.7	955.90
Level 3 (Level 1 plus 10%)	979.3	1001.50
Level 4 (Level 1 plus 15%)	1,023.80	1047.00
Floor/Wall Tiler		
Level 1	890.2	910.40
Level 2 (Level 1 plus 5%)	934.7	955.90
Level 3 (Level 1 plus 10%)	979.3	1001.50
Level 4 (Level 1 plus 15%)	1,023.80	1047.00
Upholsterer		
Level 1	919.84	940.70
Level 2 (Level 1 plus 5%)	965.86	987.80
Level 3 (Level 1 plus 10%)	1,011.78	1034.70
Level 4 (Level 1 plus 15%)	1,057.80	1081.80
Blindmaker		
Level 1	883.1	903.10
Level 2 (Level 1 plus 5%)	927.3	948.40
Level 3 (Level 1 plus 10%)	971.5	993.60
Level 4 (Level 1 plus 15%)	1,015.60	1038.70
Electrical Tradesperson		
Level 1	942.1	963.50
Level 2 (Level 1 plus 5%)	989.2	1011.70
Level 3 (Level 1 plus 10%)	1,036.30	1059.80
Level 4 (Level 1 plus 15%)	1,083.40	1108.00
Electrical Instrument Fitter		
Level 1	986.9	1009.30
Level 2 (Level 1 plus 5%)	1,036.20	1059.70
Level 3 (Level 1 plus 10%)	1,085.60	1110.20
Level 4 (Level 1 plus 15%)	1,134.90	1160.70
Elec Fitter & Ass to Chief Eng.-Syd Hosp/Elec Fitter & Ass to Chief Eng - Other Hosp/Plant Elec/Elec in Charge of Generating Plant are paid as Electrical Tradesperson plus Additional Wage Rate plus Tool Allowance.		
Scientific Instrument Maker		
Level 1	917.4	938.20
Level 2 (Level 1 plus 5%)	963.3	985.20
Level 3 (Level 1 plus 10%)	1,009.10	1032.00
Level 4 (Level 1 plus 15%)	1,055.00	1078.90
Tool Maker		
Level 1	917.4	938.20
Level 2 (Level 1 plus 5%)	963.3	985.20
Level 3 (Level 1 plus 10%)	1,009.10	1032.00
Level 4 (Level 1 plus 15%)	1,055.00	1078.90

Table 2
Additional and Special Rates/Allowances
(Including Tool Allowance for Electrical Trades)

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause	Allowance Type	1/01/2013 \$	1/01/2014 (2.27%) \$
4A(ii)	On-call - Rostered on duty (per 24 hours)	20.84	21.31
4A(iii)	On-call - Rostered off duty (per 24 hours)	41.17	42.10
7(i)	Electricians License		
	Grade A	42.91	43.88
	Grade B	23.4	23.93
7(ii)	Lead Burner	0.88	0.90
7(iii) Plumbers - combination of licenses	Plumbers license	42.59	43.56
	Gasfitters license	42.59	43.56
	Drainers license	34.7	35.49
	Plumbers & gasfitters license	56.23	57.51
	Plumbers & drainers license	56.23	57.51
	Gasfitters & drainers license	56.23	57.51
	Plumbers, gasfitters & drainers license	78.36	80.14
7(iv)	Plumbers/Gasfitters/Drainers Reg. Cert	0.85	0.87
7(v)	Electric Welding	0.65	0.66
7(vi)	Computing Quantities	5.36	5.48
7(vii)	Boiler Attendants Certificate	6.61	6.76
7(viii)	BMC Operator	34.38	35.16
7(ix)	Motor Mechanic	0.67	0.69
	Motor Mechanic per day	2.72	2.78
7(x)	Elec Fitter & Asst to Chief Eng.-Sydney Hospital	60.57	61.94
	Elec Fitter & Asst to Chief Eng.-Other Hosp.	48.32	49.42
	Electrician in Charge of Generating Plant less than 75 kilowatts.	17.8	18.20
	Electrician in charge of Generating Plant 75 Kilowatts or more	61.8	63.20
	Plant Electrician	58.11	59.43
7(xi)	Welder Special Class	11.06	11.31
8	Tool Allowance - Electrical Trades	17.67	18.07
9(i) (b)	Leading Hand Electrician	58.11	59.43
9(ii) Leading Hand - Other than Electricians			
(a)	I/C up to 5 employees	44.29	45.30
(b)	I/C 6 up to 10 employees	57.91	59.22
(c)	I/C over 10 employees	74.2	75.88
10(i)	Cold Place	0.7	0.72
10(ii)	Confined Spaces	0.85	0.87
10(iii)	Dirty Work	0.7	0.72
10(iv)	Height Money	0.7	0.72
10(v)	Hot Places - 46C-54C	0.7	0.72
	Hot Places - more than 54C	0.85	0.87
10(vi)(a)	Insulation Material	0.85	0.87
10(vi)(b)	Asbestos	0.85	0.87
10(vii)	Smoke Boxes etc	0.51	0.52
	Oil fired Boiler	1.74	1.78

10(viii)(a)(1)	Wet Places - other than rain	0.7	0.72
10(viii)(a)(2)	Rain	0.7	0.72
10(viii)(b)	Mud Allowance	5.43	5.55
10(ix)(a)(b)	Acid Furnaces etc.	3.57	3.65
10(x)	Depth Money	0.7	0.72
10(xi) (a) Swing	Scaffolds other than plasterers:		
	First four hours	5.05	5.16
	Thereafter	1.05	1.07
10(xi)(b)	Swing Scaffolds - plasterers	0.16	0.16
10(xii)	Spray Application	0.7	0.72
10(xiii)	Working Secondhand timber	2.69	2.75
10(xiv)	Roof Work	0.7	0.72
10(xv)	Explosive Powered Tools	1.67	1.71
10(xvi)	Morgues	0.8	0.82
10(xvii)(a)	Toxic, Obnox - Epoxy Materials	0.85	0.87
10(xvii)(b)	Toxic, Obnox Sub A/C not operating	0.59	0.60
10(xvii)(d)	Close proximity to above	0.7	0.72
10(xviii)	Psychiatric Patients (PH Ward)	0.59	0.60
10(xix)	Animal House	0.47	0.48
10(xxi)	Asbestos Eradication	2.35	2.40
10(xxiii)(a)	Psychiatric Hospitals	1.37	1.40
10(xxiii)(b)	Geriatric Allowances:		
	Allandale/Garrawarra	0.49	0.50
	Lidcombe (former)	0.45	0.50
11	Thermostatic Mixing Valve	23.34	23.89
12	Chokages	8.13	8.31
13	Fouled Equipment	8.13	8.31
25(i)	Climatic and Isolation Allowance	7.7	7.87
	Climatic and Isolation Allowance	15.49	15.84
	Apprentice Passing Exams:		
	1st Year	1.45	1.48
	2nd year	4.5	4.60
	3rd Year	5.95	6.09

Table 3

Expense Related Allowances

(Including Tool Allowances for all Trades other than Electrical)

Expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award 2011.

The date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause	Allowance Description	1/07/2013 \$
8	Tool Allowance Fitter, Motor Mechanic	29.10
8	Tool Allowance Plumber	29.10
8	Tool Allowance Carpenter	29.10
8	Tool Allowance Painter, Spray Painter, Signwriter	7.10
8	Tool Allowance Welder 1st Class	29.10
8	Tool Allowance Plasterer	29.10
8	Tool Allowance Bricklayer	20.80
8	Tool Allowance Floor/Wall Tiler	20.80

8	Tool Allowance Upholsterer/Blindmaker	8.20
8	Tool Allowance Scientific Instrument/Tool Maker	29.10
5(viii)	Meal Allowance for meal on overtime	24.20
	For each subsequent meal	10.30
14(i)	Employee required to work at a job away from accustomed place of work (per day)	19.70
24(vii)(c)	Laundry Allowance (per week)	0.93
26(ii)	Damage to clothing and tools - insurance to the extent of	1639.10
33	Living away from home allowance:	
	Per week	464.80
	Per day	66.50
24 (viii)	Ambulance Service - Uniform provided up to the value of	366.90

Table 4

Apprentices Wages and Allowances

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Description	1/01/2013 per week \$	1/01/2014 (2.27%) per week \$
Apprentice Plumber		
1st Year	387.3	396.10
2nd Year	514.9	526.60
3rd Year	665	680.10
4th Year	769	786.50
Apprentice Fitter		
1st Year	387.3	396.10
2nd Year	514.9	526.60
3rd Year	665	680.10
4th Year	769	786.50
Apprentice Electrician		
1st Year	387.3	396.10
2nd Year	514.9	526.60
3rd Year	665	680.10
4th Year	769	786.50
Apprentice Carpenter		
1st Year	387.3	396.10
2nd Year	514.9	526.60
3rd Year	665	680.10
4th Year	769	786.50
Apprentice Painter		
1st Year	387.3	396.10
2nd Year	514.9	526.60
3rd Year	665	680.10
4th Year	769	786.50
Apprentice Bricklayer		
1st Year	387.3	396.10
2nd Year	514.9	526.60
3rd Year	665	680.10
4th Year	769	786.50

Tool Allowances for Apprentices are the same as those of the corresponding Tradesperson at Table 1, except for Apprentice Electricians, who will be paid the Tool Allowance for Electrical Trades at Table 2. Other Allowances at Table 2, which are relevant to Apprentices (disability allowances etc.), will also apply. This includes the Allowances for Apprentices passing exams.

8. This variation shall take effect from the first pay period to commence on or after 1 January 2014.

I. TABBAA, Commissioner

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PUBLIC HOSPITAL (TRAINING WAGE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(No. IRC 579 of 2014)

Before Commissioner Newall

13 August 2014

VARIATION

1. Delete Part B, Monetary Rates of the award published 5 April 2013, (375 IG 426), and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Industry/Skill Level A:**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level A.

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

	Highest Year of Schooling Completed					
	Year 10		Year 11		Year 12	
	16/12/13 2.27% \$	1/07/14 2.27% \$	16/12/13 2.27% \$	1/07/14 2.27% \$	16/12/13 2.27% \$	1/07/14 2.27% \$
School Leaver	220.00(50%) 259.00(33%)	225.00(50%) 265.00(33%)	278.00(33%) 312.00(25%)	284.00(33%) 319.00(25%)	- 375.00	- 384.00
Plus 1 year out of school	312.00	319.00	375.00	384.00	437.00	447.00
Plus 2 years	375.00	384.00	437.00	447.00	507.00	519.00
Plus 3 years	437.00	447.00	507.00	519.00	581.00	594.00
Plus 4 years	507.00	519.00	581.00	594.00	581.00	594.00
Plus 5 years or more	581.00	594.00	581.00	594.00	581.00	594.00

The figures in brackets indicate the average proportion of time spent in Structured Training to which the associated wage rate is applicable. Where not specifically indicated the average portion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 2 - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level B

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

	Highest Year of Schooling Completed					
	Year 10		Year 11		Year 12	
	16/12/13 2.27% \$	1/07/14 2.27% \$	16/12/13 2.27% \$	1/07/14 2.27% \$	16/12/13 2.27% \$	1/07/14 2.27% \$
School Leaver	220.00(50%) 259.00(33%)	225.00(50%) 265.00(33%)	278.00(33%) 312.00(25%)	284.00(33%) 319.00(25%)	- 363.00	- 371.00
Plus 1 year out of school	312.00	319.00	363.00	371.00	418.00	427.00
Plus 2 years	363.00	371.00	418.00	427.00	491.00	502.00
Plus 3 years	418.00	427.00	491.00	502.00	559.00	572.00
Plus 4 years	491.00	502.00	559.00	572.00	559.00	572.00
Plus 5 years or more	559.00	572.00	559.00	572.00	559.00	572.00

The figures in brackets indicate the average proportion of time spent in Structured Training to which the associated wage rate is applicable. Where not specifically indicated the average portion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 3 - School Based Trainees

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

	Year of Schooling			
	Year 11		Year 12	
	16/12/13 2.27% \$	1/07/14 2.27% \$	16/12/13 2.27% \$	1/07/14 2.27% \$
School based Traineeships Skill Levels A and B	284.00	290.00	312.00	319.00

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2014.

P. J. NEWALL, Commissioner

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ROADS AND MARITIME SERVICES (WAGES STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 322 of 2014)

Before The Honourable Justice Walton, President
 Commissioner Tabbaa
 Commissioner Newall

24 June 2014

VARIATION

1. Delete paragraph (a) of subclause 22.1 of clause 21, Payment of Wages of the award published 28 February 2014 (375 I.G. 1210), as varied, and insert in lieu the following:
 - (a) 2.27 % from the first full pay period to commence on or after 1 July 2014.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay, Non Trades (not applicable to Broken Hill Workshop Employees)**

Pay Point	Positions	Weekly Rates effective from the first pay period on or after 1 July 2014 and inclusive of 2.27% increase \$
1	Roadworker Grade 1 Sydney Harbour Bridge Worker Grade 1	976.30
2	Roadworker Grade 2 Sydney Harbour Bridge Worker Grade 2	1,002.50
3	Roadworker Grade 3 Linemarker Grade 1 Building Attendant Sydney Harbour Bridge Worker Grade 3	1,028.80
4	Bridge Worker Grade 4 Technician's Assistant Grade 1 Works Assistant Grade 1 Road Worker Grade 4 Plant Operator Grade 1 Roller Operator Tow Truck Attendant Linemarker Grade 2 Storeperson Grade 1 Sydney Harbour Bridge Worker Grade 4 Traffic Emergency Patroller	1,055.10
5	Bridge Worker Grade 5 Technician's Assistant Grade 2 Road Worker Grade 5 Plant Operator Grade 2	1,081.70

	Truck Driver (MR General) Truck Driver (Stores) Linemarkers Grade 3 Storeperson Grade 2 Rigger Grade 1	
6	Technician's Assistant Grade 3 Works Assistant Grade 2 Bituminous Spray Operator Plant Operator Grade 3 Truck Driver (MR Gang Truck) Truck Driver (HR Truck - General) Water Cart Operator Snowplough Operator Rigger Grade 2	1,107.90
7	Works Assistant Grade 3 Truck Driver (HR Gang Truck) Truck Driver (Semi Trailer) Rigger Grade 3	1,134.60
8	Rigger Grade 4 Bitumen Spray Driver Finishing Grader Operator Truck Driver (Tow Truck)	1,160.80
9	Truck Driver (Road Train) Team Leader (Rigger) Team Leader Grade 1 Team Leader (Stores) Traffic Emergency Patroller (Team Leader)	1,187.30
10		1,213.50
11		1,239.80
12	Team Leader Grade 2 Team Leader (Tow Trucks)	1,266.30

Table 2 - Rates of Pay, Trades (not applicable to Broken Hill Workshop Employees)

Pay Point	Positions	Weekly Rates effective first pay period on or after 1 July 2014 and inclusive of 2.27% increase \$
1	Painter Grade 1 Traffic Facilities Painter Grade 1	1,062.90
2	Plasterer Grade 1	1,080.60
3	Mechanical Trades Grade 1 Fitter Grade 1	1,086.10
4	Painter Grade 2	1,089.20
5	Signwriter Grade 1	1,094.50
6	Metal Fabricator Grade 1 Plumber Grade 1	1,097.10
7	Shipwright Grade 1	1,106.60
8	Painter Grade 3 Traffic Facilities Painter Grade 2	1,116.00
9	Bridge Maintenance Welder Grade 1 Construction Carpenter Grade 1	1,117.20
10	Electrician Grade 1	1,140.80
11	Painter Grade 4 Traffic facilities Painter Grade 3	1,142.40

12	Mechanical Trades Grade 2 Fitter Grade 2	1,144.50
13	Signwriter Grade 2	1,149.10
14	Metal Fabricator Grade 2 Plumber Grade 2	1,152.00
15	Bridge Maintenance Welder Grade 2 Construction Carpenter Grade 2	1,173.10
16	Signwriter Grade 3	1,176.50
17	Electrician Grade 2	1,197.90
18	Construction Carpenter Grade 3	1,200.90
19	Mechanical Trades Grade 3 Fitter Grade 3	1,202.00
20	Plumber Grade 3	1,206.90
21		1,239.80
22	Electrician Grade 3	1,254.60
23		1,259.10
24	Plumber (Team Leader) Mechanical Trades Team Leader Fitter (Team Leader) Painter (Team Leader) Bridge Maintenance Welder (Team Leader) Metal Fabricator (Team Leader) Construction Carpenter (Team Leader) Shipwright (Team Leader) Signwriter (Team Leader) Traffic Facilities Painter (Team Leader)	1,266.30
25	Electrician (Team Leader)	1,311.60

Table 3 - Rates of Pay, Broken Hill Workshop Employees Only

Positions	Weekly Rates effective first pay period on or after 1 July 2014 and inclusive of 2.27% increase \$
Tradesperson	
Plant Mechanic	1,172.50
Boilermaker	1,172.50
Carpenter	1,172.50
Painter	1,172.50
Electrical Fitter	1,193.50
Plant Operator	
Mobile Crane Operator	1,054.80
General	
Storeman	1,036.20
Cleaner	1,040.90
Labour(Fitter/Plant Mechanic)	1,016.90
General Labour	1,008.90
Labourer(Testing Laboratory)	1,008.90
Labourer Junior Male(19/21 years)	905.90
Labourer Hammer & Drill	1,029.30
Labourer (Proline Borer or Benkleman Beam)	1,047.10
Apprentice - School Certificate	
Year 1	622.20
Year 2	751.10
Year 3	879.90
Year 4	1,008.90

Apprentice -Higher School Certificate Level	
Year 1	751.10
Year 2	879.90
Year 3	1,008.90
Year 4	1,137.50

Table 4 - Rates of Pay, Apprentices (not applicable to Broken Hill Workshop Employees)

Pay Point	Positions	Weekly Rates effective first pay period on or after 1 July 2014 and inclusive of 2.27% increase \$
1	Apprentice 1st Year Painter/Decorator Signwriter	475.90
2	Apprentice 1st Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	484.10
3	Apprentice 1st Year Bricklayer	490.40
4	Apprentice 1st Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder	499.30
5	Apprentice 1st Year Carpenter/Joiner Shipwright	519.90
6	Apprentice 1st Year Bridge & Wharf Carpenter	530.60
7	Apprentice 2nd Year Painter/Decorator Signwriter	616.70
8	Apprentice 2nd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	624.90
9	Apprentice 2nd Year Bricklayer	631.00
10	Apprentice 2nd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	639.90
11	Apprentice 2nd Year Carpenter/Joiner Shipwright	660.90

12	Apprentice 2nd Year Bridge & Wharf Carpenter	671.50
13	Apprentice 3rd Year Painter/Decorator Signwriter	782.80
14	Apprentice 3rd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	791.10
15	Apprentice 3rd Year Bricklayer	796.90
16	Apprentice 3rd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	806.10
17	Apprentice 3rd Year Carpenter/Joiner Shipwright	826.40
18	Apprentice 3rd Year Bridge & Wharf Carpenter	837.00
19	Apprentice 4th Year Painter/Decorator Signwriter	897.80
20	Apprentice 4th Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	906.20
21	Apprentice 4th Year Bricklayer	912.20
22	Apprentice 4th Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	921.60
23	Apprentice 4th Year Carpenter/Joiner Shipwright	942.10
24	Apprentice 4th Year Bridge & Wharf Carpenter	952.10

Table 5 - Other Rates and Allowances (not applicable for Broken Hill Workshop Employees)

Clause	Description	Weekly Rates effective first full pay period on or after 1 July 2013 and inclusive of 2.27% increase \$
Other Rates		
23.10	Sydney Harbour Bridge Maintenance Staff Sydney Harbour Bridge Allowance	194.10
Allowances		
23.5	Lead Paint Removal Allowance (per hour)	2.30
23.6	Asbestos Materials Tradespersons	0.94
23.7	Asbestos Eradication Tradespersons	2.55
23.3	Asphalt Plant Repairs Tradespersons	0.94
23.8	Long/Wide Loads Allowance Transport Workers 2.90m wide or 18.29m long or 4.30m high minimum payment 3.36m wide or 21.34m long or 4.58m high minimum payment	2.4056 9.62 4.5000 18.00
19.13 & 19.14	Meal Allowance	
(a)	First meal	13.70
(b)	Subsequent meal	12.00
26.2	Fares	
(b)	per week	12.00
	per day	2.40
26.3	Travelling Allowance 3 but not more than 10 kms More than 10 but not more than 20km More than 20 km but not more than 30km More than 30km but not more than 40km More than 40km but not more than 50km More than 50km but not more than 60km More than 60km but not more than 70km More than 70km but not more than 80km More than 80kms but more than 90km More than 90km but not more than 100km	4.20 8.30 12.40 16.50 20.70 24.80 29.00 33.00 37.20 41.30
28	Distant Work Board & Lodging Broken parts of week where camp not provided Breakfast Lunch Dinner Incidentals Private Vehicle over 2700cc Private Vehicle 1600cc - 2700cc Private Vehicle under 1600cc	747.10 106.70 21.80 24.90 42.90 8.00 0.300 0.296 0.252
Other Conditions		
23.4	First Aid Allowance	3.39
30.1(c)	Insuring Tools Reimbursement for Loss	1,691.34

3. This variation shall take effect from the first full pay period to commence on or after 1 July 2014.

M. J. WALTON J , *President*
I. TABBAA, Commissioner
P.J. NEWALL, Commissioner

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ROADS AND MARITIME SERVICES CONSOLIDATED SALARIED AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Maritime Services Division of the Government of New South Wales.

(No. IRC 413 of 2013)

Before The Honourable Justice Staff

13 June 2014

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PART A – CORE CONDITIONS

SECTION 1 – APPLICATION, OPERATION AND GENERAL PROVISIONS

1. Definitions

Accrued Day Off (ADO) means a day, not being a holiday, that an Employee has off duty arising from working additional hours over a roster cycle to accrue a day off.

BSO - means a Boating Safety Officer, Senior Boating Safety Officer or Riverkeeper of the Maritime Division employed as a member of the Transport Service in the RMS Group. (Suggested wording provided by RMS).

Cadet means a person completing a four year engineering degree course, or equivalent, at a recognised Australian University.

Call-out/Call-back means a call or direction to return to work to attend to an emergency or breakdown.

Casual means a person who is employed and paid by the hour with no guaranteed hours of work and whose employment terminates at the end of each engagement, as specified by subclause 12.5.

Chief Executive means the Chief Executive of Roads and Maritime Services.

(Note: a reference to any action taken by the Chief Executive or the Employer under this Award is, where appropriate, taken to mean a reference to action taken by a delegate of the Chief Executive).

Continuous shift work means a pattern of work designed to cover the business operations with consecutive shifts of Employees throughout 24 hours per day, for a period of at least six consecutive days without interruption, except during breakdowns, meal breaks or owing to unavoidable causes beyond RMS' control.

Crib break or a paid meal break means a break which is treated as time worked, where Employees remain available to carry out duties.

Day Worker means an Employee whose ordinary hours of work as specified in subclause 21.2 are between 0600 to 1800.

Dispute Settlement Procedure (DSP) means the procedure outlined in clause 5.

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

Employee means a person employed as a member of the Transport Service in the RMS Group and covered by this Award.

Employee's Representative means a person of the Employee's choice, who may be a union official, appointed by the Employee to represent them, concerning matters at work.

Employer means the Secretary of the Department of Transport as head of the Transport Service.

ESO means an Environmental Service Officer.

Experienced Professional Engineer means a Professional Engineer (as defined) who:

- (a) is a Member of Engineers Australia (MIEAust); or
- (b) has at least four years continuous experience in professional engineering duties since becoming a Professional Engineer.

Extended Leave means long service leave as provided by clause 31.

FACSL means Family and Community Service Leave as provided by clause 28.

Family Member means:

- (a) a spouse of the Employee;
- (b) a de facto spouse, who, in relation to a person is a person of the opposite or same sex to the Employee who lives with the Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee.
- (c) a child or adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the Employee or of the spouse or de facto spouse of the Employee.
- (d) a relative of the Employee who is a member of the same household, where for the purposes of this definition:

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

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

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

Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member) or, attending to unplanned or unforeseen family responsibilities (such as attending a child's school for an emergency reason or emergency cancellations by child care providers).

Field Work means work which is not incidental to the Employee's current role and is undertaken away from the Employee's permanent RMS office or normal work location.

Flexitime means a flexible system of arranging working hours that includes the ability for Employees to accrue and take flex leave in accordance with this Award and RMS Hours of Work including Flexible Working Hours Policy/Procedure as amended from time to time.

Full-Time Employee means a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in subclause 21.2.

General Provisions means those provisions referred to in Part A, Core Conditions of this Award.

Graduate Engineer means a Professional Engineer who is participating in the RMS Graduate Recruitment and Development Program (or equivalent).

Headquarters means the centre to which an Employee's position is attached for administrative purposes.

Hourly Rate means the rate payable for one hour worked calculated by dividing the weekly rate by 35 or 38 depending upon the hours applicable to each classification.

Hours of Work means the Ordinary Hours Employees are required to work.

IRC means Industrial Relations Commission of New South Wales.

Letter of appointment means the letter sent to Employees offering them employment in RMS.

Leave Year means, for the calculation of annual leave loading, the year commencing on 1 December each year and ending on 30 November of the following year.

Local Holiday means a holiday which is declared as an additional public holiday for a specified part of the State under the Public Holidays Act. It does not include Local Event Days unless such days have been gazetted as a public holiday for the local area.

LWOP means Leave Without Pay.

Major Transport Disruption means a major transport incident such as a derailment or a motor vehicle accident resulting in significant delays to the travelling public.

Maritime Employees means those Employees employed in the Maritime classifications in Schedule A Part 3 of this Award.

MESO means Maritime Environmental Services Officer

Official Business Rate means the rate Employees are paid for using a private vehicle on official RMS business when:

no RMS vehicle is available; or

no hire car is available; or

no public or other transport is available; or

Employees are unable to use public or other transport because of a disability; or

Employees are requested to use the vehicle and agree to do so; or

Employees are required to do so as specified by subclause 20.5.10 (Transfer of Dependents), or when the Employer approves use of a private vehicle when other forms of transport are available for travel to a temporary work location.

On Call means a direction to be available outside ordinary hours to provide a response to an emergency/breakdown.

Ordinary rate of pay means the base rate Employees are paid on an hourly basis, according to their hours of work and their annual salary.

Overtime means time which Employees work outside their ordinary hours as per clause 23.

P and MA Act shall mean the Ports and Maritime Administration Act 1995.

Part-Time Employee means a person employed in accordance with subclause 12.4 and who has hours of work that are less than those of full-time Employees.

Permanent residence means where an Employee lives.

Personal salary means, for Maritime Employees, any salary in excess of the value of the position as determined by the process of job evaluation or, for those Employees who moved from the Award system into the MSB Enterprise Agreement interpolated/alterd rate which resulted from redeployment or transfer at the time of transition.

Professional Engineer means an Employee who holds an undergraduate degree in engineering (4 or 5 year course) from an Australian university or equivalent, as recognised by Engineers Australia. For the purposes of entitlement in this Award, excluding Schedule A, Part 2, Professional Engineer includes Cadet and Graduate Engineer.

Professional Engineering Duties means duties, any portion of which are required to be carried out by Employees who have qualifications as a Professional Engineer.

Regular Annual Aquatic Event means an event that occurs on a regular basis and is included in the annual event calendar, for example New Years Eve and Australia Day.

RMS means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the Government Sector Employment Act 2013 to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the Public Sector Employment and Management Act 2002 was abolished, staff moved to the Transport Service, and that Employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this Award, references to "RMS" refer to the business of the Roads and Maritime Services rather than to the Employer).

RMS Group - means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.

Rostered Day Off (RDO) means the day that an Employee has off duty in accordance with the rostering arrangements in their area of operation.

Salaried Employee means those Employees employed in the Salaried Classifications in Schedule A Part 1 of this Award. Unless specified otherwise, it includes Inspectors Vehicle Regulations.

Saturday means the period between 12 midnight Friday and 12 midnight Saturday.

SEA Officer means an initial or periodic surveyor, examiner or Safety Management System auditor employed in the Commercial Operations Branch of the Maritime Division.

Shift means a turn of duty during which work is performed.

Shift loading means a payment for working shifts other than day shift, as specified in subclause 22.5, to compensate for the inconvenience of hours worked.

Shift work means a pattern of work in which the ordinary hours may be performed outside standard hours, as per subclause 22.2.

Special Extraordinary Aquatic Event means a unique aquatic event that is not regularly included in the annual event calendar and occurs outside of the events currently supported by on-water Employees. For example, Sydney Harbour Fleet Review was deemed to be a Special Extraordinary Aquatic Event.

Specific Provisions means those provisions contained in Part B of this Award and which apply to the relevant specified classifications.

Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.

TA Act means Transport Administration Act 1988.

Temporary Employee means an Employee employed for a specific period of time or project as prescribed in subclause 12.6.

Temporary work location means the place where Employees temporarily perform their ordinary RMS work if required to work away from their headquarters.

Time Credit means the amount of time worked in a settlement period that exceeds the ordinary hours of work, under a flexitime arrangement.

TL ES means Team Leader Environmental Services.

Trainee means an Employee engaged under a recognised traineeship.

Traineeship means a structured training program, lasting up to 24 months that combines practical experience at work and training with a Registered Training Organisation (RTO).

Transport Service means the Transport Service of New South Wales established by the Transport Administration Act 1988.

Union means an organisation of Employees registered under the Industrial Relations Act 1996.

Weekly Rate means the calculation arrived at by dividing the annual salary by 52.17857.

2. Title

This Award shall be known as the Roads and Maritime Services Consolidated Salaried Award 2014.

3. Area, Incidence and Duration

3.1 This Award shall apply to:

- (a) the Employer; and
- (b) Employees employed in the classifications covered by this Award.

3.2 Parties to this Award are:

- (a) the Employer;
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- (c) the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) (APESMA) (also referred to as Professionals Australia);
- (d) the Australian Services Union of NSW (ASU);
- (e) Australian Maritime Officers' Union of New South Wales (AMOU);
- (f) Australian Institute of Marine and Power Engineers New South Wales District (AIMPE); and

- (g) the Seamens' Union of Australia, New South Wales Branch (MUA).

3.3 This Award rescinds and replaces the following industrial instruments:

- (a) Crown Employees (Roads and Maritime Services- Salaried Staff Salaries and Conditions of Employment) Award;
- (b) Crown Employees (Roads and Maritime Services- Salaries Staff) Award;
- (c) Professional Engineers (Roads and Maritime Services - Salaries) Award 2012;
- (d) EA 11/5 - Maritime Authority of New South Wales (trading as NSW Maritime) Enterprise Agreement 2010-2013;
- (e) Maritime Authority of New South Wales Award 2007;
- (f) Agreement No. 8411 of 1990 - The Roads and Traffic Authority of New South Wales and the Public Service Association of New South Wales (Inspector - Vehicle Regulation); and
- (g) Industrial Agreement for Inspectors Vehicle Regulation 1995 (contained in Personnel Circular 95/5).

3.4 This Award comes into effect on 1 July 2014 and will remain in force until 30 June 2016.

3.5 Any specific provisions contained in Part B of this Award shall take precedence to the extent of any inconsistency over the general provisions contained in Part A of this Award.

4. No Extra Claims

- 4.1 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 by a party to this 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 IRC, by a party to this Award.
- 4.2 The terms of subclause 4.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.
- 4.3 Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 (NSW) are not prohibited by this clause.

5. Dispute Settlement Procedure

- 5.1 A dispute is a complaint or difficulty which affects one or more Employee(s). It may include a change in working conditions that is perceived to have a negative implication on Employees.
- 5.2 This disputes procedure outlined at subclause 5.3 below shall apply to any dispute that arises with respect to the following:
 - (a) matters pertaining to the relationship between the Employer and Employees;
 - (b) matters pertaining to the relationship between the Employer and the union parties to this Award which pertain to the Award; and/or
 - (c) the operation and application of this Award.

5.3 Dispute Settlement Process

Step One

In the first instance, any dispute which is local in nature, and which will not impact on other locations, will be dealt with at the local level by the Employee(s) and/or their union representative raising the matter with the Employee's immediate supervisor. The parties shall make a genuine attempt to resolve the dispute within 48 hours of receipt of the dispute notification.

Step Two

If the dispute remains unresolved following Step 1, the Employee(s) and/or their union representative shall refer the matter to the Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within 48 hours of the completion of Step 1.

Step Three

If the dispute remains unresolved following Steps 1 and 2, the Employee(s) and/or their union representative shall refer the matter to the General Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within 48 hours of the completion of Step 2.

Step Four

If the Dispute cannot be resolved through the procedure outlined in Steps 1-3, or if the Dispute involves matters other than local issues or matters involving the application/ interpretation of this Award, the Employee or their representative may refer the dispute to the Manager, Workplace Relations (or their representative) to attempt to achieve a resolution between the parties within 72 hours of completing Step 3.

Step Five

If following Steps 1 -4 the dispute remains unresolved, any relevant party may refer the matter to the IRC for conciliation in the first instance, and if conciliation does not resolve the Dispute, the matter shall be arbitrated by the IRC. The referral of the dispute to the IRC must take place within 72 hours of completing Step 4.

- 5.5 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the next in sequence to accelerate resolution or for some other reason(s), or to agree to refer the dispute to the IRC for urgent resolution, or for making a submission to the IRC that the status quo should remain.
- 5.6 Whilst this procedure is continuing, no work stoppage or any other form of work limitation shall occur, or any other form of work limitation applied.
- 5.7 The parties acknowledge that where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health and safety of any person, it may not be practical to follow the procedure in this clause in attempting to resolve the dispute; and that an urgent reference to the IRC may be required.

6. Grievance Procedure

- 6.1 A grievance is a personal concern about work or the work environment for which Employees seek hearing or resolution.
- 6.2 A grievance may, for example, relate to:
 - (a) allocation of work or development opportunities,
 - (b) a perceived denial of an entitlement, or
 - (c) suspected discrimination or harassment.

- 6.3 RMS' Grievance Resolution Procedure, as amended by the Employer from time to time, is to be followed when a grievance arises. This Procedure is at Schedule C of this Award.
- 6.4 While the Grievance Resolution Procedure is being followed, normal work is to continue.

7. Consultation and Significant Workplace Change

- 7.1 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees.
- 7.2 Consultation regarding significant workplace change
- (a) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer will meet with the Employees who may be affected by the proposed changes and their representatives.
 - (b) Significant effects include declaring Employees excess; major changes in the composition, operation or size of the Employer's workforce; technological change that impacts on the working arrangements of Employees; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
 - (c) The Employer is committed to consultation on workplace policies and such policies will continue to have effect until such time as RMS amends, replaces or rescinds policy.
 - (d) The Employer will provide information to the affected Employees and their representatives about:
 - (i) the proposed changes;
 - (ii) the effects on the Employee(s) of the proposed changes;
 - (iii) the rationale for the proposed changes.
 - (e) The Employees will be given an opportunity to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
 - (f) The Employer will respond to any feedback provided by Employees and the Employer Representatives.

8. Trade Union Activities

- 8.1 The Employer acknowledges that Union delegates represent and speak on behalf of members in the workplace and that their representation rights in relation to matters that pertain to the employment relationship are integral to the proper operation of the Dispute Settlement Procedure contained at clause 5 of this Award.
- 8.2 The Employer acknowledges the requirements under section 210 of the Industrial Relations Act 1996 in relation to the role of Union delegates.
- 8.3 Accordingly the Employer will allow Union delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
- (a) represent members in bargaining;
 - (b) represent the interests of members to the Employer;

- (c) address new Employees about the benefits of union membership at the time that they enter employment;
 - (d) consult with union members and other Employees for whom the delegate is a representative; and
 - (e) place union information on a union noticeboard in a readily accessible and visible location.
- 8.4 Union delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with management or disciplinary or grievance meetings where a union member requires the presence of a union delegate, where operational requirements allow the taking of such time.
- 8.5 Where a workplace meeting is called with management, including meetings under the Dispute Settlement Procedure, Union delegates that attend will be paid by the Employer any travel and/or accommodation costs necessarily and reasonably incurred.
- 8.6 Union delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure. Unless not otherwise possible a Union delegate should not interrupt Employees who are undertaking their work duties.
- 8.7 Special leave with pay will be granted for the following activities undertaken by a Union delegate as specified below:
- (a) annual or biennial conferences of their own Union, Unions NSW or the Australian Council of Trade Unions (ACTU);
 - (b) attendance at meetings called by Unions NSW involving the Unions which requires attendance of a delegate;
 - (c) attendance at their Unions National Executive, State Executive, Divisional Committee of Management (or equivalent), National Council or State Council;
 - (d) giving evidence before an Industrial Tribunal or in another jurisdiction in proceedings as a witness for the Union, briefing counsel, appearing as an advocate on behalf of a Union or assisting Union officials with preparation of cases; and
 - (e) attendance at meetings as a member of a vocational or industry committee.
- 8.8 Employees who are members of a Union will be granted Special Leave with pay up to 12 working days in any period of 2 years to attend training courses endorsed by their Union, Unions NSW or the ACTU, subject to:
- (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (b) all travelling expenses being met by the Employee or the Union;
 - (c) attendance being confirmed in writing by the Union or a nominated training provider.
- 8.9 The Employer must be notified in writing by the Union or, where appropriate, by the Union delegate as soon as the date and/or time of the meeting, conference, training or other accredited activity referred to above is known.
- 8.10 Any payment to an Employee as a result of performing duties or taking leave in accordance with this clause will be paid at ordinary time rates.
- 8.11 If a delegate undertakes duties in accordance with this clause while on leave, RMS will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.

8.12 Union Delegates' access to the Employer's facilities

- (a) The Employer will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of carrying out work as a Union delegate and consulting/meeting with workplace colleagues in accordance with this provision.
- (b) The Employer shall provide a notice board for the display of authorised material in each workplace in a readily accessible and visible location.

8.13 Employees on loan to Unions - Subject to the operational requirements of the workplace, on loan arrangements will apply as follows:

- (a) RMS Employees loaned to a Union party to this Award on a temporary basis may perform work at the Union when it makes application to RMS because:
 - (i) it needs the Employee's services, or
 - (ii) the Employee is a member of the Executive or Council of the Union and is required by the Union to undertake a country tour.
- (b) When proceeding to work at the Union, Employees must complete a leave form in the usual manner which shows the reason for absence as "On loan to the relevant union".
- (c) When performing work for the Union, the following applies:
 - (i) the period of the loan counts for service in respect of all entitlements,
 - (ii) the Employee remains on RMS' payroll,
 - (iii) RMS will seek reimbursement from the Union at regular intervals of all salary and associated on costs, including superannuation. The Union is required to meet such costs as specified by NSW Treasury from time to time,
 - (iv) if the Employee wishes to apply for leave whilst at the Union they should make application for leave to RMS in the usual manner.

9. Work Environment**9.1 Workplace Health and Safety - The parties to this Award are committed to achieving and maintaining accident-free and health workplaces through:**

- (a) the development of policies and guidelines on Workplace Health, Safety and Rehabilitation;
- (b) assisting to achieve the objectives of the Work Health and Safety Act 2011 and the Work Health and Safety consultative arrangements in the workplace; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;
- (c) identifying training strategies for Employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
- (d) developing strategies to assist the rehabilitation of injured Employees.

9.2 The Employer will allow Employees elected as committee members and Health and Safety Representatives (HSR), reasonable time during working hours to attend meetings of the workplace's Workplace Health and Safety Committee and participate in all official activities relating to the functions and responsibilities of a Workplace Health and Safety Committee Member and or HSRs.

- 9.3 Equality of Employment and Elimination of Discrimination - The parties to this Award are committed to providing a work environment which promotes the achievement of equity, access and elimination of discrimination in employment.
- 9.4 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the Anti-Discrimination Act 1977. Management and staff are required to refrain from, or be party to, any form of harassment in the workplace.

10. Anti-Discrimination

- 10.1 It is the intention of the Employer 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 Clause 5 (Dispute Settlement Procedure) of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 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;
 - (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

1. Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.
2. Section 56(d) of the Anti-Discrimination Act 1977 provides:

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

11. Negotiation of Next Award

- 11.1 The parties agree to begin negotiations for the next Award no later than six months prior to the nominal expiry date of this Award.

SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS**12. Forms of Employment**

12.1 RMS will use direct permanent employment as the preferred and predominant staffing option for RMS.

12.2 Basis of Employment

Employees are employed on either a full-time, part-time, casual or temporary employment basis.

12.3 Full-Time

A Full-Time Employee is an Employee employed to work the relevant full-time hours.

12.4 Part-Time

- (a) A Part-Time Employee shall be engaged to work fewer contracted ordinary hours than the ordinary hours of a Full-Time Employee in the same classification. Part-time Professional Engineers must work a minimum of 3 hours per day.
- (b) Part-Time work may be undertaken with the agreement of the Employer. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.
- (c) Part-Time Employees shall be paid at the same hourly rate as a Full-Time Employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award.
- (d) Part-Time Employees receive entitlements on a pro rata basis calculated according to the number of hours an Employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- (e) Subject to any specific provisions, the Employer may request, but not require, a Part-Time Employee to work additional hours or overtime in excess of their contract hours.
- (f) Subject to subclause 12.4(h), Salaried Employees and Professional Engineers who work on a Part-Time basis who work in excess of their usual daily hours may elect to:
 - (i) be paid at the ordinary rate of pay plus a loading of 1/12th for such additional hours in lieu of accrual of annual leave (5/47th loading for Employees entitled to 5 weeks annual leave) up to a maximum which is equal to the daily hours of Full-Time Employees in the relevant classification; or
 - (ii) have the additional hours counted for the accrual of annual and sick leave.
- (g) Subject to subclause 12.4(h), Maritime Employees who are part-time and work additional hours shall, subject to the specific provisions in this Award, be paid at the ordinary rate of pay for such hours and such time shall count for the purposes of annual leave accruals.
- (h) Part-Time Employees who work overtime, that is hours where an equivalent Full-Time Employee is entitled to overtime payments, shall be entitled to the same rate of overtime pay and conditions of overtime as those of their Full-Time equivalent.
- (i) Part-Time Employees may work, with approval of a line manager, under a flexitime arrangement as set out at subclause 21.2. Any work performed within the normal bandwidth is paid at the ordinary rate and any hours worked outside the bandwidth is paid at the applicable overtime rate which is applicable to full time Employees in the relevant classification.

12.5 Casual Employment

- (a) Employees may be employed on a casual basis:
 - (i) to carry out work that is irregular or intermittent, or
 - (ii) to carry out work on a short-term basis, or
 - (iii) to carry out urgent work or to deal with an emergency, and
 - (iv) must possess the qualifications required of a permanent Employee in the same classification.
- (b) Casual Employees are employed on an hourly basis for a minimum of three hours per engagement.
- (c) Casual Employees who work less than three hours per engagement are paid for three hours.
- (d) Casual Employees are paid at the ordinary hourly rate applicable to the first year of the base grade of their classification.
- (e) Casual Employees shall be paid a loading on the appropriate ordinary hourly rate of pay of 17% in recognition of the casual nature of the employment and compensate the Employee for all leave, other than annual leave and extended leave, and all incidences of employment, except overtime and penalty rates.
- (f) Casual Employees shall also receive a 1/12th loading in lieu of annual leave.
- (g) Casual Employees will be entitled to overtime payments when they are required to work hours that would normally attract overtime payments for full-time Employees in accordance with clause 23 Overtime or, for Maritime Employees, clause 56 Overtime. Casual Employees are similarly entitled to attract Shift Work penalty in accordance with clause 22 Shift Work and allowances (except for Transfer Allowances) as set out in clause 20 Allowances.
- (h) The following provisions do not apply to Casual Employees (unless specified otherwise):
 - (i) Clause 13 (Probationary Period);
 - (ii) Clause 15 (Notice of Termination of Employment);
 - (iii) Subclause 20.5 (Transfer Allowances);
 - (iv) Section Five (Leave and Public Holidays);

12.6 Temporary Employment

- (a) A Temporary Employee shall be entitled to the same salary and conditions as permanent Employees in the same classification.
- (b) Temporary Employees are not entitled to redundancy payments.
- (c) Subject to subclause 12.6(d), an engagement of a Temporary Employee may be for a fixed period of not more than 24 months, for a specific project, or for maternity relief of not more than 24 months, on either a full-time or part-time basis.
- (d) Where a Temporary Employee is engaged for a fixed period of more than 24 months the Employee will be made permanent.

12.7 Trainees

Employees who are undergoing a recognised Traineeship shall be paid according to the Crown Employees (Public Service Training Wage) Reviewed Award 2008, as amended from time to time.

13. Probationary Period

- 13.1 Subject to subclauses 13.2 all new Employees, other than Employees who immediately prior to their employment in RMS were employed in the NSW Public Sector, will be subject to a probationary period of 3 calendar months, unless they are employed in a position which, due to the nature of the work or compulsory training, has a probationary period of six months.
- 13.2 Engineering Cadets and Inspectors Vehicle Regulation are subject to a probation period of 12 months.
- 13.4 Prior to the conclusion of the probationary period, the Employer may either:
- (a) confirm appointment;
 - (b) extend the probationary period once up to a maximum of 3 months; or
 - (c) annul the probationary appointment.

14. Secure Employment

14.1 Objective of this Clause

The objective of this clause is for the Employer to take all reasonable steps to provide its Employees with secure employment by maximising the number of permanent positions in the Employer's workforce, in particular by ensuring that Casual Employees have an opportunity to elect to become Full-Time or Part-Time Employees.

14.2 Casual Conversion

- (a) A Casual Employee engaged by the Employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) The Employer of such a Casual Employee shall give the Employee notice in writing of the provisions of this subclause within four weeks of the Employee having attained such period of six months. However, the Employee retains his or her right of election under this subclause if the Employer fails to comply with this notice requirement.
- (c) Any Casual Employee who has a right to elect under subclause 14.2(b), upon receiving notice under subclause 14.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the Employee, the Employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any Casual Employee who does not, within four weeks of receiving written notice from the Employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (e) Once a Casual Employee has elected to become and been converted to a Full-Time Employee or a Part-Time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- (f) If a Casual Employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 14.2(b), the Employer and Employee shall, in accordance with this paragraph, and subject to subclause 14.2(b), discuss and agree upon:
 - (i) whether the Employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996;

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

- (g) Following an agreement being reached pursuant to subclause 14.2(f), the Employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

14.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another Employer for the purpose of such staff performing work or services for that other Employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another Employer to provide a specified service or services or to produce a specific outcome or result for that other Employer which might otherwise have been carried out by that other Employer's own Employees.
- (b) If the Employer engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises the Employer shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (i) consult with Employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
 - (ii) provide Employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such Employees to perform their jobs safely;

- (iii) provide Employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own Employees; and
 - (iv) ensure Employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 14.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.
- 14.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this Award.
- 14.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Agency to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

15. Notice of Termination of Employment

- 15.1 Unless the Employee is terminated by the Employer for serious misconduct, the Employer will not terminate an Employee's employment unless the Employee has been given the period of notice required by this clause.
- 15.2 The required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

- 15.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) week's notice.
- 15.4 The Employer may require the Employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.
- 15.5 Employees may terminate their employment by giving notice in writing in accordance with the table in subclause 15.2 above, or by forfeiting salary in lieu of notice.
- 15.6 Where the Employer has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- 15.7 Upon termination of employment an Employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.
- 15.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an Employee at any time, without notice, for serious misconduct.

16. Abandonment of Employment

- 16.1 If an Employee is absent for a period of 5 consecutive working days without authorisation, the Employer (before terminating) will write to the Employee, via registered post or courier (with delivery confirmation receipt) to the Employee's last known address, advising that the Employer is considering termination unless the Employee provides a satisfactory explanation within 7 calendar days.

- 16.2 If the Employee does not respond to the letter or resume duty within the specified 7 calendar days, a further letter will be sent by registered mail or courier (with delivery confirmation receipt) to the Employee's last known address, advising the Employee that their services have been terminated due to abandonment of employment.
- 16.3 The Employer will make reasonable enquiries to ensure Employees are not suffering physical and/or mental health issues in accordance with the RMS Separation from Employment Procedure.

SECTION 3 - SALARIES, ALLOWANCES AND RELATED MATTERS

17. Classifications and Rates of Pay

- 17.1 Employees, other than Professional Engineers and Maritime Employees, are employed in the classifications set out in Part 1 of Schedule A.
- 17.2 Professional Engineers are employed in the classifications set out in Part 2 of Schedule A.
- 17.3 Maritime Employees are employed in the classifications set out in Part 3 of Schedule A.
- 17.4 Employees, other than Trainees, will be paid in accordance with this clause and the rates of pay set out in Schedule A.
- 17.5 Employees will be paid applicable allowances and expenses in accordance with clause 20 and Schedule B of this Award.
- 17.6 Salary and allowance adjustments provided for in this Award are as follows:
- (a) salaries will increase by 2.27% from the first pay period commencing on or after 1 July 2014;
 - (b) salaries will increase by 2.03% from the first pay period commencing on or after 1 July 2015.
 - (c) allowance items 15, 16 and 19(a) will be increased in accordance with (a) and (b), rounded to the nearest dollar; 19(b) will be increased in accordance with (a) and (b), rounded to the nearest cent.
 - (d) allowance items 1 to 14, 17, 18, 20 and 24 will be increased in accordance with variations made via Department of Premier and Cabinet Circulars and Schedule B amended as required.
 - (e) allowance items 21 and 22 will be adjusted annually on 1 July, in accordance with the CPI (all groups Sydney Index) for the preceding 1 April to 31 March period.
 - (f) allowance item 23 will be adjusted annually on 1 July, as determined by the Employer.

17.7 Increments

- (a) Subject to subclauses (i) to (iii) below, where an Employee, other than a Maritime Employee, has completed 12 months service at a level within a classification, the Employee will progress one level within the Employee's classification.
- (i) Employees are not entitled to progress to an increment if their conduct, work performance or attendance is unsatisfactory or if the Employee is subject to disciplinary proceedings or formal management for unsatisfactory performance or conduct.
 - (ii) Periods of leave without pay in excess of five days in any one year period will not count as service for incremental purposes.
 - (iii) Regular Casual Employees are entitled to an increment where they have worked the equivalent of 12 months worked by a full time Employee in the same position.

17.8 Salary Packaging

- (a) For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule A of this Award and/or any salary payable under an agreement made under s68D(2) of the TA Act and any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.
- (b) An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- (c) 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 payments, HELP payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- (d) The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines administered by specialist salary package company Maxxia on behalf of Transport Shared Services. Such agreement must be made prior to the period of service to which the earnings relate.
- (e) Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
 - (i) any fringe benefits tax liability arising from a salary packaging arrangement; and
 - (ii) any administrative fees.
- (f) Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:
 - (i) Superannuation Guarantee Contributions;
 - (ii) any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
 - (iii) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.
- (g) Novated leases for 100% private use of motor vehicles are available under salary packaging.

17.9 Appeals in Respect of Salary Grade or Classification

- (a) Employees have the right to apply to the Employer through their branch or section manager for a salary increase, where applicable, or for an alteration in the grade or classification to which they are appointed.
- (b) If an Employee is dissatisfied with a decision or determination of the Employer in respect of:
 - (i) the salary, grade or classification; or
 - (ii) any other matter of the nature referred to in Part 7 of the Industrial Relations Act 1996 (NSW),

the Employee may forward a notice of appeal to the Employer within 30 days of being advised of such a decision or determination if they do not exercise their right before the

IRC. The Employer will hear and determine the appeal and will allow the Employee, if so desired, to attend and to present a case personally or through a representative.

- (c) Nothing in this clause shall preclude the reference of matters to the IRC.

17.10 Professional Engineers and Maritime Employees will be paid fortnightly.

17.11 Union Deductions

- (a) Where directed in writing by an Employee, the Employer will deduct a payment due from the Employee to a Union party from an Employee's salary and remit it to the nominated Union in a timely manner, at no cost to the Employee or the Union, but subject to the Union being able to accept an electronic funds transfer. A deduction will be detailed on the Employee's pay slip.

18. Higher Duties

18.1 Subject to subclause 18.2, where in any one period of relief an Employee is required to relieve in a higher graded position for five working days or more and is instructed to perform the whole of the duties of this position, they shall be paid for the full period of relief the minimum salary of the higher graded position.

18.2 Maritime Employees who undertake higher duties in an A or AA position must:

- (a) undertake the duties for 4 weeks or more;
- (b) meet the ordinary hours of work requirement (ie. 161 hours in the 4 week cycle); and
- (c) meet all other requirements of the position,

in order to be eligible for the annualised salary of the A or AA position. Where these requirements are not met, the Employee is to be paid the Maritime Level rate only for the position.

18.3 Where in any one period of relief an Employee relieves in a higher graded position for five working days or more and does not perform the whole of the duties of such Employee in the higher graded position, they shall be paid an allowance as may be determined by the Employer and prior to entering on relief shall be advised of the allowance to be paid and the basis for its assessment, provided that:

- (a) should the period of relief be in excess of 12 months the relieving Employee shall be entitled to be paid the salary that would be payable under this Award to a person appointed to that position on the day the relieving Employee commenced relieving duties in that position; or such proportion thereof as may be determined by the Employer;
- (b) except in an emergency, prior approval to payment of a higher duties allowance is to be obtained; and
- (c) an Employee relieving another in a lower graded position shall not suffer any reduction in salary.

18.4 A higher duties allowance is paid when an Employee is directed to relieve in a higher graded position for one or more working days in the following occupational categories:

- (a) Customer Services Branch Employees working in Registries, including a maximum four hours relief when working on Saturday shifts;
- (b) Maritime Division Employees classified as Team Leader Environmental Services, Employee Support Officer (Payroll), Executive Assistant to the Director Maritime, Management positions at Maritime Level 17, and Employees holding Master 5 qualifications and required by RMS to use these qualifications/skills in the absence of the incumbent.

18.5 Higher Duties - Part-Time Arrangements

- (a) Employees relieving in a higher graded position whose position holder is either a Part-Time Employee or has taken a period of leave on a part-time basis, are paid the higher duties allowance when having worked the equivalent of five complete working days in the higher graded position.
- (b) Part-Time Employees relieving in a higher graded position for the part time equivalent of five complete working days are paid the higher duties allowance on a pro-rata basis, based on the number of hours worked.

18.6 Incremental Progression by Allowances:

- (a) Where a very lengthy period of acting in the one higher graded position is unavoidable, the Employee concerned may progress by way of allowance to the next incremental step, provided that a 100 per cent allowance has been paid continuously for a period of 12 months.
- (b) Where the allowance has been discontinued during a period of leave, the increment should be delayed accordingly.
- (c) Where there are broken periods of relief in the higher graded position(s), such periods may be aggregated, irrespective of the nature of the work of the position(s). Such aggregated periods may be regarded as continuous service for the purpose of incremental progression within the grade of the position(s), provided that:
 - (i) only periods in respect of which the level of the allowance together with the Employee's salary is greater than or equal to the salary of the new position to which the Employee is substantively appointed are counted;
 - (ii) any period of leave during which allowance was not paid is discounted;
 - (iii) aggregation does not extend over any break in excess of six months.
- (d) The same principles apply if an Employee who has been relieving in higher graded positions is subsequently appointed to a similarly graded position, to determine salary and/or allowance in the new position.

18.7 Managers are to consider sharing higher duties relief opportunities between suitable staff to enhance fairness and increase developmental opportunities.

19. Travelling Compensation

19.1 Travel on Official Business

- (a) Employees who travel on official business and are not provided with an RMS vehicle, must, wherever possible, travel by the most economic and practical means of public transport. If public transport is not practical, or if the Employee has a genuine safety concern, the Employer can approve the use of a taxi or hire car.
- (b) RMS pays the full cost of fares for the transport.
- (c) Where Employees pay for the travel, their claim for reimbursement of travel costs must be supported by receipts.
- (d) If there is no public transport service, then Employees must obtain prior approval to travel by:
 - (i) taxi, hire car or rented car;
 - (ii) air; or

- (iii) private vehicle, in accordance with subclause 20.4.
- (e) Employees who receive approval to use a private vehicle for official business travel will be reimbursed as set out in subclause 20.4.2.

19.2 Travel Compensation

19.2.1 Fares

- (a) Employees are not entitled to payment of fares for travel between their usual headquarters and usual permanent residence.
- (b) If Employees are required to work temporarily from another location which involves additional fares, they will be paid the amount in excess of the fares usually incurred between their permanent residence and headquarters.
- (c) Where public transport presents difficulties in (b), Employees may, subject to prior approval, use a private vehicle and be reimbursed at the Specified Journey Rate, less the amount of normal fares or the kilometres usually travelled between their home and headquarters (whichever is relevant).

19.2.2 Travelling Time

- (a) Employees are entitled to claim payment or time off in lieu for travelling time in accordance with subclauses 19.2.2 and 19.2.3. Employees are not entitled to be paid travelling time or take time off in lieu:
 - (i) for time spent travelling between their usual headquarters and usual permanent residence, or for the time normally taken for the periodic journey from home to headquarters and return,
 - (ii) for time spent travelling on permanent transfer where:
 1. the transfer involves promotion which carries increased salary,
 2. the transfer is for disciplinary reasons,
 3. the transfer is made at the Employee's request, or
 4. special leave has been granted for the day or days on which the travel is to be undertaken,
 - (iii) for periods of less than a quarter of an hour on any day,
 - (iv) for the time taken by the Employee to stop and eat a meal,
 - (v) for time spent travelling outside of the time that might reasonably have been taken by the most practical available route and the most economical means of transport,
 - (vi) for travel by ship on which meals and accommodation are provided,
 - (vii) for travel overseas,
 - (viii) from 11.00 pm on the night the Employee is provided with overnight accommodation to 7.30 am the following day, other than IVR Employees who are exempt from this provision.
 - (ix) if the Employee receives an allowance or their salary includes a specific component of compensation for travel outside normal hours.

- (b) Employees who are required to travel to work temporarily from another location which involves additional travel time, are paid for any additional time taken in excess of the time taken to travel between their usual headquarters and their usual permanent residence.
- (c) Subject to the conditions in (a), where travel is on a:
 - (i) working day, Employees are paid for time spent in travelling before their normal commencing time or after their normal ceasing time;
 - (ii) non-working day, Employees are paid for all time spent travelling on official business after 7.30am.

19.2.3 Payment for Travelling and Waiting Time

- (a) Employees who are entitled to claim travel time are entitled to have any necessary waiting time treated as travelling time except when they are provided with overnight accommodation at a centre.
- (b) When Employees are provided with overnight accommodation at a centre, they cannot count as travelling/waiting time the time spent from arrival at the centre until departure from the centre.
- (c) Employees who are in receipt of a salary in excess of the rate applicable to the maximum rate for USS Grade 7/Engineer Level 1 Year 3, plus \$1.00 per annum shall be paid travelling time calculated at the maximum rate for USS Grade 7/Engineer Level 1 Year 3, plus \$1.00 per annum, as adjusted from time to time.
- (d) The maximum payment or time off in lieu for travelling/waiting time is eight hours in any 24 hour period, except in unforeseen circumstances such as a major transport disruption.
- (e) Payment for travelling time and waiting time shall be at the Employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

The rate of payment for travelling or waiting time on a non-working day shall be the same as that applying to a working day.

- (f) Unless otherwise directed, Employees must take time off in lieu within three months of being notified of approval of the leave.

20. Allowances

20.1 Calculation of Allowances

- (a) A daily entitlement to a weekly allowance is calculated at one-fifth of the weekly rate.
- (b) When calculating time worked:
 - (i) a fraction of an hour less than 30 minutes is not taken into account;
 - (ii) fractions of an hour of 30 minutes or more are taken to be one hour.

20.2 Meal Allowances

20.2.1 Meal allowance and break while travelling

- (a) Employees are entitled to claim a meal allowance when travelling on RMS business if they:
 - (i) return to their headquarters or place of residence on the same day;
 - (ii) have a meal break of at least 30 minutes away from their residence or headquarters; and
 - (iii) incur an expense in obtaining the meal.
- (b) Employees shall receive meal allowances at the rates contained in Item 1 of Schedule B and subject to the following provisions:
 - (i) Breakfast - the journey must have commenced before 6am and at least one hour before the Employee's normal starting time;
 - (ii) Lunch - when Employees are required to travel a total distance of at least 100km on the day and take their lunch break at least 50km from their normal headquarters. Employees whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters shall be entitled to a lunch allowance if lunch facilities are not available;
 - (iii) Evening meal - the allowance may only be claimed when the meal is taken after 6:30pm.

20.2.2 Meal allowance on overtime

- (a) The entitlement to meal allowances for Employees who work overtime, is set out in subclause 23.4.

20.3 Travelling and Lodging Allowance

20.3.1 General

- (a) If the Employer requires an Employee to proceed on work away from their normal headquarters and the Employee cannot return to their normal headquarters on the day of departure, and the Employee does not permanently change their headquarters:
 - (i) the Employer may elect to arrange and pay for the overnight accommodation direct to the accommodation provider and reimburse the Employee the appropriate meal allowance (where the Employer does not provide a meal, provided that where a suitable meal is not available because of the Employee's work commitments or for some other sound reason, the meal allowance may be claimed and will be paid). Under any such arrangement, the Employer shall ensure that the accommodation so provided is reasonable and appropriate, having regard to the nature of the work assignment.
 - (A) Employees who stay in RMS-provided accommodation will receive an incidentals allowance as set out at Item 4 of Schedule B;
 - (B) Employees required to camp out or make use of caravans or boats for overnight accommodation when motel/hotel accommodation is neither available or appropriate are entitled to an allowance as set out in Item 24 of Schedule B;
 - (ii) where the Employer does not pay the accommodation provider directly, the Employee shall receive the appropriate rate of allowance as per Item 3 of Schedule B for every period of 24 hours absence by the Employee from their residence; or

- (iii) the Employee may elect or be directed to be paid actual expenses properly and reasonably incurred for the whole of the business trip together with an incidental expenses allowance as set out at Item 4 of Schedule B.
- (b) Employees must obtain prior approval before making arrangements to stay in overnight accommodation.
- (c) Approval to stay in overnight accommodation is determined having regard to safety and local conditions. Where Employees are required to attend conferences or seminars which involve evening sessions or make an early start in a location away from their normal headquarters, overnight accommodation may be granted. Employees can be expected to travel up to two hours each way on the forward and return journeys for work-related purposes.
- (d) The Travelling allowance is calculated at the hourly rate of the relevant Lodging allowance as set out at Item 3 of Schedule B.
- (e) The Lodging allowance is an allowance for overnight accommodation, meals and incidentals.
- (f) Employees who are required to stay in overnight accommodation and are paid the allowance set out at paragraph (a)(ii) above are entitled to the rate for that region as set out at Item 3 of Schedule B. The allowance is reduced by 50% if the Employee remains in that region for more than 35 days and up to six months. Any periods over 6 months do not attract the allowance.
- (g) Lodging allowance is calculated from the time Employees depart from:
 - (i) their normal headquarters; or
 - (ii) their normal place of permanent residence where they travel directly from there; or
 - (iii) another temporary work location.
- (h) Employees who are sent from one temporary work location to another will continue to be entitled to the payment for overnight accommodation, providing that the distance between their headquarters and their subsequent temporary work location is sufficient to make it necessary to continue such arrangements.
- (i) Subject to paragraph (h) above, where the allowance for overnight accommodation at the subsequent temporary work location(s) is a different rate than that applying to the previous temporary work location, Employees receive the rates based on the times of departure from each location. Methods for calculation of Lodging allowance for Employees travelling between different locations are set out in Appendix A of Schedule B.
- (j) Employees are not entitled to an allowance under this clause for:
 - (i) any period during which they return to their permanent residence on weekends or public holidays, from the time of arrival at their place of residence until the time of departure;
 - (ii) any period of leave, except with the Employer's approval or otherwise provided by this clause; or
 - (iii) any other period during which they are absent from the temporary work location, otherwise than on official work.

- (k) For the purposes of this clause, 'Sydney' means the area bounded by Palm Beach and Brooklyn in the north, Richmond in the north-west, Penrith in the west Campbelltown and Camden in the south-west and Heathcote in the south. Notwithstanding this definition, if Employees are paid an allowance for overnight accommodation, they are expected to find accommodation as close as possible to their temporary work location.
- (l) When Employees return from a temporary work location after more than 35 days and less than six months' lodging they are paid travelling at the hourly rate of the relevant Lodgings allowance as set in Item 3 of Schedule B. Travelling is calculated from the time the Employee departs from their temporary work location to the time they arrive at their headquarters or normal place of permanent residence.
- (m) If the Lodging allowance is deemed insufficient to adequately reimburse Employees for expenses properly and reasonably incurred, a further amount may be paid to the Employee for the additional expenses incurred.
- (n) Employees must produce receipts to receive reimbursement for actual expenses unless the Employer is prepared to accept other evidence from them.
- (o) In the event of any dispute over the implementation of these changes the parties shall have recourse to the IRC under the Dispute Settlement Procedure (clause 5).

20.3.2 Lodging in RMS-Provided Accommodation

- (a) Employees who perform official duties at a temporary work location may be directed to lodge in accommodation organised and provided by the Employer.
- (b) Where the Employer does not provide meals, Employees are reimbursed meal expenses actually and reasonably incurred during the time spent away from their permanent residence to perform that work.
- (c) Employees who stay in RMS-provided accommodation may receive an Incidentals allowance as set out at Item 4 of Schedule B.

20.3.3 Lodging Away from Headquarters for One Week or More, Within a Reasonable Distance from Headquarters

- (a) If Employees:
 - (i) are required to find accommodation away from their headquarters for a period of one week or more, and
 - (ii) are within reasonable distance from their permanent residence/headquarters to travel to their permanent residence at weekends ('reasonable travelling distance' from Sydney being the area bounded by Newcastle, Singleton, Bowenfels, Yass and Nowra),then claims for Travel and Lodging allowances are calculated according to (b) - (e) below.
- (b) Employees are entitled to the Travelling allowance set out in clause 20.3.1(d) when travelling to or from a temporary work location, calculated from the time of departure. If Employees have approval to use a private vehicle, they are paid the Specified Journey Rate, as set out at Item 18 of Schedule B, up to the amount payable had the most economic and practical means of public transport been used.
- (c) Lodging allowance, or the actual and incidentals rate, is paid at the appropriate capital city or non-capital city rate as set out at Item 3 of Schedule B. The allowance is calculated from the time of the Employee's departure to the temporary work location up until the

time of arrival back at headquarters/permanent residence, which would normally be from Monday to Friday, respectively.

- (d) Where it is necessary to:
- (i) obtain accommodation on a weekly basis in order to preserve continuity of accommodation, and
 - (ii) the cost exceeds the allowance payable from the time of arrival to the time of departure each week,
- Employees are paid the reasonable actual cost, plus an amount set out at Item 4 of Schedule B.
- (e) When travelling to permanent residence/headquarters each week, Employees are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If Employees make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

20.3.4 Lodging Away from Headquarters for One Week or More, Not Within a Reasonable Travelling Distance from Headquarters

- (a) For Employees who:
- (i) are required to find accommodation away from their headquarters for a period of one week or more; and
 - (ii) are not within a reasonable distance from their permanent residence/headquarters, as defined in subclause 20.3.3(a)(ii), to travel to their permanent residence at weekends,
- the entitlement to return to permanent residence/headquarters is calculated as set out below.
- (b) If the distance between a temporary work location and the Employee's permanent residence/headquarters is such that they can travel in their own time and spend 48 hours at their permanent residence/headquarters then Employees are entitled:
- (i) if they have dependents, to return to their permanent residence every four weeks at the Employer's expense. Alternatively, Employees may return to their permanent residence every two weeks and have half their costs met by the Employer;
 - (ii) if they do not have dependants, to return to their permanent residence every eight weeks at the Employer's expense. Alternatively, Employees may return to their permanent residence every four weeks and have half their costs met by the RMS.
- (c) If the distance between an Employee's temporary work location and their permanent residence/headquarters, by the shortest practicable route, is such that Employees are unable to travel in their own time to spend 48 hours at their permanent residence/headquarters then Employees are entitled:
- (i) if they have dependants, to return to their permanent residence at the Employer's expense and take two days special leave (usually Friday and/or Monday) every four weeks;
 - (ii) if they do not have dependants, to return to their permanent residence at the Employer's expense and take two days special leave (usually Friday and/or Monday) every eight weeks.

- (d) Having regard to the period of absence from work that is necessitated by land-based travel, the Employer may provide Employees with air transport.
- (e) If, in accordance with (b) and (c) above, Employees return to their permanent residence/headquarters after the specified period of absence has elapsed, each journey will be regarded as a separate trip for the purposes of calculating lodging allowances and Employees are paid travelling time as set out at subclause 19.2.2(b).
- (f) When Employees travel to their permanent residence/headquarters they are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If Employees make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

20.4 Use of Private Motor Vehicle

20.4.1 General

- (a) Unless otherwise specified in this Award, Employees bear the cost of daily travel by private vehicle between their permanent residence and headquarters.
- (b) Employees may be authorised to use private motor vehicles where such use will result in greater efficiency or be less expensive for the Employer than other forms of transport.
- (c) If Employees have approval to use a private motor vehicle for work purposes, they must have current:
 - (i) third party personal injury insurance; and
 - (ii) a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Employer.

20.4.2 Rates, Allowances and Expenses

- (a) Employees who have approval to use a private motor vehicle for work purposes are paid an allowance, depending on the circumstances and purpose for which the vehicle is being used.
- (b) Employees will be paid:
 - (i) the Specified Journey Rate, as set at Item 18 of Schedule B for travel to and from a temporary work location; or when on official business where an RMS vehicle or other forms of transport are available, but the Employee elects to use their own private vehicle, with the approval of the Employer. The allowance is limited to an amount not exceeding the cost of travel by public or other available means of transport;
 - (ii) the Official Business Rate as set at Item 17 of Schedule B for using a private vehicle on official business when no other means of transport is available, where the Employee is directed to use their own vehicle by the Employer and the Employee agrees to do so;
 - (iii) the Official Business Rate as set at Item 17 of Schedule B if, owing to a disability, the Employee is unable to use other transport.

20.4.3 Private Use of RMS vehicles

- (a) Subject to management approval and the provisions of RMS's Light Motor Vehicle Policy and Guidelines (as varied from time to time), Employees may negotiate to include the private use of an RMS vehicle in a salary package arrangement.

- (b) Such arrangement will be subject to a motor vehicle being available from within the RMS motor vehicle fleet and the vehicle being made available for general use during business hours.

20.5 Conditions and Allowances on Transfer

This clause applies to all Employees other than Casuals.

20.5.1 General

- (a) Unless otherwise approved by the Employer, Employees are not paid allowances if they transfer:
 - (i) at their own request within a period of 2 years of taking up duty at their current headquarters;
 - (ii) under arrangements they have made directly with another Employee to exchange positions;
 - (iii) from one part of Sydney Metropolitan area to another as defined in RMS policy.
 - (iv) to a new headquarters within 34km of their previous headquarters; or
 - (v) for reasons of proven misconduct.

In the case of job swaps arising out of major restructures, RMS is prepared to consider the payment of transfer allowance in exceptional circumstances.
- (b) Where both spouses are Employees and are transferred to the same new headquarters requiring the relocation of residence, they are to seek approval regarding payment of leave and expenses as transferred Employees prior to relocating.
- (c) Where special circumstances exist and the Employer so approves, this clause shall apply to a transfer within the meaning of subparagraphs (i) or (iv) of paragraph (a) of this subclause.

20.5.2 Travelling and Accommodation Allowance

- (a) Employees who are transferred from one headquarters to another are paid the travelling allowance set out at subclause 20.3.1 until arriving at their new headquarters.
- (b) Employees who are unable to secure a permanent residence or other regular accommodation immediately on arrival at their new headquarters and are:
 - (i) separated from their dependants, are, paid the relevant accommodation allowance set out at clause 20.3, for the first eight weeks;
 - (ii) separated from their dependants, may be partially reimbursed for expenses actually and reasonably incurred provided that the Employee can produce receipts of the expenses claimed. Employees are only able to make this claim for expenses after eight weeks and up to a maximum of six months after having been transferred. The amount that may be reimbursed will be calculated by determining the total amount of expenses incurred, for which the Employee has receipts, minus the amount each week set out at Item 20 of Schedule B;
 - (iii) occupying temporary accommodation with their dependants are paid three-quarters of the actual and reasonable expenses incurred for a period of up to eight weeks;

- (iv) occupying temporary accommodation and do not have dependants, are paid 50% of the actual and reasonable expenses incurred for a period of up to four weeks, up to a maximum amount set out at Item 12(c) of Schedule B.
- (c) Employees who anticipate that due to special circumstances they will require reimbursement beyond these periods must obtain the Employer's approval prior to the expiration of the above periods.
- (d) Where the Employer is not prepared, under subclause 20.5.10, to meet the expense of transferring dependants, the Employee is paid the relevant accommodation allowances set out at subclause 20.3.
- (e) If an Employee is separated from their dependents under circumstances set out above, then the Employee is entitled to the provisions for returning to permanent residence set out at subclauses 20.3.3 and 20.3.4.

20.5.3 Sale and Purchase of Home When Transferred

- (a) Where an Employee is transferred and the Employer has agreed to meet the cost of relocating their dependants and possessions, the Employee is entitled to be reimbursed the costs associated with the sale of their current residence provided the Employee purchases a residence or land to build a home at the new location. The sale and purchase must occur:
 - (i) not earlier than 6 months prior to and no later than 4 years after the transfer; or
 - (ii) within a period not exceeding a further 4 years if the Employee is transferred again within the timeframe of (a).
- (b) This subclause also applies if an Employee sells their current residence and takes up rented accommodation or transfers, as long it has not been more than four years since their transfer.

20.5.4 Reimbursement of Conveyancing and Other Costs

- (a) If 20.5.3 applies, then the Employee may be reimbursed for the following expenses:
 - (i) professional costs and disbursements of a solicitor or conveyancing company acting on the Employee's behalf, in respect of transactions limited to Schedule 1 of the Conveyancing Act 1919 (NSW);
 - (ii) stamp duty paid in respect of the purchase of the Employee's residence or land at their new location, and in respect of any mortgage entered into or discharge of mortgage connected with such transactions;
 - (iii) registration of transfer and discharge of mortgage;
 - (iv) any real estate agent's commission for the sale of the former residence;
 - (v) council or other local government rates levied on the former residence prior to its sale and during the period that it remains untenanted, providing that the Employee has purchased a residence or land on which to build a home at the new headquarters (the Employer may require the Employee to prove that reasonable efforts have been made to sell the former residence at a reasonable market price);
 - (vi) non-refundable costs to connect gas and/or electricity at the new permanent residence;

- (vii) the cost of survey certificates, pest certificates and/or lending authority registration fees and charges reasonably incurred in seeking financial assistance, for the purpose of purchasing a residence or land on which to build a home at the new headquarters.
- (b) If the four-year period in subclause 20.5.3(a) above is exceeded, the Employer will consider the Employee's circumstances and may require the Employee to provide full details as to why the sale and/or purchase of the residence or land could not be completed within the four-year period.
- (c) The maximum amount Employees are reimbursed for items in paragraph (a) above is limited to the amount which would be payable had the sale and purchase prices in each case been the amount set out at Item 8 of Schedule B.
- (d) To be eligible for reimbursement in full for the amount of stamp duty in paragraph (a)(ii) above, Employees must occupy their residence within 15 months of transfer to their new location.

20.5.5 Telephone Connection

Employees will be reimbursed the cost of installing a telephone at their new location provided that:

- (a) they were a telephone subscriber at their previous residence at the time of transfer; and
- (b) the amount reimbursed is limited to the full amount of the transfer or installation fee only. Fees for extra telephone equipment and services etc. are not reimbursed.
- (c) Employees must provide receipts when claiming reimbursement.

20.5.6 Arrangement of Accommodation in Advance

- (a) Subject to approval, if an Employee and one member of their household travel to the new headquarters, prior to a transfer, to arrange accommodation in advance, the Employee is entitled to:
 - (i) reimbursement of travelling costs or the Specified Journey Rate, up to the amount payable had the most economic and practical means of public transport been used;
 - (ii) two days paid special leave, for the purpose of visiting the new location and arranging accommodation;
 - (iii) such leave as is necessary, on full pay, for the purposes of travelling to the new location; and
 - (iv) actual and reasonable expenses incurred for overnight accommodation and meals for the Employee and their family member, provided the Employee produces receipts, up to a maximum of the amount specified in subclause 20.3.
- (b) Where the time taken to travel to the new headquarters and accommodation is arranged in less than two days, Employees are entitled to paid special leave for that lesser time.
- (c) Subsequent to commencing work at their new headquarters, if Employees have been unable to access the above entitlements but wish to have a member of their household travel to their new headquarters for the purpose of finding new accommodation, Employees are entitled to reimbursement of travel and accommodation expenses for the household member, providing that person travels by the most practical and economical means of transport. Where the family member travels by car, the allowance is based on the Specified Journey Rate as set out at Item 18 of Schedule B.

- (d) Employees are not entitled to the conditions above if they intend to re-occupy their own home.

20.5.7 Weekly Allowance for Increased Rental Costs

- (a) Employees may apply for and may be granted a weekly allowance if they incur increased rental costs after being transferred. The application must be in writing and must be supported by receipts which show the actual rent paid before and after the transfer.
- (b) The weekly allowance is:
 - (i) based on the difference between the cost of rent at the previous headquarters and the cost of rent at the new location;
 - (ii) up to a maximum of the amount set out at Item 9 of Schedule B per week; and
 - (iii) paid for a period of up to six months, unless exceptional circumstances require that the allowance be extended to a maximum of 12 months.

20.5.8 School Costs for Dependant Children

- (a) Where Employees have dependant children in Year 12 who have to stay at the former location and cannot move to the new location because elected subjects are not available at the new location, they are entitled to reimbursement of up to the amount listed in Item 10(b) of Schedule B, provided that the Employee:
 - (i) pays the amount set at Item 10(a) of Schedule B, per week;
 - (ii) produces receipts of payment; and
 - (iii) produces a letter from the Department of Education and Training stating that the elected subjects are not available at the new location.
- (b) Where dependant children change to a school at the new location, Employees are entitled to reimbursement of the costs of replacing the essential school clothing listed from time to time in the DPC personnel circulars.
- (c) Employees may be reimbursed the cost of clothing not included on the list, which is required at the new school, providing that they supply full particulars and the circumstances surrounding the requirement to purchase.

20.5.9 Transfer of Household Furniture and Effects

- (a) Employees who are transferred from one headquarters to another and have to change their permanent residence are entitled to the following allowances to transfer their household furniture and effects:
 - (i) where the value of the household furniture and effects is more than the amount set out at Item 7(a) of Schedule B, Employees receive the allowance set out at Item 7(b) of Schedule B.
 - (ii) where the value of the household furniture and effects is less than the amount set out at Item 7(a) of Schedule B, Employees receive the allowance set out at Item 7(c) of Schedule B.
 - (iii) where Employees change their residence and do not have household furniture and effects to warrant the payment of the allowance referred to in (a) above, Employees receive the amount set out at Item 7(d) of Schedule B.

- (b) Employees are entitled to reimbursement of the cost of packing, removing, unpacking and transit insurance of their goods, as well as storage of their furniture and effects up to a maximum of eight weeks.
- (c) Prior to incurring the expense outlined in paragraph (b) above, Employees must submit a request to the Employer for approval to incur the expense, accompanied by:
 - (i) an inventory of the furniture and effects with their approximate value;
 - (ii) quotations from carriers for the cost of removal;
 - (iii) if applicable, quotations for storage, limited to a maximum of eight weeks from the date of transfer to their new headquarters.
- (d) Quotations must be obtained, where practicable, from at least two reputable carriers and are to show the cost of removal from house to house, including packing and unpacking and the cost of 'all risk' insurance.
- (e) Employees who wish to extend the period of storage beyond eight weeks must obtain prior approval from the Employer.
- (f) Employees must enter into a contract for the removal of furniture and effects because the Employer will not be responsible for any loss or damage to the furniture or effects in the course of removal.
- (g) Employees are entitled to reimbursement of the cost of all risk insurance, up to a maximum value for furniture and items as set out at Item 14 of Schedule B. Where the insured value exceeds this amount, the matter is to be referred to the Employer for consideration.

20.5.10 Transfer of Dependants

- (a) If Employees transfer for the reasons set out in subclause 20.5.1(a)(i) or (ii) and special circumstances exist, upon application the Employer may choose to reimburse the entitlements set out below.
- (b) If Employees are transferred for the reason set out in subclause 20.5.1(a) (iv), they are entitled to the provisions set out below.
- (c) When Employees and their dependants travel to a new location, they are paid:
 - (i) the actual and necessary fares incurred by the most economical means of public transport available; or
 - (ii) the Official Business Rate as set out at Item 17 of Schedule B if Employees choose to travel by private vehicle.
- (d) If Employees travel during working hours they are entitled to travelling allowances as set out in subclause 20.3. Any time spent in excess of the quickest practicable public surface route is:
 - (i) deducted from annual leave; or
 - (ii) approved as leave without pay.
- (e) Where it is necessary for Employees to lodge their family or dependent relatives in temporary accommodation for the time between leaving their previous headquarters and arriving at their new headquarters, they are paid three-quarters of the actual and

reasonable additional expenses incurred for a maximum period of one week, providing they supply receipts.

- (f) If Employees submit a receipt for joint accommodation costs for them and their family or dependent relatives, the family cost to be used in calculations for (c), is determined by deducting the single tariff rate and the cost of their meals, from the total of the actual cost incurred plus the relevant incidentals rate for capital cities or non-capital cities as set out at subclause 20.3.

20.5.11 Special Leave for Transferred Employees

- (a) Where Employees are transferred in accordance with subclause 20.5.1, they are entitled to special leave of:
 - (i) up to two days for preparation and supervision of packing of personal and household effects prior to its removal or to arrange storage;
 - (ii) up to one day for the combined purpose of cleaning the premises being vacated and/or occupying their new premises.

20.5.12 Removal expenses on Retirement, Redundancy or Death

- (a) If Employees retire, accept a voluntary redundancy or die at a place other than the place of their original headquarters, then the Employer will reimburse the costs actually and necessarily incurred in removing personal and household effects, together with associated transit insurance, to a location of their choice, or as specified by their next of kin or executor of their estate in the case of death, provided:
 - (i) the costs claimed do not exceed the cost had the effects been moved to the original headquarters;
 - (ii) the relocation is effected within 12 months of the date of retirement, voluntary redundancy or death and written application is made by the widow or widower; and
 - (iii) in the case of voluntary redundancy only, the Employee has not rejected an offer of redeployment.
- (b) Any separate claim made by the Employee's children or dependant relatives will be considered by the Employer provided that full particulars for the reason for special consideration are supplied.

20.6 Remote Areas Allowance

- (a) The remote areas allowance rates set out in Item 11 of Schedule B and discussed in this clause are the rates payable per annum.
- (b) Employees whose headquarters and residence are in an area upon or west of a line starting from a point on the bank of the Murray River opposite Swan Hill, which then extends by straight line passing through the following towns in order, namely, Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford, and Bonshaw are paid a remote areas allowance at Grade A.
- (c) Employees whose headquarters are in Deniliquin are also paid the Grade A Allowance.
- (d) Grade B Allowances will be paid to Employees whose headquarters and residence are at Angledool, Barrigun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra.

- (e) Grade C Allowances will be paid to Employees whose headquarters and residence are at Fort Grey, Mootwingee, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yethong.
- (f) Employees will be paid the dependant rate, set out at Item 11 of Schedule B, if their dependants also reside in the defined remote area.

20.7 Fares Subsidy - Remote Areas

- (a) Employees who are located in an area for which a remote areas allowance is paid are paid a subsidy towards the cost of fares incurred when taking annual leave away from that area.
- (b) The fares subsidy is paid once in every 12 month period, calculated from the date the Employee takes up work in the area.
- (c) A fares subsidy entitlement not taken in one year is forfeited and can not be carried over to enable an Employee to make two claims in the following year.
- (d) Employees who travel by public transport are paid the lesser of:
 - (i) actual costs, less the amount set out at Item 12(a) of Schedule B; or
 - (ii) up to a maximum of the amount set out at Item 12(b) of Schedule B for the Employee and their spouse/dependants; or
 - (iii) up to a maximum of the amount set out at Item 12(c) of Schedule B if the Employee does not have a spouse/dependants.
- (e) Where Employees travel by private vehicle, they are paid:
 - (i) the Specified Journey Rate as set out at Item 18 of Schedule B; or
 - (ii) actual and reasonable costs in excess of the amount set out at Item 12(a) of Schedule B, whichever is the lesser, up to the maximum specified in 12(c) of Schedule B.
- (f) Travel subsidies are based on the cost of a return journey from headquarters to Sydney by the most practical and economic means of public transport available, or elsewhere not exceeding the cost of a return journey to Sydney.
- (g) There is no entitlement for reimbursement of taxi fares or meals.
- (h) Unless otherwise approved, Employees are only paid the fares subsidy when they proceed on a period of leave that would entitle them to the payment of annual leave loading (ie, ten consecutive working days one day of which is annual leave).

20.8 First Aid Allowance

- (a) Where the Employer designates an Employee who is qualified, as specified in Items 15 and 16 of Schedule B, to be available to provide First Aid duties and responsibilities, they shall be paid a First Aid Allowance appropriate to the qualifications held during any period they are so designated.
- (b) The First Aid Allowance is not payable where a first aid qualification is part of an Employee's essential job requirement.

20.9 Sydney Harbour Bridge Allowance

A Works Supervisor who is employed on the maintenance of the structure of the Sydney Harbour Bridge shall be paid an allowance as set out at Item 13 of Schedule B.

20.10 Uniform and Personal Protective Equipment

- (a) Salaried Employees
 - (i) Salaried Employees required to wear a uniform shall be responsible for maintaining such uniforms in a clean and pressed condition and shall be paid an allowance as set out in Item 25 of Schedule B for care and cleaning of uniform clothing.
 - (ii) The Employer shall provide free of charge such protective footwear, as necessary, which is reasonably expected to adequately protect all Employees in the workplace.
- (b) Professional Engineers
 - (i) Employees who are required to wear protective clothing, footwear or equipment to perform work will be provided with the protective clothing considered necessary.
 - (ii) Disciplinary action may be taken against Employees who fail to comply with directions regarding the use of protective clothing, footwear or equipment.
- (c) Maritime Employees
 - (i) Employees issued with a uniform are to wear the full uniform and keep it in good order.
 - (ii) Employees employed in front line customer contact positions only may be issued uniforms from the Employer. This includes all on water roles, customer service positions and survey Employees.
 - (iii) Replacement of uniforms shall be on a fair wear and tear basis.
 - (iv) The provisions of (iii) above shall not apply to Employees issued with uniforms in roles other than those described in (ii) above.
 - (v) Where an Employee is issued with protective clothing that clothing must be worn on duty except when a specific exemption has been allowed by the Employee's supervisor. Any Employee who has been issued with protective clothing and/or equipment, who reports for duty incorrectly attired may be stood down without pay or be otherwise deployed until such time as they are able to report for duty correctly attired.
 - (vi) Replacement of personal protective clothing will be on the basis of fair wear and tear.

20.11 On Call Allowance

- (a) Employees are paid an on-call allowance when directed to be on-call.
- (b) When on-call Employees are required:
 - (i) to be available outside of ordinary working hours,
 - (ii) to respond to an emergency/breakdown situation in a reasonable time agreed with management, and
 - (iii) to remain in a fit state, unimpaired by the effects of alcohol or drugs.
- (c) Employees who are on-call are not required to remain at their permanent residence but must be able to be contacted immediately.

- (d) The rate of the on-call allowance is set out at Item 19(a) of Schedule B.
- (e) Employees who are on-call are not entitled to a disturbance allowance.
- (f) The provisions of this clause do not apply where a Salaried Employee is already in receipt of payment representing compensation for regularly being on standby or on-call, which is paid as part of the Employee's salary or as a separate allowance.

20.12 Disturbance Allowance

- (a) This clause applies to Salaried Employees and Maritime Employees. Professional Engineers are covered by clause 53.
- (b) Employees may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Employees may be contacted to put into place emergency arrangements by contacting other Employees to attend an incident or providing advice in response to an emergency situation.
- (c) The disturbance allowance is:
 - (i) paid at a minimum of one hour of the ordinary hours rate
 - (ii) not paid if the Employee's salary exceeds the top step of USS Grade 11 or equivalent.
- (d) Where more than one telephone call is received or made within the hour, only one hourly payment is paid.
- (e) The disturbance allowance is payable under the arrangements set out in the RMS On-Call and Disturbance Allowance Procedure.

SECTION 4 - HOURS OF WORK, OVERTIME, SHIFTWORK AND RELATED MATTERS

21. Hours of Work

21.1 Application of this Clause

- (a) The provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
 - (i) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 41 shall apply);
 - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 42 shall apply);
 - (iii) Work Support Employees (in which case the provisions of clause 43 shall apply);
 - (iv) Traffic Supervisors (in which case the provisions of clause 44 shall apply).
- (c) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the specific provisions shall prevail to the extent of any inconsistency.

21.2 Ordinary Hours

- (a) Unless prescribed otherwise in this Award, the ordinary hours of work are 35 hours per week. The Employer may engage Employees under either a standard hours arrangement or a flexitime

arrangement. The Employer may direct Employees to work a standard hours arrangement in exceptional circumstances. The provisions of subclause 21.2 do not apply to those Employees engaged in Shift Work.

- (b) The ordinary hours of Salaried Employees who are engaged on field work shall be 38 hours (if directed). In such case, the Employee shall be paid a loading at the rate of 8.5% of salary; and overtime shall be paid for work in excess of 8 hours on any one day, or 40 hours in any one week, or hours outside the ordinary spread of hours normally worked by Employees on field work. The loading shall apply to all periods of leave and be taken into account in the calculation of annual leave loading and overtime payments. The loading shall also be taken into account in the monetary value of long service leave on termination of service where the Employee is in receipt of the loading on the day preceding termination.
- (c) Standard Hours Arrangement
- (i) The standard hours arrangement involves seven hours per day, 35 hours per week, worked over a five day period Monday to Friday inclusive.
- (ii) For Salaried Employees and Professional Engineers, the ordinary spread of hours for standard hours shall be 8.30am to 4.30pm, with a lunch break to be taken between the hours of noon and 2.00pm daily, provided:
- (A) the Employer may approve Employees engaged under Salaried Employee Classifications, to vary the ordinary span of hours so that they can be worked between 7.00am to 5.30pm;
- (B) the Employer may approve Employees engaged under the Professional Engineers Classifications to vary the ordinary span of hours so that they can be worked between 7.30am to 6.00pm;
- (C) Professional Engineers under the standard hours arrangement must not work more than five hours without a one-hour meal break, taken between noon and 2.00pm unless local arrangements are made in advance, based on the Employee's personal needs or operational needs. In this case, Employees and management may agree to reduce the meal break to a minimum of 30 minutes.
- (iii) For Employees covered by the classifications of Inspector Vehicle Regulations, the ordinary spread of hours for standard hours shall be 6am to 6pm with a lunch break of not less than 30 minutes in the Employee's time; or when rostered at an RMS Safety Station; or where required by the Employer, a 20 minute crib break.
- (d) Flexitime arrangement for Salaried Employees and Professional Engineers approved to work under such arrangement
- (i) When working a flexitime arrangement the provisions of RMS' Flexible Working Hours Policy shall apply.
- (ii) Bandwidth is 7.30am to 6.00pm Monday to Friday, unless otherwise approved.
- (iii) Employees are required to work during the core time between 9.30am to 3.30pm.
- (iv) Lunch break of at least 30 minutes between 11.45am and 2.15pm.
- (v) Contract hours in each four week settlement period will be 140 hours.
- (vi) Employees may take one full day of flex leave or two half days during each settlement period. A full flex leave day for a Full-Time Employee is 7 hours. For Part-Time Employees a full day flex leave is the number of ordinary hours the Employee is contracted to work.

- (vii) The minimum flex leave period that can be taken is one hour.
 - (viii) Employees may take flex leave even though it may result in a debit balance.
 - (ix) The maximum number of flex days that may be taken or banked each calendar year is 13 days.
 - (x) Employees can bank up to four untaken flex days at any one time. Subjected to approval, the Employee can take up to four banked days plus the current settlement period's flex day, to take a maximum of five consecutive working days off at an appropriate time.
 - (xi) A maximum credit of ten hours, in addition to flex days already banked is allowed for each four week settlement period. Time in excess of ten hours (excluding flex days already banked) at the conclusion of the settlement period will be forfeited.
 - (xii) Employees who work fewer than their hours of work during the settlement period can carry over a maximum of 10 hours debit to the next settlement period. Employees who are in debit more than 10 hours at the end of the settlement period must apply for leave for the time in excess of ten hours.
 - (xiii) Where an Employee has accrued 40 days annual leave, unless otherwise authorised by the Employee's manager, flex leave shall only be taken where annual leave has been applied for and approved. If however annual leave has been applied for and declined, the Employee shall be entitled to access flex leave in accordance with the normal approval process.
 - (xiv) Employees may take a half day flex leave in combination with other types of approved leave, provided that the total approved leave for a day equals the standard daily hours applicable to the Employee's classification.
 - (xv) Employees may take flex leave in combination with other types of approved leave.
 - (xvi) Professional Engineers who work on projects shall be entitled to bank flex days over the maximum in 21.2(d)(x), during the project to be taken at the conclusion of the project or at set times during the project, in order to manage sustained high workloads. Such leave arrangements shall be approved by the relevant branch manager. Where it is agreed between the Professional Engineer and the Employer, the Professional Engineer may work a standard hours arrangement.
- (e) Banktime arrangement for Employees covered by Inspector Vehicle Regulations Classifications
- (i) Employees shall work an additional 22 minutes per day on 19 days in each four week work cycle to allow for the accumulated time to be taken off during the next four week cycle.
 - (ii) Subject to subclause 21.2(e)(i), one accrued day off may be taken in each four week work cycle.
 - (iii) The Accrued Day Off will be observed between Monday to Friday (inclusive), normally on the day shift, to suit the needs of the Employer. The day off will coincide with the Employee's preference where possible.
 - (iv) Where an Employee works on the Accrued Day Off, the Employee may elect, where practicable, to have another day off in substitution thereof before the end of the succeeding work cycle. Provided that in such case the accrued entitlements are transferred to the substituted day off.

- (v) Employees absent from duty on any type of approved leave (sick, annual, leave without pay etc) other than a public holiday will be credited with seven hours in respect of each day absent from duty.
 - (vi) In order to qualify for the 'banktime' entitlement of one day for the work cycle, Employees may, subject to approval make up any time by taking annual leave or leave without pay (1/4 day minimum).
- (f) The ordinary hours of Shift Workers shall be as set out in clause 22.

22. Shiftwork

22.1 Application of this Clause

- (a) The provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
 - (i) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 41 shall apply);
 - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 42 shall apply);
 - (iii) Work Support Employees (in which case the provisions of clause 43 shall apply);
 - (iv) Traffic Supervisors (in which case the provisions of clause 44 shall apply).
- (c) Should any specific provisions in relation to the hours of work be inconsistent with the general provisions outlined in this clause, then the specific provisions shall prevail to the extent of any inconsistency.

22.2 Shift Work Hours

- (a) For Salaried Employees rostered on shift work (including field work), unless specific provisions apply:
 - (i) the ordinary hours for day shift shall not exceed those worked daily or weekly by other Employees working normal hours Monday to Friday inclusive. The only break will be for lunch. The lunch break shall be taken in the Employee's time and shall not be regarded as working time;
 - (ii) the ordinary working hours for afternoon and night shifts shall not exceed those worked daily or weekly by other Head Office Employees working normal hours Monday to Friday. Meal breaks shall be of thirty minutes duration and shall be taken as part of the ordinary working hours, to be paid for at the appropriate shift rate;
 - (iii) no Employee shall be required to work more than five consecutive hours without a meal break.
- (b) For Salaried Employees rostered on Field Work who work Shifts, and unless specific provisions apply:
 - (i) an Employee shall be given at least 48 hours notice of a requirement to work shift work;
 - (ii) notice of any alteration to shift hours shall be given to the Employee not later than ceasing time of the previous shift.

No Employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.

- (c) For Salaried Employees rostered on Field Work who work Shifts and whose ordinary hours are thirty eight per week, and unless specific provisions apply:
- (i) Employees shall accrue 0.4 of one hour for each shift worked to allow one shift to be taken off as a paid shift for every twenty shift cycle. The twentieth shift shall be paid for at the shift rate(s);
 - (ii) each shift of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a shift worked for accrual purposes;
 - (iii) an Employee who has not worked, or is not regarded by reason of subparagraph 22.2(b)(ii) as having worked a complete four week cycle, shall receive pro rata accrued entitlements for each shift worked (or fraction of a shift 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;
 - (iv) Employees working under 22.2(a), shall agree upon arrangements with the Employer for rostered paid days off during the twenty shift cycle or for accumulation of accrued days, provided that such accumulation shall be limited to no more than five such accrued days before they are taken as paid days off, and when taken the days shall be regarded as days worked for accrual purposes in the particular twenty shift cycle;
 - (v) once such shifts have been rostered they shall be taken as paid shifts off provided that in emergencies, when the Employer requires an Employee to work on the rostered shift off and the Employee does so, the Employee shall take one paid shift off before the end of the succeeding work cycle, and the Employee shall be paid for the shift worked at the rates prescribed for Saturday work in Clause 23.5(a).

22.3 Ordinary Hours on a Saturday or Sunday for Salaried Employees and Professional Engineers

- (a) Unless prescribed in this Award, any ordinary hours worked on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (b) Unless prescribed in this Award, any ordinary hours worked on a Sunday shall be paid at the rate of double time.

22.4 Shift Work Rosters

- (a) For Salaried Employees rostered on shift work (including those on Field Work), unless specific provisions apply:
 - (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer provided that not more than five consecutive shifts shall be worked in seven consecutive days;
 - (ii) wherever reasonably practicable, notice shall be given at least seven days in advance of shifts to be worked. Rotating shifts shall rotate weekly commencing Monday. Where three shifts per day are being worked, the order of rotation shall be from day shift to night shift, from night shift to afternoon shift and from afternoon shift to day shift;
 - (iii) an Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift and/or night shift in any period of three working weeks other than by agreement between the Employer and the Employee. The Employee shall be paid at the rate of time and a half of the ordinary time worked on afternoon and/or night shift in excess of two consecutive weeks until the shifts are rotated.

22.5(a) For Professional Engineers rostered for Shift Work:

- (i) the Employer may roster Employees to work shifts on a rotating basis;
- (ii) the ordinary rostered working hours for shift work is not to exceed the hours worked daily or weekly by non shift workers in the same classification who work Monday to Friday;
- (iii) where practicable, Employees will be given seven days notice of the shifts to be worked;
- (iv) a meal break must be a minimum of 30 minutes duration.
 - (A) Except in an emergency, Employees must not work more than five hours without a meal break.
 - (B) A meal break during a day shift is unpaid and does not count as time worked.
 - (C) A meal break during an early morning, afternoon or night shift is taken as part of the ordinary working hours and is to be paid at the appropriate shift rate.
 - (D) Employees who are given less than 24 hours notice of a change to a roster or are required to work a shift on a rostered day off will be paid a meal allowance as specified in Item 2 of Schedule B.

(b) For Professional Engineers rostered on rotating shift work:

- (i) Employees must not be rostered to work more than five consecutive shifts in seven consecutive days;
- (ii) the roster is to rotate weekly and runs from either Monday to Friday or Sunday to Thursday;
- (iii) where three shifts per day are being worked, the order of rotation of shift is day shift to night shift, from night shift to afternoon shift, and from afternoon shift to day shift.
- (iv) Employees must not be required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, unless the Employee requests this arrangement and the Employer agrees.

(c) For Professional Engineers engaged on temporary night shift work:

- (i) temporary shift work is worked between Sunday to Thursday inclusive or Monday to Friday inclusive;
- (ii) arrangements for temporary shift work must be by agreement with local management provided that the choice of shift patterns does not prevent the Employer from applying shift work provisions to other Employees;
- (iii) for the purpose of this subclause, 'temporary shift work' means shift work for up to 2 weeks;
- (iv) The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:

Shift	Loading
Early morning	12.5%
Afternoon	25.0%
Night	50.0%

- (v) if a normal shift is worked between Monday and Friday, the Friday shift starts before and finishes after midnight Friday. If a normal shift is worked between Sunday and Thursday, the Sunday shift starts before midnight Sunday;
 - (vi) Employees who work according to a temporary shift work arrangement on a Saturday, Sunday or public holiday must be paid overtime rates provided Friday shifts referred to in (v) above are paid at ordinary rates and Sunday shifts referred to in (v) above are paid at ordinary shift rates after midnight Sunday.
 - (vii) Employees who work in excess of the agreed ordinary shift work hours on Sunday to Thursday or Monday to Friday (excluding public holidays) shall be paid double-time.
 - (viii) Employees who are required to work temporary shift work must be given at least 48 hours notice. If shift hours are changed, Employees must be notified by the finishing time of their previous shift;
 - (ix) Employees must not work more than one ordinary shift on any one day (eg a day shift and a night shift). If Employees are required to work a second shift on a given day, the second shift is paid as overtime;
 - (x) Employees who work according to a temporary shift arrangement of less than five consecutive working days (and this is not due to their actions), shall be paid overtime rates. Any public holidays, ADOs or leave is counted as single days worked and forms part of the calculation towards the completion of five consecutive days;
 - (xi) Unless provided for in this clause, no Employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.
- (d) For Inspectors, Vehicle Regulation on shift rosters, where notice is given of a change in shift with less than seven days notice any shift so worked shall be paid at the rate of the previously rostered shift if it is greater.

22.6 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) For Professional Engineers, payment for an early morning shift shall be at the ordinary rate of pay plus 12 ½%.
- (c) Payment for afternoon shift shall be at the ordinary rate of pay plus 12 ½ %.
- (d) Payment for night shift shall be at the ordinary rate of pay plus 15%.
- (e) For Salaried Employees engaged in Field Work working Shift Work:
 - (A) payment for day shift shall be at ordinary rates of pay;
 - (B) Employees shall be paid at the rate of time and one quarter when working on the second (afternoon) shift on either a two or three shift system;
 - (C) if three shifts are worked, the third night shift shall be paid for at the rate of time and one quarter;
 - (D) where Employees are required to work on a shift not worked on a two or three shift system, which commences at or after 4.00pm and which finishes at or before 7.00am, such shift shall be of no longer duration than eight hours and shall be paid for at the rate of time and one half;

- (E) where the arrangement for working shifts provides for shifts on less than five continuous working days then overtime rates shall be applicable; provided also that in cases where less than a full week is worked due to the action of the Employee then in such cases the rate payable for the actual time worked shall be ordinary shift rates.
- (f) Professional Engineers engaged in shift work who are required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, other than for the reasons outlined in subclause 22.4(b) (shift work rosters), are to be paid time and one half for all ordinary time worked on the afternoon and/or night shift in excess of two consecutive weeks, until the shifts are rotated.

23. Overtime

23.1 Application of this Clause

- (a) With the exception of subclause 23.3, the provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
 - (i) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 41 shall apply);
 - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 42 shall apply);
 - (iii) Work Support Employees (in which case the provisions clause 43 shall apply);
 - (iv) Traffic Supervisors (in which case the provisions of clause 44 shall apply).
- (b) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the Specific Provisions shall prevail to the extent of any inconsistency.
- (c) Where overtime occurs on a regular basis, the overtime will be allocated equitably, and rotated amongst available staff.

23.2 Payment for Overtime

- (a) Unless prescribed in the Specific Provisions, or any other subclause contained in this Award (including 23.5(b), time off in lieu) applies, any hours worked in addition to or outside the ordinary hours of work shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter subject to the provisions contained in 23.2. For this purpose, each period of overtime shall stand alone.
- (b) For Salaried Employees (including Inspector Vehicle Regulations), other than Shift Workers:
 - (i) who are called out for emergency duty other than on a Saturday, Sunday or public holiday shall be paid a minimum payment of three hours work at overtime rates;
 - (ii) overtime rates shall not be paid for periods of less than one quarter of an hour.
- (c) For Salaried Employees who are Shift Workers:
 - (i) an Employee required to work a shift on a day in which they have been rostered off shall be paid at overtime rates;

- (ii) an Employee rostered off on a public holiday shall be credited with a day's annual leave for each such day, provided that a six or seven day shift roster is in operation.
- (d) For Salaried Employees and Professional Engineers working under flexible working hours, payment of overtime will be made only for approved work performed outside the bandwidth.
- (e) Works Supervisors and Surveillance Officers who work their normal accrued day off shall be entitled to claim overtime at Saturday rates for the hours worked. Additionally, they shall be entitled to an alternative day off in the next four week cycle. Provided that agreement is reached between Employees concerned and local management, up to four ADOs may be accumulated.
- (f) For Salaried Employees (including Inspector Vehicle Regulations and Employees on Field Work), the following Employees shall not, without the special approval of the Employer, be paid for any overtime worked by them:
 - (i) Employees who are paid a special allowance in lieu of overtime;
 - (ii) Administration and Clerical Employees whose salary, and allowance in the nature of salary, exceed that of the top step of USS Grade 9;
 - (iii) Employees engaged on field work who are directed to work 38 hours per week shall be paid a loading at the rate of 8.5% of salary; provided that overtime shall be paid for time so worked in excess of 8 hours on any one day or 40 hours in any one week or outside the spread of hours worked by Employees on field work.
- (g) For Professional Engineers, there is no entitlement to be paid overtime if:
 - (i) the Employee is paid an allowance in lieu of overtime;
 - (ii) prior approval has not been given by the Employer to approve overtime; or
 - (iii) the period of overtime worked is less than 15 minutes.

Employees at Professional Engineer Level 3 and above must have approval to work overtime from the relevant manager. Any overtime approved will normally be calculated at the top step of Professional Engineer, Level 2 unless the relevant manager authorises payment calculated on the Employee's substantive rate.
- (h) All overtime required to be worked shall be approved in advance by the relevant supervisor/manager. Overtime payments are calculated exclusive of any shift loadings and are based on the Employee's ordinary rate of pay.

23.3 Reasonable Overtime

- (a) The Employer may require an Employee to work reasonable overtime at overtime rates. An Employee may refuse to work overtime in circumstances where the working of overtime would result in the Employee working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to the Employee's health and safety;
 - (ii) the Employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Employer regarding the working of overtime, and by the Employee of their intention to refuse the working of overtime; or
 - (v) any other relevant matter.

23.4 Overtime Meal Break and Allowance

- (a) Unless prescribed otherwise in 23.4 or any other Specific Provisions, Employees who work more than one and a half hours overtime after their ordinary hours are entitled to a unpaid meal break and a meal allowance as set out in Item 2 of Schedule B.
- (b) Salaried Employees who work overtime that extends beyond 2.00pm on Saturday/Sunday or a public holiday shall be provided with an unpaid meal break of at least 30 minutes and a meal allowance as set out in Item 2 of Schedule B.
- (c) For Salaried Employees, unless the Employee has been notified at least 24 hours in advance of the requirement to work on a day or shift on which they had been rostered off, they shall be paid a meal allowance as prescribed in Item 2 of Schedule B.
- (d) Salaried Employees and Professional Engineers engaged in shift work, who work more than one and a half hours overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay. In such case, Employees are also entitled to a meal allowance as set out in Item 2 of Schedule B.
- (e) Professional Engineers who work more than 2 hours overtime after their ordinary hours finishing time are entitled to a meal break and a meal allowance as set out at Item 2 of Schedule B.
- (e) Professional Engineers who resume work after their overtime meal break who then work a further five hours overtime, are entitled to an additional meal break and a meal allowance.
- (f) Employees who work overtime and are provided with a meal are not entitled to payment of a meal allowance.
- (g) Employees are provided a meal allowance on the condition that:
 - (i) money was spent in obtaining the meal,
 - (ii) at least a 30 minute meal break was taken either before or during working the overtime,
 - (iii) work was resumed after the meal break, unless there is an acceptable reason for taking the meal at the end of the overtime period,
 - (iv) the time taken for the meal break is not regarded as time worked.
- (h) During paid meal breaks Employees must remain available to carry out duties if required.

23.5 Working overtime on a Saturday, Sunday or Public Holiday

- (a) For Salaried Employees (including Inspector Vehicle Regulations) and Professional Engineers, and unless Specific Provisions or any other subclause in this Award applies:
 - (i) subject to 23.5(a)(ii) and (iii), any overtime hours worked on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter;
 - (ii) for Salaried Employees on Field work who work shift work hours, an ordinary night shift that commences before and extends beyond midnight Friday shall be regarded as a Friday shift;
 - (iii) for Professional Engineers on temporary night shift, Friday shifts which start before and finish after midnight on Friday shall be paid at ordinary shift rates, and Sunday shifts which start before midnight Sunday are paid at ordinary rates after midnight on Sunday;
 - (iv) any overtime hours worked on a Sunday shall be paid at the rate of double time;

- (v) any overtime hours worked on a public holiday shall be paid at the rate of double time and a half;
 - (vi) Employees who work overtime on a Saturday, Sunday, or public holiday shall be paid a minimum payment of three hours work at the appropriate overtime rate where the overtime is not at the end or beginning of the ordinary hours worked on a Saturday, Sunday or public holiday.
- (b) Salaried Employees and Professional Engineers who work overtime on a Saturday, Sunday or Public Holiday may, within two working days following so working, elect to take leave in lieu of payment for all or part of the Employee's entitlement in respect of the hours so worked (ie time for time), provided that:
- (i) leave in lieu of payment shall be taken at the convenience of the Employer;
 - (ii) such leave in lieu shall be taken in multiples of a quarter-day only (or minimum period of one hour for Professional Engineers);
 - (iii) the maximum period of leave in lieu that may be allowed in respect of any one period of overtime worked shall be one day;
 - (iv) leave in lieu shall be taken within one month of the date of election, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an Employee may elect to have such leave in lieu added to annual leave credits;
 - (v) an Employee shall be entitled to payment for the balance of any entitlements not taken as leave in lieu.

23.6 Minimum Rest Period

- (a) For Salaried Employees (including Inspector Vehicle Regulations), and unless specific provisions apply, Employees shall not be required to be on duty for more than 16 consecutive hours. After being on duty for 16 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where the Employee is directed to resume without having a rest break of eight consecutive hours payment shall be at the rate of double ordinary time until the Employee is released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rates.
- (b) Professional Engineers who work overtime are entitled to:
- (i) a minimum rest period of at least eight consecutive hours off work between ordinary hours shifts;
 - (ii) not being required to be on duty for more than 16 consecutive hours;
 - (iii) a minimum rest break of at least four consecutive hours after working for more than 16 consecutive hours;
 - (iv) payment at the rate of double time or double time and a half on a public holiday until released from work, if the Employee is recalled to work without having had at least eight consecutive hours off work;
 - (v) a further rest period of at least eight consecutive hours if the Employee is recalled to work without initially having had at least eight consecutive hours off work;
 - (vi) if an Employee's usual ordinary hours occur during the minimum rest period of eight hours in (i)-(v) above, the Employee will be paid at their normal salary for the time they are absent.

24. Flexible Working Practices

- 24.1 RMS recognises the importance of ensuring Employees maintain a work/life balance. Workplace flexibility underpins staff performance and productivity and is a key contributor to the achievement of RMS' corporate objectives. It also contributes to the attraction and retention of people with valuable skills, and assists the participation of diverse groups in the workforce.
- 24.2 RMS supports a number of workplace flexibility initiatives and will not unreasonably refuse an Employee's request for flexible working options as long as the arrangements can be structured to maintain business efficiency and productivity.
- 24.3 In addition to leave and flex-time/time in lieu initiatives, examples of workplace flexibility initiatives that can be considered include:
- (a) Teleworking (including working from home or a specified RMS Telecentre)
 - (b) Changing from full-time to part-time employment on a temporary or permanent basis
 - (c) Job-sharing
 - (d) Phased retirement arrangements
 - (e) Other negotiated flexible working requests
- 24.4 Consideration and approval of flexible working initiatives is in accordance with the RMS Workplace Flexibility Policy and associated documents.

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS

25. Annual Leave

- 25.1 Subject to this clause, annual leave is in accordance with the Annual Holidays Act, as in force from time to time.
- 25.2 Where operational requirements permit, the wishes of the Employee will be taken into account on the time annual leave is taken.
- 25.3 Employees accrue annual leave at the rate of one and two-thirds days per month from the date of appointment. Employees entitled to an extra week's annual leave, accrue the additional annual leave at the appropriate rate.
- 25.4 An Employee is entitled to be paid in advance for periods of approved annual leave.
- 25.5 Additional Conditions applicable to Salaried Employees
- (a) The following Salaried Employees are entitled to accrue five additional days of annual leave per annum accruing monthly if:
 - (i) they are in receipt of a Remote Area Allowance prescribed in subclause 20.6;
 - (ii) they are stationed at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah or Narrabri; or
 - (iii) they are employed on a six or seven-day week three shift roster.
 - (b) Salaried Employees entitled to accrue five days additional annual leave per annum in accordance with subclause 25.5(a) can cash out the monetary value of the additional five days leave once in any twelve month period.

- (c) Annual leave will not accrue during any period that a Salaried Employee is absent without pay if the period of absence exceeds 28 consecutive days.
- (d) Salaried Employees must take at least two consecutive weeks of annual leave every 12 months, unless otherwise approved in special circumstances.
- (e) The Employer may notify Salaried Employees when accrued annual leave reaches six weeks. Salaried Employees may be directed to take at least two weeks annual leave within three months of the notification at a time convenient to the Employer.
- (f) The Employer may notify Salaried Employees when accrued annual leave reaches eight weeks. Salaried Employees will be directed to take at least two weeks annual leave within six weeks of the notification at a time convenient to the Employer.

25.6 Additional Conditions applicable to Professional Engineers

- (a) Professional Engineers are entitled to accrue five additional days of annual leave per annum accruing monthly if:
 - (i) they are in receipt of a Remote Area Allowance in accordance with subclause 20.6; or
 - (ii) their headquarters is at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah or Narrabri; or
 - (iii) they are employed as a six or seven-day continuous shift worker.
- (b) Professional Engineers entitled to accrue five days additional annual leave per annum in accordance with subclause 25.6(a) can cash out the monetary value of the additional five days leave once in any twelve month period.
- (c) Professional Engineers do not accrue annual leave during periods of leave without pay which exceed more than 20 consecutive working days.

25.7 Conditions applicable to Maritime Employees

- (a) The following Maritime Employees are entitled to accrue five additional days of annual leave per annum accruing monthly:
 - (i) Boating Safety Officers working weekends and public holidays;
 - (ii) Maritime Environmental Services Team Leaders and Maritime Environmental Service Officers; and
 - (iii) Maritime Employees stationed indefinitely in a remote area of the State being the Western and Central Division of the State described as such in the Second Schedule to the Crown Lands Consolidation Act 1913.
- (b) Maritime Employees are subject to the specific provisions regarding the taking of annual leave contained in section 8 of Part B.
- (c) The maximum annual leave balance of a Maritime Employee will be no more than 30 days (or pro rata equivalent for part-timers) by the end of the NSW school holidays in July each year. Where an Employee does not voluntarily schedule leave to meet the required target the Maritime Employee will be directed to take leave.
- (d) An Employee may elect, with the consent of the Employer, to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or time agreed by the parties in order to meet their personal carer's responsibilities.

- (e) A Maritime 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 in order to meet their personal carer's responsibilities.

25.8 Payment of Leave Upon Cessation of Employment

- (a) When Employees cease employment with the Employer, they will be paid the value of their annual leave as a lump sum.
- (b) The monetary value of their leave is calculated based on the number of working days accumulated and includes any public holiday that would have occurred if that time had been worked.
- (c) Salaried Employees and Professional Engineers may elect, prior to their last day of employment, to take either the whole or part of their annual leave due on their last day as annual leave, instead of receiving a lump sum payment in lieu of the leave.
- (d) If (c) applies then:
 - (i) annual leave continues to accrue during the period taken as annual leave and this accrual is paid on the final date of service,
 - (ii) the ordinary rate of pay will be increased by any increment which the Employee becomes eligible for during the period of annual leave, and
 - (iii) the final date of service is recognised as the final day of the annual leave taken.

25.9 Sick Leave While on Annual Leave

- (a) Employees who are sick during annual leave and wish to claim sick leave must provide a satisfactory medical certificate for that period.
- (b) If approved, the annual leave accrual is re-credited with that equivalent period of sick leave.
- (c) Employees are not entitled to claim sick leave when on annual leave if the annual leave has been taken in conjunction with a resignation or the termination of services, unless the Employee is retiring.

25.10 Annual Leave Loading for Salaried Employees

- (a) Salaried Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated up to a maximum salary of USS Grade 11.
- (b) The annual leave loading shall be paid to Salaried Employees subject to the following conditions:
 - (i) The full entitlement to the loading on annual leave that a Salaried Employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year a Salaried Employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
 - (ii) In the event of no such absence occurring by 30 November of the following year, a Salaried Employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.

- (iii) Shift Workers - Unless determined otherwise, shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 percent annual leave loading as herein prescribed, whichever is the more favourable. Payment of shift premiums and penalty rates shall not be made for public holidays which fall on a seven-day shift worker's rostered day off. In the case of seven-day continuous shift workers, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
- (iv) On cessation of employment, other than termination of the Salaried Employee for misconduct, a Salaried Employee who has not taken annual leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

26. Sick Leave

26.1 An Employee is entitled to take paid accrued sick leave in accordance with this clause, for periods where the Employee is unable to perform their duties because of an illness or injury. Paid sick leave will not be granted during periods of Leave Without Pay.

26.2 Entitlement and Accrual for Employees

- (a) Sick leave on full pay accrues day by day to Salaried Employees at the rate of 15 days for each year of service and is cumulative.
- (b) At the commencement of employment with the Employer Employees will be granted an accrual of 5 days sick leave.
- (c) After the first four months of employment Employees shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- (d) After the first year of service Employees shall accrue sick leave fortnightly at the rate of 15 working days per year of service.
- (e) Additional Special Sick leave may be granted in the following circumstances:
 - (i) the person has 10 or more years of continuous service;
 - (ii) the person has been or will be absent for more than three months; and
 - (iii) the person has exhausted or will exhaust available paid sick leave.

The additional period of sick leave may be granted on the basis of one month for each completed 10 years of service plus 10 calendar days, less all Additional Special Sick Leave taken during service.

- (f) Extended Special Sick Leave may be granted at the discretion of the Chief Executive in the following circumstances:
 - (i) Where an Employee has exhausted the grant of all forms of sick leave that are available to the Employee, application may be made to the Chief Executive for Extended Special Sick Leave.
 - (ii) Extended Special Sick Leave is designed for long term illness or injury and may only be sought after other forms of sick leave have been exhausted.
 - (iii) RMS will require medical evidence to support such applications.

- (g) Employees who are ex-services personnel and have an a war caused disability (being an illness or injury resulting from armed service in a recognised war zone) accepted by the Department of Veterans' Affairs will be granted additional annual leave entitlement of 15 days per calendar year non-cumulative.

26.3 Entitlement and Accrual for Professional Engineers

- (a) At the commencement of employment with the Employer, a full time Professional Engineer is granted an accrual of 5 days sick leave.
- (b) After the first four months of employment, the Professional Engineer shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- (c) After the first year of service, the Professional Engineer shall accrue sick leave fortnightly at the rate of 15 working days per year of service.
- (d) Sick leave is cumulative.
- (e) An additional period of sick leave may be granted in the following circumstances:
 - (i) the person has 10 or more years of continuous service;
 - (ii) the person has been or will be absent for more than three months; and
 - (iii) the person has exhausted or will exhaust available paid sick leave.

The additional period of sick leave may be granted on the basis of one month for each completed 10 years of service plus 10 calendar days, less all Additional Special Sick Leave taken during service.

- (f) Employees who are ex-services personnel and have an a war caused disability (being an illness or injury resulting from armed service in a recognised war zone) accepted by the Department of Veterans' Affairs will be granted additional annual leave entitlement of 15 days per calendar year non-cumulative.
- (g) Sick leave without pay shall count as service for the accrual of annual leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.

26.4 Notification and Evidence requirements

- (a) An Employee must inform their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the Employee's starting time as possible.
- (b) The granting of paid or unpaid sick leave is subject to the Employee:
 - (i) providing notice of the absence as per subclause 26.4(a); and
 - (ii) appropriate evidence requirements in subclause 26.4(c)-(f).
- (c) For Salaried Employees and Professional Engineers, an Employee absent on account of sickness for more than two consecutive days, or a total of five days in any one year, or when otherwise requested by the Employer, must provide medical certificates or other evidence showing the nature of the illness and its probable duration.
- (d) In the case of extended absence, an Employee may be required to furnish fresh medical certificates each week or submit to an examination by a medical practitioner nominated by the Employer.

- (e) Maritime Employees absent on account of sickness must provide a valid medical certificate for any period exceeding 5 days in any one year or when otherwise requested by the Employer.
- (f) Backdated medical certificates will not be accepted. If an Employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Employer is satisfied that the reason for the absence is genuine.
- (g) If the Employer is concerned about the diagnosis described in the evidence of illness produced by the Employee, after discussion with the Employee, the Employee's application for leave and the evidence provided can be referred to an approved medical practitioner for advice. The type of leave granted to the Employee will be based on such advice. If sick leave is not granted, the Employer will consider the wishes of the Employee when determining the type of leave to be granted.
- (h) Employees on an Absence Management Program may not be offered or directed to work overtime.

27. Carer's Leave

27.1 Carer's Leave may be available to assist Employees in relation to categories of persons who need the Employee's care and support to provide such care when a specified person is ill.

27.2 Entitlement for Salaried Employees and Professional Engineers

In this subclause 'Employee' means Salaried Employees and Professional Engineers.

- (a) Employees will be able to elect to use available paid sick leave that has been accumulated over the previous three years, subject to the conditions specified in this subclause, to provide short term care and support when a person identified in paragraph (d) of this clause is ill and requires the Employee's care and support.
- (b) In special circumstances, Employees may be granted additional sick leave from their sick leave entitlement accumulated during their employment.
- (c) Employees will be entitled to Carer's Leave when:
 - (i) their entitlements to FACSLS is exhausted; and
 - (ii) they are responsible for the care and support of a category of person set in paragraph (d) of this subclause.
- (d) Employees will be entitled to Carer's Leave for the care and support of an ill:
 - (i) Family Member;
 - (ii) relative who is a member of the same household where, for the purposes of this definition:
 - (A) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (B) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (C) 'household' means a family group living in the same domestic dwelling.
- (e) The Employee shall, if required:

- (i) establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person; or
 - (ii) establish by production of acceptable documentation, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (f) In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

27.3 Entitlement for Maritime Employees

- (a) Paid leave of up to 5 days per calendar may be granted to Maritime Employees to provide short term care or support when a person identified in paragraph (d) of subclause 27.2 (Carer's Leave Entitlement for Salaried Employees and Professional Engineers) is ill and requires the Employee's care and support.
- (b) Paid Leave may also be provided for Maritime Employees in the case of the death of a person identified in paragraph (d) of subclause 27.2 (Carer's Leave Entitlement for Salaried Employees and Professional Engineers). In the case of bereavement, if carer's leave has been exhausted, then Special Leave can be requested. Casual Employees, although not entitled to payment for Carer's Leave or Bereavement Leave, shall be entitled to not be available to attend work or to leave work upon the death of a family member in Australia, and subject to satisfactory evidence.
- (c) For Casual Employees engaged in Maritime, who seek to not be available to attend work upon the death of a family member, the period of which the Employee will be entitled to not be available to attend work shall be agreed to between the parties, or in the absence of agreement the Employee is entitled to not be available to attend work for up to 48 hours per occasion. The Employer must not fail to re-engage a casual Employee because they accessed such leave, and the rights of the Employer to engage or not engage a Casual Employee are not affected. The Casual Employee should, as soon as reasonably practicable, inform the Employer or their inability to attend for duty.
- (d) If carer's leave has been exhausted, then untaken sick leave of up to 5 days a year may be accessed for the current year and the three previous years.
- (e) A Maritime Employee may elect, with the consent of the Employer, to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or time agreed by the parties in order to meet their carer's responsibilities.
- (f) A Maritime 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 in order to meet their carer's responsibilities.
- (g) The Employee shall, if required, establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person.

27.4 Entitlement for casual Employees

- (a) Casual Employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 27.2(d) who is sick and requires care due to an unexpected emergency, or the birth of a child.
- (b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

- (c) If required by the Employer, the Employee must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (d) The Employer will not fail to re-engage Casual Employees because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the Employer to otherwise engage or not engage Casual Employees are not affected.

28. Family and Community Service Leave

- 28.1 Employees may be granted FACSL for reasons related to unplanned and emergency family responsibilities or other specified emergencies and may include, but are not limited to, the following:
- (a) for reasons related to responsibilities for a Family Member ;
 - (b) for reasons related to the death of a Family Member or relative;
 - (c) for reasons related to performance of community service; or
 - (d) in case of pressing necessity, natural disaster or major transport disruption.
- 28.2 The maximum amount of FACSL that an Employee will accrue at ordinary rates is:
- (a) two and a half days in the first 12 months of service;
 - (b) two and a half days in the second year of service; and
 - (c) one day for each completed year of service, less the total amount of any FACSL already taken by the Employee.
- 28.3 Part-time Employees are entitled to FACSL on a pro-rata basis, based on the number of hours worked.
- 28.4 If available FACSL is exhausted, on the death of a Family Member or relative, additional paid FACSL of up to 2 days may be granted on a discrete, per occasion basis to a Professional Engineer (or up to 3 days if the Employee is a Salaried Employee).
- 28.5 If available FACSL is exhausted as a result of natural disasters, RMS shall consider applications for additional FACSL if some other emergency arises.
- 28.6 RMS may also grant Employees other forms of leave such as accrued annual leave, time off in lieu and flex leave for family or community service responsibilities.
- 28.7 Employees who have had immediate previous employment in the NSW Public sector may transfer their FACSL from their previous Employer.
- 28.8 Bereavement Leave for Casuals
- (a) Casual Employees are entitled to be unavailable to work, or may leave work, if a Family Member or relative as defined in subclause 27.2(d) (Carer's leave) dies.
 - (b) Casual Employees can be unavailable to work for up to 48 hours (two days work). However, the Employee and the Employer can also make an agreement on a timeframe for the absence that is either longer or shorter than 48 hours (or two days), as required. This agreement must be made before the Employee is absent from work or makes themselves unavailable to work.
 - (c) Casual Employees will not be paid when they are unavailable to work or leave work in accordance with this clause.
 - (d) The Employer may require casual Employees to produce evidence, such as a death certificate or statutory declaration, providing details of the circumstances of the death.

- (e) The Employer will not fail to re-engage casual Employees because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the Employer to otherwise engage or not engage casual Employees are not affected.

29. Maternity, Adoption and Parental Leave

29.1 General Provisions

- (a) Maternity, Adoption and Parental Leave is available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
 - (i) for Maternity Leave and Other Parent Leave, an unbroken period of two weeks at the time of birth of the child;
 - (ii) for Adoption Leave, an unbroken period of up to three weeks at the time of the placement of the child.
- (b) Employee can access available accrued annual or long service leave during any period of maternity, adoption or parental leave, provided that such leave taken does not extend the period of leave.

29.2 Maternity Leave

- (a) General
 - (i) Maternity leave is available to female Employees (including those employed as casuals who have worked on a regular and systemic basis with RMS for at least 12 months) to enable them to take leave in connection with the pregnancy or birth of a child.
 - (ii) An Employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (b) Paid Maternity Leave

Employees who are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service prior to the commencement of Parental Leave are entitled to paid maternity leave at their ordinary rate of pay for:

 - (i) up to fourteen weeks, or
 - (ii) the period of maternity leave taken,

whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.
- (c) Unpaid Maternity Leave
 - (i) Pregnant Employees are entitled to maternity leave:
 - (A) on a full-time basis for a period of not more than nine weeks prior to the expected date of giving birth; and
 - (B) for a further period ending not more than 12 months after the date of giving birth.
- (d) Where the pregnancy ends not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiate their date of return to work with the Employer.

- (e) Where an Employee has a pregnancy related illness, the Employee is entitled to take paid sick leave or accrued annual leave or extended leave or unpaid special maternity leave.

29.3 Adoption Leave

(a) General

- (i) Employees are entitled to adoption leave when they are to be the primary care giver of either an adopted child or a child subject to a parentage order made under the Surrogacy Act 2010.
- (ii) Adoption leave commences on the date that the Employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child.

(b) Paid Adoption Leave

Employees who are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service prior to the commencement of adoption leave are entitled to paid leave at their ordinary rate of pay for:

- (i) fourteen weeks, or
 - (ii) the period of adoption leave taken,
- whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

(c) Unpaid Adoption Leave

- (i) Employees are entitled to adoption leave for a maximum period of 12 months.
- (ii) If approved, unpaid adoption leave may be taken as:
 - (A) part-time for a period not exceeding two years; or
 - (B) partly full-time and partly part-time over a proportionate period of up to two years.

(d) Special Adoption Leave

An Employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. As an alternative to special adoption leave an Employee can elect to charge the period of leave against annual leave, extended leave, flex leave or family and community service leave.

29.4 Parental Leave

(a) General

- (i) Parental leave will be granted for a period of up to 12 months to Employees who are not entitled to maternity or adoption leave to enable parents to share in the responsibility of caring for their young children.
- (ii) Parental leave may commence at any time up to two years after the date of birth of a child or the date of placement of an adopted child.

- (iii) Parental leave is granted without pay except as provided in paragraph (d) of this subclause.
- (b) Short other parental leave - an unbroken period of up 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption or surrogacy, from the date of taking custody of the child.
- (c) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the Employee as provided for in paragraph 29.8(b) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (d) Paid Parental Leave
 - (i) Employees who have completed at least 40 weeks continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:
 - (A) One week on full pay, or
 - (B) Two weeks on half pay.
 - (ii) The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.

29.5 Annual and extended leave during maternity, adoption or parental leave

An Employee may elect to take available annual leave or extended leave within the period of maternity, adoption or parental leave provided this does not extend the total period of such leave.

29.6 Subsequent maternity or adoption leave - pay rate

An Employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:

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

29.7 Alternative Duties

- (a) If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the Employer, should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- (b) If such adjustments cannot reasonably be made, the Employee may elect, or the Employer may require the Employee to commence Maternity Leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born, whichever is the earlier.

29.8 Communication during Maternity, Adoption and Parental Leave

- (a) Where Employees are on maternity, adoption or parental leave and RMS makes a definite decision to introduce significant change at the workplace, RMS will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing maternity, adoption or parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position held before commencing maternity, adoption or parental leave.
- (b) Employees must take reasonable steps to inform RMS about any significant matter that will affect the Employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) Employees must notify RMS of changes of address or other contact details which might affect RMS' capacity to comply with paragraph (a) above.

29.9 Right to Request

- (a) An Employee who has taken leave in accordance with subclause 29.2, 29.3 or 29.4 may make a request to the Employer to:
 - (i) take leave part-time over a period not exceeding two years, or partly full-time and partly part-time over a proportionate period of up to two years;
 - (ii) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months (on a full time basis);
 - (iii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);
 - (iv) have part-time hours structured in a way to enable carer responsibilities to be fulfilled.

to assist the Employee in reconciling work and parental responsibilities.
- (b) The Employer shall consider a request under subclause (a)(ii) and (iii) above 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.

29.10 Return to Work

- (a) An Employee has the right to her/his former position if she/he has taken leave in accordance with subclause 29.2, 29.3, 29.4 or 29.9(a) and she/he resumes duty immediately after the approved leave or work on a part time basis,
- (b) If the position occupied by the Employee immediately prior to the taking of leave in accordance with subclause 29.2, 29.3, 29.4 or 29.9(a) has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position for which they are qualified subject to availability.

29.11 The Employer shall not fail to re-engage a regular casual Employee (see section 53(2) of the Industrial Relations Act 1996) because:

- (a) the Employee or the spouse is pregnant, or

- (b) the Employee is or has been immediately absent on maternity leave or adoption leave.

Provided the rights of the Employer in relation to engagement or re-engagement of casual Employees are not affected, other than in accordance with this clause.

30. Lactation Breaks

- 30.1 A lactation break is provided to lactating mothers for the purposes of breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided in this Award.
- 30.2 A full time Employee or a part time Employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 30.3 A part time Employee working 4 hours or less per day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 30.4 A flexible approach to the timing and general management of lactation breaks must be taken by the Employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the Employee.
- 30.5 The RMS will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, will be provided where practicable.
- 30.6 Where it is not practicable to provide the appropriate space or facilities, discussions between the manager and the Employee will take place to attempt to identify reasonable alternative arrangements for the Employee's lactating needs.
- 30.7 The manager and Employee may be guided by the following considerations in determining the reasonableness and practicality of any proposed alternate arrangement:
- (a) whether the Employee is required to work at a site that is not operated or controlled by the RMS;
 - (b) whether the Employee is regularly required to travel in the course of performing their duties;
 - (c) whether the Employee performs field-based work where access to the facilities in subclause 30.5 are not available or cannot reasonably be made available; and
 - (d) the effect that the arrangements will have on the Employee's lactating needs.
- 30.8 Employees experiencing difficulties in effecting the transition from home-based breast feeding to the workplace will have reasonable telephone access to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System. Access to the service:
- (a) shall be granted during paid time;
 - (b) is limited to a reasonable period of time (i.e. if the Employee requires extended periods of consultation, the Employee may utilise the provisions of subclause 30.9), and
 - (c) must be at a time that is mutually convenient to both the Employee and the RMS
- 30.9 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breast feeding and the transition to the workplace may utilise sick leave in accordance with clause 26 (Sick Leave) of this Award, or time in lieu (TIL), or access the flexible working hours scheme provided in clause 21 (Hours of Work) of this Award, where applicable.

31. Extended Leave

31.1 General

- (a) Subject to this clause, extended leave for Employees will accrue and be granted in accordance with Schedule 5 of the Transport Administration Act 1988 as in force from time to time.
- (b) Extended leave must be applied for and approved in advance. Extended leave is granted subject to operational and other business requirements. Subject to the Employer's approval, extended leave may be taken at a time convenient to the Employer for a minimum period of one hour at full pay, half pay or double pay.

31.2 Extended Leave Entitlements

- (a) An Employee who has completed 10 years of continuous service with the Employer, in accordance with Schedule 5 of the Transport Administration Act 1988, is entitled to extended leave of:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.
- (b) For each additional calendar year of service completed in excess of 10 years, Employees accrue 11 working days extended leave.
- (c) Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 5 of the Transport Administration Act 1988, are entitled to access the extended leave accrual indicated in subparagraph (a) above on a pro rata basis of 4.4 working days per completed year of service.
- (d) Employees who are employed part-time, or as a casual with a regular and consistent pattern of employment with the Employer, are entitled to extended leave on the same basis as that applying to a full-time Employee but payment for the leave is calculated on a pro rata basis.
- (e) All previous full-time and part-time service with RMS, the former RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Agency, and Maritime Authority of NSW and its predecessor organisations, is to be taken into account as service when determining the appropriate rate of accrual of extended leave for Employees employed on a full-time or part-time basis with the RMS.
- (f) Permanent service with other NSW government bodies will also be recognised by RMS in accordance with the Government Sector Employment Act 2013 (NSW). Extended Leave may also be transferred from Commonwealth and interstate government agencies in accordance with Schedule 2 of the Government Sector Employment Regulation 2014.
- (g) Nothing in subparagraphs (e) or (f) of this subclause entitles an Employee to payment for previous service recognised where the accrual for that service has previously been taken as leave or paid out on termination.

31.3 Payment of Extended Leave

- (a) If an Employee's ordinary hours of work are constant, payment is made at the current rate of pay.
- (b) Where an Employee is part-time or casual and the Employee's ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:

- (i) the past 12 months, or
 - (ii) the past 5 years
- whichever is the greater.
- (c) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
 - (d) Payments will be increased to reflect any increment action an Employee becomes eligible for while absent on extended leave.
 - (e) An Employee who takes extended leave whilst in service may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

31.4 Sick leave while on Extended Leave

- (a) An Employee is only entitled to claim sick leave that occurs during an absence on extended leave when sick for five or more consecutive working days.
- (b) To claim sick leave, an Employee must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the extended leave balance is accredited with:
 - (i) the equivalent period of sick leave, if taking leave on a full or half pay basis; or
 - (ii) the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance, if taking leave on a double pay basis.
- (d) If extended leave is taken at double pay, the Employer will recoup any allowance already paid for the period being claimed as sick leave.
- (e) These sick leave provisions apply if an Employee takes extended leave prior to retirement but not extended leave prior to resignation or termination of services.

31.5 Public Holidays while on Extended Leave

- (a) The days set out in clause 39 (Public Holidays), of this Award that fall while an Employee is absent on extended leave are not recognised as extended leave and are not deducted from the Employee's extended leave balance.
- (b) Payment due for the days set out in clause 39 (Public Holidays) is calculated on the Employee's ordinary hours of work and paid at single time, even if the Employee has chosen to take extended leave at half-pay or double pay.

31.6 Effect of Approved LWOP on Extended Leave Entitlements

- (a) For Employees who have completed 10 years continuous service (inclusive of service recognised in accordance with paragraphs (e) and (f) of subclause 31.2), any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.
- (b) Where a Salaried Employee or a Professional Engineer has completed 10 years continuous service (inclusive of service recognised in accordance with paragraphs (e) and (f) of subclause 31.2), approved LWOP for the reasons listed below counts as service for extended leave accrual:
 - (i) military service (e.g. Army, Navy or Air Force);
 - (ii) major interruptions to public transport; and

- (iii) periods on leave accepted as workers compensation leave.

31.7 Payment of Extended Leave on Termination

- (a) An Employee, who is entitled to extended leave on termination of service, including retirement, is paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) If an Employee is employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) If an Employee is employed on a part-time or casual basis, payment is calculated as per subclause 31.3(b).
- (d) Employees who have at least five years' service but less than seven years' service (inclusive of service recognised in accordance with paragraphs (e) and (f) of subclause 31.2) are paid a pro-rata of the extended leave entitlement if employment is terminated:
 - (i) by the Employer for any reason other than serious and intentional misconduct;
 - (ii) by the Employee in writing on account of illness, incapacity or domestic or other pressing necessity; or
 - (iii) on retirement for Salaried Employees and Professional Engineers only.
- (e) In the event of paragraph (d) of this subclause above applying, any period of leave without pay taken does not count as service.

32. Special Leave

32.1 Employees will be granted special leave where they make an application and meet the requirements specified in this clause. Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

- (a) Jury Duty
 - (i) An Employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the Employee.
 - (ii) An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons will continue to be paid their ordinary rate of pay. This payment will be reimbursed to the Employer if upon return to duty after discharge from jury service, an Employee does not furnish to the Employer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the Employee during any such period and the details of any payment or payments made to the Employee under the Jury Act 1977 in respect of any such period.
 - (iii) An Employee must on receipt of any payment or payments made to the Employee under the Jury Act 1977 in respect of the period of jury duty (except for out of pocket expenses) pay that amount to the Employer.
- (b) Witness at Court - Official Capacity - When an Employee is subpoenaed or called as a witness in an official capacity, the Employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the Employee in connection with the Employee's appearance at court as a witness in an official capacity shall be paid by the Employer.
- (c) Witness at Court - Crown Witness

- (i) An Employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the Employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the Employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.
- (ii) An Employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.
- (d) NAIDOC Week - Aboriginal and Torres Strait Islander Employees shall be granted up to one day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides their supervisor with reasonable notice.
- (e) Special Leave - Citizenship - Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.
- (f) Domestic Violence - When the leave entitlements referred to in clause 37 (Leave for Matters Arising from Domestic Violence) have been exhausted, the Employer shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from Domestic Violence situations. Documentation proving the occurrence of domestic violence is required and may be issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (g) Blood Donation - Special leave, including travelling time, is granted to Employees who do not require a relief, to donate blood. Employees are expected to attend the donation point nearest to their work location.
- (h) Bone Marrow - Employees who are listed in the Australian Bone Marrow Donor Registry and are called on to donate are granted up to 5 days Special Leave per occasion to donate bone marrow, subject to the production of a medical certificate from a registered medical practitioner.
- (i) Electoral Returning Officer - Employees appointed as Returning Officers by the State Electoral Office and who provide proof of such appointment, are eligible for:
 - (i) up to 4 weeks Special Leave before the polling day or date of writ, and up to 3 weeks after polling day if required by the Electoral Commissioner;
 - (ii) 1 day of Special Leave to attend a returning officer's election seminar;
 - (iii) up to 3 days Special Leave to attend an election training course.
- (j) Sport - Employees are eligible for Special Leave of up to 4 weeks to compete in or officiate at National Titles, the Olympic, Paralympic or Commonwealth Games.
- (k) Retirement Seminar - Employees approaching retirement are entitled to 2 days Special Leave to attend retirement planning seminars conducted by the State Authorities Superannuation Board.
- (l) Emergency Services
 - (i) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.

- (ii) For any other emergency other than a declared emergency, Employees are entitled to a maximum of 5 days Special Leave per year. Proof of attendance at the emergency is required.
- (iii) Where an Employee is required to attend a course approved by the Rural Fire Service, the Employee will be granted up to 10 days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
- (iv) Where an Employee is required to attend a course required by the State Emergency Services (SES), the Employee will be granted Special Leave for the duration of the course, provided the SES advises the Employer that the staff member is required to attend.
- (v) Employees are entitled to take an additional 1 day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.
- (vi) Employees who are Police volunteers are eligible for Special Leave to attend up to 2 training programs per year - 3 days per program. Leave is inclusive of all travel time and attendance per program at Goulburn Police Academy.
- (m) Participation in graduation ceremonies, and attending professional or learned societies' conferences, etc.
- (n) Ex-Armed Services Personnel for attending RSL Conference and Congress or to attend the Hospital Medical Review Board, etc.
- (o) Duties associated with holding official office in Local Government.

33. Examination and Study Leave

Employees may be granted leave to undertake study and enable them to attend examinations. The terms and conditions on which study leave and examination leave may be granted are set out in the RMS Study and Exam Leave Procedure, as amended from time to time.

34. Military leave

- 34.1 During the period of 12 months commencing on 1 July each year, the Employer shall grant an Employee who is a member of the Australian Defence Forces, military leave at the ordinary rate of pay to undertake compulsory training education, instruction or parades.
- 34.2 Up to 24 working days military leave per financial year shall be granted by the Employer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 34.1 of this clause.
- 34.3 Employees must provide evidence to the Employer from the commanding or responsible officer:
 - (a) before the event, certifying that the Employee is a member of the defence force and outlining that their attendance at the event is necessary; and also
 - (b) after the event, certifying the dates on which the Employee attends the event.
- 34.4 Unused military leave does not accumulate.
- 34.5 Employees may apply for up to one day special leave to undertake medical examinations and tests for acceptance as a member of the Australian Defence Forces.
- 34.5 Employees may apply for special leave for the minimum time necessary to travel to and/or from annual camp provided that:
 - (a) the travel is undertaken during a time when the Employee would normally be at work and

- (b) the Employee receives no pay from the Australian Defence Forces for the period granted as special leave.

35. Purchased Leave

- 35.1 Salaried Employees and Professional Engineers may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks), 15 days (3 weeks) or 20 days (4 weeks) additional leave in a 12 month period. Maritime Employees may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 35.2 Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- 35.3 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 35.4 The leave will count as service for all purposes.
- 35.5 The purchased leave will be funded through the reduction in the Employee's ordinary rate of pay for the 12 month period of the Purchased Leave Agreement.
- 35.6 The reduced rate of pay for the period of the Purchased Leave Agreement (purchased leave rate of pay) will be the Employee's ordinary annual salary rate less the number of weeks of purchased leave multiplied by the Employee's ordinary weekly rate of pay, annualised at a pro rata rate over the 12 month period.
- 35.7 Purchased leave is subject to the following provisions:
 - (a) The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the 12 month Purchased Leave Agreement period.
 - (b) All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual leave, extended leave or leave in lieu, will be paid at the purchased leave rate of pay.
 - (c) Sick leave cannot be taken during a time when purchased leave is being taken.
 - (d) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - (e) Overtime and salary related allowances not paid during periods of annual leave will be calculated using the Employee's hourly rate based on the ordinary rate of pay.
 - (f) A higher duties payment will not be paid when purchased leave is being taken.
- 35.8 Specific conditions governing purchased leave may be amended from time to time by the Chief Executive in consultation with the Union parties.

36. Observance of Essential Religious and Cultural Obligations

- 36.1 Provided adequate notice as to the need for the leave is given by the Employee to the Employer and it is operationally convenient to release the Employee from duty, an Employee of:
 - (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or

- (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,

will be granted annual/extended leave, flex leave or LWOP to observe such obligations.

37. Leave for Matters Arising from Domestic Violence

- 37.1 Leave entitlements provided for in clauses 26 (Sick Leave), 27 (Carer's Leave) and 28 (Family and Community Service Leave), may be used by Employees experiencing Domestic Violence.
- 37.2 Where the leave entitlements referred to in subclause 37.1 above are exhausted, the Employer shall grant up to 5 days Special Leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.
- 37.3 The Employer will need to be satisfied, on reasonable grounds, that Domestic Violence has occurred and leave is required. The Employer may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 37.4 Personal information concerning Domestic Violence will be kept confidential by the Employer.
- 37.5 The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

38. Leave Without Pay

- 38.1 This clause applies to Salaried Employees and Maritime Employees. Professional Engineers are covered by clause 54.
- 38.2 An Employee wishing to take a period of leave without pay shall make application to the Employer specifying the reasons for such leave and the period of leave proposed.
- 38.3 Each application for leave without pay shall be considered by the relevant delegated manager on its merits, taking into account the wishes of the Employee and the requirements of the business unit. Leave without pay shall only be granted if business needs can be accommodated during the period of leave proposed.
- 38.4 RMS' Leave Without Pay Procedure outlines the entitlement, arrangements and affect of such leave.

39. Public Holidays

- 39.1 Subject to subclause 39.2, Employees are entitled, without loss of pay, to the following standard public holidays:
- (a) New Year's Day;
 - (b) Australia Day;
 - (c) Good Friday;
 - (d) Easter Saturday;
 - (e) Easter Sunday;
 - (f) Easter Monday;
 - (g) Anzac Day;
 - (h) Sovereign's Birthday;

- (i) Labour Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) an additional day between Boxing Day and New Year's Day (public service holiday),

and such other Local Public Holiday, public holiday/s or substitute day as ordered by the government from time to time up to a maximum of two gazetted local public holidays (or four half days) and provided the Employee works in the local area on the working day before and after a Local Public Holiday.

- 39.2 Employees are only entitled to be paid public holidays for the days on which they would ordinarily work, but for the holiday occurring.
- 39.3 Professional Engineers required to work on a Local Holiday or the Public Service Holiday are entitled to either time off in lieu as set out in subclause 23.5 or paid as per subclause 39.5 below.
- 39.4 Salaried Employees who have been granted leave without pay covering a total period of absence from duty of not more than two weeks, may be granted payment for public holidays occurring during such absence provided that such public holiday falls on days which would normally be working days.
- 39.5 Subject to subclause 39.6, Salaried Employees and Professional Engineers (including casual Employees) directed to work on a public holiday will be paid at the rate of double time and a half for the time worked.
- 39.6 Salaried Employees engaged on continuous work that is required to be carried out on a public holiday shall be paid for such work at the rate of double time.
- 39.7 BSOs of the Maritime Division in receipt of an annualised salary who are required to work on a public holiday are entitled to receive Time In Lieu for the day worked.

PART B - SPECIFIC PROVISIONS

SECTION 6 - SPECIFIC PROVISIONS FOR SALARIED EMPLOYEES (INCLUDING IVRs)

40. Shift Work Definitions

- 40.1 Subject to the specific provisions outlined in clauses 41, 42, 43 and 44:

- (a) For Salaried Employees (other than Inspector Vehicle Regulations):

Day shift means those shifts where ordinary hours are worked between 7.00am and 5.00pm Monday to Friday

Afternoon shift means those shifts where ordinary hours commence at or after noon Monday to Friday.

Night Shift means those shifts where ordinary hours finish at or before 10.00am Monday to Friday.

- (b) For Inspector Vehicle Regulations:

Day shift means those shifts where the ordinary hours of work are worked between 6.00am and 6.00pm.

Afternoon shift means those shifts where the ordinary hours of work commence at or after noon and before 4.00pm.

Night shift means those shifts where the ordinary hours of work commence at or after 4.00pm and before 6.00am.

41. Hours of Work and Additional Conditions for Motor Registry and Telephone Customer Service Centre Employees

41.1 Hours of Work

(a) Spread of Hours

The ordinary hours of work shall be within the spread of hours as follows:

Monday to Friday	7.50am to 5.20pm
Saturday	8.20am to 4.20pm

No Employee shall be required to work more than five consecutive hours without a meal break. A meal break shall be for a minimum of 30 minutes duration.

41.2 Change of Hours within Spread of Hours

(a) Any change to the trading hours of a Motor Registry or Telephone Customer Service Centre within the spread of hours as set out in subclause 41.1, shall be subject to the following consultative process:

- (i) the Employer shall notify the PSA in writing of any change to trading hours at least six weeks in advance of the date on which the change is proposed to take place;
- (ii) the PSA shall be given two weeks in which to provide any written comments on the proposed change;
- (iii) following consideration of any comments received, the Employer will notify the PSA in writing of the full details of its decision including the reasons for making such decision.

41.3 Standard Hours of Work

(a) Full Time Employees

- (i) The ordinary hours of work shall be 70 hours over a two week roster cycle.
- (ii) Full Time Employees in a Motor Registry or Telephone Customer Service Centre which trades on Saturdays, that are rostered to work one Saturday in two, shall work nine days during the two week roster cycle. Provided that Full Time Employees will, with the agreement of the Employer, be able to work ten days including Saturdays during the cycle.
- (ii) Subject to subclause 41.4, Rosters, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee.
- (iv) The minimum hours to be worked by Full Time Employees on a Saturday shall be four.

(b) Part time Employees

- (i) The minimum ordinary hours of work to be worked by Part Time Employees shall be 15 hours per week.
- (ii) The minimum ordinary hours to be worked by Part Time Employees shall be three.

- (iii) Part Time Employees shall not be required to work more than five consecutive days in any fortnight roster cycle.
- (iv) Part Time Employees shall not be required to work more than one Saturday in two except by mutual agreement.
- (v) Notwithstanding the days specified, Part Time Employees may be required by the Employer to work on Saturdays. In such case the specified days and/or hours on the specified days will be reduced accordingly to retain the specified hours as a minimum.
- (vi) Subject to subclause 41.4, Rosters, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee. The Employee can require up to three months between the agreement to change the specified span of hours or days and the implementation of the change.

41.4 Rosters

- (a) Rosters will be based on fortnightly periods and published monthly in advance. Rosters will be posted in a position accessible to Employees.
- (b) In the event of an emergency (for example, fire, flood, major transport disruption) the hours of work and/or the rostered starting and finishing times on any one day may be changed. Shortages and/or vacancies due to rostering are not an emergency for the purposes of this subclause.
- (c) Where less than seven days notice is given by the Employer of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- (d) Mutual exchanges of rostered days between Employees shall be subject to the Employer' prior agreement.
- (e) Where Employees are rostered in such a fashion that the days on which they are rostered to work fluctuate from week to week, an Employee rostered off work on a public holiday being a day on which the Employee usually works shall be paid by mutual agreement between the Employer and the Employee in one of the following methods:
 - (i) payment of an additional day's salary;
 - (ii) addition of one day to the Employee 's annual holidays;
 - (iii) an alternate day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.

Provided that for this subclause "day" is the number of hours the Employee would have worked were the Employee rostered on that day.
- (f) The Employer can, on up to three Saturdays each calendar year, require Employees to attend a training session after trading hours and within the spread of hours as set out in subclauses 41.1, 41.2 and 41.3. The time spent on training will be adjusted as part of the Employee's ordinary hours. The Employee will be rostered off for one equivalent block of hours during that roster cycle or during either of the next two roster cycles.

41.5 Loadings for Certain Ordinary Hours

- (a) Payment for all ordinary hours of duty Monday to Friday shall be at the ordinary salary rate.
- (b) For full-time and part-time Employees payment for all ordinary hours of duty on Saturday shall be at the ordinary salary rate plus 50 per cent. For casual Employees the payment for all ordinary

hours of duty on Saturday shall be 1.66 times the Monday to Friday ordinary hourly rate for the first year of the classification in which they are employed, except for Registry Services Officers 21 years of age and over who shall be paid the fourth year of that classification.

- (c) Where part-time Employees work in excess of the rostered hours for a day and within the spread of ordinary hours of duty as set out in subclause 41.1, Monday to Friday, payment for time worked in excess of the rostered hours shall be made at the ordinary hourly rate.
- (d) Where part-time Employees are required to work in excess of the rostered hours on a Saturday - but within the spread of ordinary hours of duty for Saturday, as set out in subclause 41.1 of this clause, a loading of 50% as prescribed in subclause 41.5(b) shall apply.

41.6 Overtime

- (a) Full-time Employees shall be paid overtime for all time worked:
 - (i) outside the spread of ordinary hours of duty as set out in subclause 41.1.
 - (ii) before or after the daily ordinary hours of duty set out in the roster described in the provisions of Part C - Rosters of this clause and worked within the spread of hours of duty set out in subclause 41.1.
- (b) Part-time Employees and casual Employees shall be paid overtime for all time worked:
 - (i) outside the spread of ordinary hours of duty as set out in subclause 41.1.
 - (ii) in excess of 35 hours per week.
- (c) Where Employees are rostered on six consecutive days, work within the spread of ordinary hours of duty on the sixth day shall be paid at the overtime rate, and does not include loading in accordance with subclause 41.5.

42. Hours of Work and Additional Conditions for DRIVES Help Desk Employees

42.1 Spread of Hours

The ordinary hours of duty shall be within the spread of hours:

Monday to Friday	7.50am to 5.20pm
Saturday	8.20am to 4.20pm

No Employee shall be required to work more than five consecutive hours without a meal break. A meal break shall be for a minimum of 30 minutes duration.

42.2 Change of Hours within the Spread of Hours

Any change to the trading hours of the DRIVES Help Desk within the spread of hours shall be subject to the following consultative process:

- (a) The Employer shall notify the PSA in writing of any change to trading hours at least six weeks in advance of the date on which the change is proposed to take place.
- (b) The PSA shall be given two weeks in which to provide any written comments on the proposed change.
- (c) Following consideration of any comments received, the Employer shall notify the PSA in writing of the full details of its decision including the reasons for making such decisions.

42.3 Standard Hours of Work

The ordinary hours of duty for full time Employees shall be 70 hours worked over a two week roster cycle.

- (a) Full time Employees that are rostered to work one Saturday in two shall work nine days during the two week roster cycle, provided that subject to the Employer's agreement, they will be able to work ten days including Saturdays during the roster cycle.
- (b) Full time Employees shall not be required to work more than five consecutive days during the roster cycle.
- (c) Subject to subclause 40.4, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee.

42.4 Rosters

- (a) Rosters will be based on fortnightly periods and published monthly in advance. Rosters will be posted in a position accessible to Employees.
- (b) In the event of an emergency the hours of work and/or the rostered start and finishing times on any one day may be changed.
- (c) Where less than seven days notice is given by the Employer of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- (d) Mutual exchanges of rostered shifts between Employees shall be subject to the Employer's prior agreement.
- (e) Where Employees are rostered in such a fashion that the days on which they are rostered fluctuate from week to week, an Employee rostered off work on a public holiday being a day on which the Employee usually works shall be paid by mutual agreement between the Employer and the Employee in one of the following methods:
 - (i) Payment of an additional day's salary;
 - (ii) Addition of one day to the Employee's annual holidays;
 - (iii) An alternative day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.
 - (iv) Provided that for this clause "day" is the number of hours the Employee would have worked were the Employee rostered on that day.

43. Hours of Work and Additional Conditions for Work Support Employees

43.1 Definitions for the purpose of this clause:

WSO means Work Support Officers employed as members of the Transport Service in the RMS Group.

Competency means the combination of knowledge, skills and attributes that are needed for specific job related tasks.

43.2 Hours of Work

- (a) The ordinary hours of duty of WSOs shall be 35 hours per week between 7.00am to 5.30pm on 5 days per week, Monday to Friday inclusive.
- (b) A lunch break shall be taken of not less than 30 minutes in the WSO's time.

- (c) Working hours (ie a bank up of hours) will be in accordance with the following provisions:
- (i) An additional 22 minutes per day shall be worked on 19 days each four week work cycle to allow for the accumulated time off during the next four week cycle.
 - (ii) Subject to the provisions of this subclause one accrued day off may be taken in each four week work cycle. Such accrued day off will be observed between Monday to Friday (inclusive).
 - (iii) Where a WSO works on the accrued day off, the WSO may elect to have another day off in substitution thereof before the end of the succeeding work cycle. Such election should be granted where practicable, provided that in such case the accrued entitlements are transferred to the substituted day off.
- (d) WSOs absent from duty on any type of approved leave or a public holiday will be credited with 7 hours 22 minutes in respect of each day absent from duty. WSOs absent from duty on approved leave (sick leave, annual leave etc) will have 7 hours 22 minutes debited against their leave accrual for each day absent from duty.

43.3 Progression from Grade to Grade

- (a) WSO positions will only be created where the range of tasks at the location would eventually allow the incumbent to progress to Grade 3.
- (b) Progression from grade to grade need not depend upon the availability of an advertised job vacancy nor is it restricted by the number of WSOs already at a particular grade. Progression to another grade is totally dependent upon meeting the progression criteria detailed in the relevant policy/procedure.
- (c) Persons at the time of appointment as a WSO will be assessed to determine the grade at which they will commence. Once appointed to a grade, a WSO will need to meet the progression criteria in order to further progress through the grades.
- (d) Persons appointed as a WSO in training will remain at that level until they are eligible to progress to Grade 1.

43.4 Maintenance of grade and salary shall be dependent upon WSOs maintaining the required level of competence in the tasks for which they have been assessed and for which their grading and salary level has been determined. To ensure the level and currency of competencies, the WSO will undergo supplementary assessment of their tasks every two years to demonstrate that they have maintained their skills in those tasks.

44. Hours of Work for Traffic Supervisors

- 44.1 The ordinary working hours for Traffic Supervisors shall be 38 hours per week and shall be worked as a 20 day four week cycle with 19 working days of eight hours each in accordance with rosters, with 0.4 of one hour each day worked accruing as an entitlement to take, in each cycle, an accrued day off.
- 44.2 The accrued day off is subject to managerial prerogative to best suit the working needs of the organisation, provided that the accrued day off is to be taken between Monday and Friday (inclusive) during the day shift.
- 44.3 The ordinary hours of work shall not exceed 8 per day to be worked in a maximum of 10 shifts per fortnight, provided that not more than 6 consecutive shifts shall be worked in eight consecutive days. A shift may be worked on any day of the week, including Sunday, during any period of 24 hours. The times between which the ordinary hours may be worked may be altered by agreement between the Employer and the PSA.

- 44.4 Where the agreed accrued day off prescribed by subclause 44.1 falls on a public holiday the next working day on which the Employee is normally rostered for duty shall be taken in lieu of the accrued day off, unless an alternative day in that four-week cycle or the next four-week cycle is agreed between RMS or its representative and the Employee.
- 44.5 Each day of paid sick or annual leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 44.6 Where an Employee is ill or incapacitated on the accrued day off, the Employee shall not be entitled to payment of sick leave on that day nor shall the Employee's sick leave entitlement be reduced as a result of such illness or incapacity.
- 44.7 An Employee who has not worked, or is not regarded by reason of subclause 44.3 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, on the accrued day off, or in the case of termination of employment, on termination.
- 44.8 Where agreement is reached between RMS or its representative and an Employee, that Employee may accumulate up to a maximum of four accrued days off before they are taken as days off and, when taken, those days shall be regarded as days worked for accrual purposes. When such agreement has been reached under the terms of this paragraph, an Employee is not entitled to be paid at the rate as specified in subclause 44.9.
- 44.9 Subject to subclause 44.7, the accrued day off prescribed in subclauses 44.1 and 44.2 shall be taken as a day off provided that the day may be worked where it is required by the Employer. Where the Employee is required to work on their accrued day off, the Employee shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- 44.10 Where an Employee works on the accrued day off, the Employee may elect to have another day off in substitution before the end of the succeeding work cycle, provided that such day off is subject to management prerogative to best suit the working needs of the Employer and that in such cases the accrued entitlements are transferred to the substituted day off.
- 44.11 The provisions contained in subclauses 44.1 to 44.7 of this clause shall also apply to shift workers by substituting the word 'shift' for 'day' in each cycle.

SECTION 7 - SPECIFIC PROVISIONS FOR PROFESSIONAL ENGINEERS

45. Shift Work Definitions

Early morning shift means a shift with ordinary hours commencing between 4.00am and 6.00am, Monday to Friday.

Day shift means a shift with ordinary hours commencing between 7.00am and 5.00pm Monday to Friday.

Afternoon shift means a shift with ordinary hours commencing at or after noon Monday to Friday.

Night shift means a shift commencing at or after 4.00pm and finishing at or before 4.00am Monday to Friday.

46. Call Out/Call Back

46.1 Professional Engineers who are called back to work outside their standard hours, or outside the bandwidth if working under a flexible working hours arrangement, shall be paid a minimum of three hours at overtime rates for each separate call out, except where:

- (a) Employees are called out on more than one occasion and the first and subsequent call out payment periods of three hours overlap. If this occurs, payment is calculated from the start of the first call-out period until the end of the last call-out provided that the total period of all

overlapping call-out periods is less than three hours, Employees are paid for three hours at overtime rates;

- (b) Where the call out work extends into ordinary hours of work, overtime is paid up to the normal starting time only.

47. Specialist Engineers

- 47.1 Professional Engineers from any field of professional engineering may gain personal promotion to any Engineer level up to and including Level 6 Engineer, as specialist engineers whilst still occupying a position graded at a lower level. Professional Engineers at Level 6 may receive an allowance, in lieu of a personal promotion, as specialist engineers whilst still occupying a position graded as Level 6.
- 47.2 Progression to a higher personal Level salary for Professional Engineers must be recommended by the majority of the Specialist Engineer Accreditation Committee. The Professional Engineer must submit a case to the committee which indicates that the Professional Engineer has specific attributes of a significant nature which would be relevant and beneficial to RMS' functions.
- 47.3 Relevant criteria which would be examined by the committee include:
- (a) Holding a degree at or above the level of Master of Engineering Science or Master of Science in a relevant specialist or technical area from a recognised Australian University (or overseas equivalent), not being a Master of Business or Public Administration; or
 - (b) Holding a specialist graduate diploma in a field related to the work of the Professional Engineer in RMS, not being a graduate diploma in management or a business administration diploma; or
 - (c) Having shown originality or made high level contributions or attained reputation or standing in the engineer's specialist field of work.
 - (d) The Specialist Engineer Accreditation Committee will consist of a representative of the Employer, Professionals Australia and a mutually acceptable independent expert in the specialist field under consideration.
 - (e) If an Employee is dissatisfied with the recommendation of the Specialist Engineer Accreditation Committee, the Employee may appeal to their Director who will review the decision in conjunction with the General Manager, Human Resources.

48. Recognition of Professional Engineering Skills

- 48.1 The importance of the contribution of Professional Engineers to RMS is recognised by this Award.
- 48.2 An Employee with the qualification of a Professional Engineer working in a position that requires those skills or qualifications may apply to be recognised as a Professional Engineer under this Award. Recognition is available in accordance with the RMS policy on the Recognition of Professional Engineers. Applications will not be unreasonably refused.
- 48.3 The Recognition of Professional Engineers Policy will not be amended without the agreement of Professionals Australia.

49. Professional Development

- 49.1 The Employer and Professionals Australia agree that Employees will continue to be provided with the maximum opportunities for professional development. This should occur as part of the work and development planning process.
- 49.2 The type of internal and external courses provided will be determined by consultation between Professionals Australia and the Employer.

- 49.3 Professional development will not be limited to internal and external training courses and may include Professional Engineers' exchange programs, secondments, attendances at conferences, seminars or short term study courses which have been approved by the Employer and permission granted for the Employee to attend.

50. Consultation

- 50.1 RMS and Professionals Australia shall consult on issues including but not limited to:
- (a) Professional development and training;
 - (b) Restructuring, relocation or organisational change where Professional Engineer positions are affected
 - (c) Career progression, succession planning and mentoring; and
 - (d) Significant issues impacting on RMS Professional Engineers, such as workload and skills shortages.

51. Part-Time Employment

- 51.1 In addition to subclause 29.9 Right to Request of clause 29 Maternity, Adoption and Parental Leave and subject to operational requirements, Employees may elect to change from full-time to part-time work to manage their work-life balance. This will enable Employees to manage family and career responsibilities or choose to reduce the number of hours worked as they approach retirement. The shift from full-time to part-time will be managed in accordance with RMS' Leave and Attendance Policy and applicable procedures. Requests to work part-time will not be unreasonably refused.

52. Hours for Full-Time Employees

- 52.1 RMS and Employees may agree to work either a standard hours arrangement or a flexitime arrangement. RMS may direct Employees to work a standard hours arrangement in exceptional circumstances.

53. Disturbance Allowance

- 53.1 Employees may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Employees may be contacted to put into place emergency arrangements by contacting other Employees to attend an incident or providing advice in response to an emergency situation.
- 53.2 The disturbance allowance is:
- (a) paid at a minimum of one hour of the ordinary hours rate
 - (b) not paid if the Employee's salary exceeds the top step of Engineer Level 4.
- 53.3 The disturbance allowance is payable under the following arrangements:
- (a) for Employees on standard hours or flexitime, between the hours of 8.00pm and 6.00am Monday to Friday, all day Saturdays, Sundays, public holidays and accrued days off.
 - (b) for shift workers, two hours after the completion of a shift, two hours prior to the commencement of a shift and all day for rostered days off and accrued days off.
- 53.4 Where more than one telephone call is received or made within the hour, only one hourly payment is paid.

54. Leave Without Pay**54.1 Approved Leave Without Pay**

- (a) Employees may be granted leave without pay (LWOP):
 - (i) providing that good and sufficient reasons are shown for the leave,
 - (ii) up to a maximum of three years, providing that service has been satisfactory,
 - (iii) on a full-time or part-time basis,
 - (iv) commencing on the first working day after the Employee ceases work or at the expiration of paid leave, and
 - (v) ceasing on the day prior to the day on which the Employee resumes work, regardless of whether that day is a working day or not.
- (b) LWOP is granted on the understanding that RMS retains the right to:
 - (i) abolish any position on the grounds of redundancy,
 - (ii) require an Employee to relinquish a position, or
 - (iii) terminate the Employee's services, should circumstances during the absence, so require.

A decision made to abolish a position while an Employee is on LWOP does not mean that the Employee will be offered a voluntary redundancy. RMS' policy and procedures on the management of displaced and excess staff will apply.
- (c) Employees may not take LWOP to engage in other employment unless RMS is satisfied that the skills and experience gained from this other employment will provide RMS with a demonstrated benefit.
- (d) LWOP does not count as service for increment purposes where the total period exceeds five days in any 12 months.
- (e) Employees are not required to exhaust accrued paid leave before proceeding on LWOP.
- (f) If Employees obtain approval to combine all or part of accrued paid leave with LWOP, the paid leave must be taken before LWOP.
- (g) Employees are paid for public holidays falling during LWOP where the total period of LWOP does not exceed ten consecutive working days.
- (h) The effect of LWOP on extended leave entitlements is set out in subclause 31.6.
- (i) A permanent appointment may be made to the Employee's position if:
 - (i) The leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - (ii) The Employee is advised of RMS's proposal to permanently backfill their position; and
 - (iii) The Employee is given a reasonable opportunity to end the LWOP and return to their position; and
 - (iv) RMS advised the Employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of LWOP.

- (j) The position cannot be filled permanently unless the above criteria are satisfied.
- (k) The Employee does not cease to be employed by RMS if their position is permanently backfilled.
- (l) Clause 54.1(i) does not apply to full-time unpaid parental leave or to military leave.

54.2 Unauthorised Leave Without Pay

- (a) Employees who do not provide a satisfactory explanation for their absence are regarded as being absent from work without authorised leave. As a result, Employees will not be paid for this period of absence.
- (b) Nothing in this clause prevents RMS from taking disciplinary action against Employees for unauthorised absences from work.

SECTION 8 - SPECIFIC PROVISIONS FOR MARITIME EMPLOYEES

55. Hours of Work

- 55.1 "35 hour per week Employees" means all Maritime Division Employees that are full time other than Senior Boating Safety Officers, Boating Safety Officers, Riverkeepers, Team Leader Environmental Services, Environmental Service Officers, managers at Salary level MA17A and MA17AA, and other designated operational managers (listed at Part 3 of Schedule A).
- 55.2 "38 hour per week Employees" means Boating Safety Officers, Maritime Environmental Service Officers and the Operations Supervisor (Sydney Harbour).
- 55.3 SEA Officers and their respective Team Leaders on an annualised salary: The annualised salary covers all incidents of employment so that the ordinary hours of work shall not be less than 161 hours per month averaged over a 12 month period, and includes working outside core hours and occasionally on weekends (excluding public holidays).
- 55.4 Maritime Environmental Service Officers working a 12 hour day, rostered on three days on and three days off are deemed to work an average of 1792 hours a year. Such Employees will receive a 12 hour break between shifts.
- 55.5 Hours of work will be arranged to take into consideration the specific business needs of RMS, and where possible, the work preferences of Employees. Service and functions provided by RMS will not be withdrawn to accommodate the absence of Employees under the hours of work arrangements.
- 55.6 Unless prescribed otherwise in the Specific Provisions, the starting and finishing times within the spread of ordinary hours should be mutually agreed between management and Employees, however if agreement cannot be reached the needs of the organisation must prevail and managers will therefore determine starting and finishing times.
- 55.7 Once starting and finishing times have been established, reasonable notice will be given (normally 5 calendar days) of any changes required.
- 55.8 The working of additional hours within the spread of hours will be by reasonable notice from management.
- 55.9 Ordinary Hours - 35 hour per week Employees (other than those which have specific provisions or are on an annualised salary).
 - (a) Ordinary hours will be an average of 35 hours per week over a cycle of four weeks on any day Monday to Friday to be determined by each business unit provided the total number of hours worked are 140 hours for Employees on a four week cycle, 280 hours for Employees on an eight week cycle, or 420 hours for Employees on a twelve week cycle.

- (b) the span of ordinary hours are between 0700 and 1900.
- 55.10 Ordinary Hours - 38 hour per week Employees (other than those which have specific provisions or are on an annualised salary).
- (a) Ordinary hours will be an average of 38 hours per week over a cycle of four weeks on any day Monday to Friday to be determined by each business unit provided the total number of hours worked are 152 hours for Employees on a four week cycle, 304 hours for Employees on an eight week cycle, or 456 hours for Employees on a twelve week cycle.
- (b) the span of ordinary hours are between 0600 and 1800.
- 55.11 A meal break will be taken not more than 5 hours after commencing duty and shall be a minimum of 30 minutes. The time taken for a meal break will not count as hours worked.
- 55.12 Notwithstanding the provisions of this clause, an Employee and their manager may agree to other arrangements provided they meet the needs of the business and the contract hours are worked within the cycle.
- 55.13 Unless prescribed otherwise:
- (a) call back: Employees recalled to work will be entitled to be paid a minimum of 4 hours at the appropriate rate on the understanding this provision will not apply to Employees called in to work early in which case, if outside the spread of ordinary hours, they shall be paid at the overtime rate.
- (b) 10 hour break: Where an Employee works additional hours, the Employee shall not be required to return to work for duty for a least ten consecutive hours between the termination of work on one day and the commencement of work on the next day. The Employee shall be provided with a break without loss of pay for ordinary working time occurring during such absence.

56. Additional Hours

- 56.1 The provisions of this clause do not apply to the positions of Senior Boating Safety Officers, Boating Safety Officers, Riverkeepers, Marine Investigators, Team Leaders in Environmental Services, Environmental Service Officers, Survey, Examination and Audit Officers, Managers at Salary Level MA17, MA17A, MA17AA, and other designated operational managers (listed at Part 3 of Schedule A)
- 56.2 Hours worked in addition to the total number of ordinary hours required to be worked are 'additional hours' and shall only be worked/accrued with the agreement of the Employer.
- 56.3 Additional hours up to a maximum of 21 hours per four week cycle are to be taken off at a mutually convenient time, as time off in lieu on the basis of one hour per additional hour worked. Additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement. In circumstances where operational requirements do not allow for time off in lieu within a 3 month period, the Employer may authorise for the additional hour(s) to be paid out at ordinary single time after the expiration of 3 months.
- 56.4 Additional hours worked in excess of 21 hours in a four week cycle are paid at time and a half up to 28 hours and double time thereafter or alternatively, by agreement, taken as time off in lieu at ordinary time.

57. Overtime

- 57.1 The provisions of this clause shall not apply to positions on Annualised Salaries.
- 57.2 The following overtime provisions will apply to Employees who work outside the span of ordinary hours outlined in clause 56 (Additional Hours).

- 57.3 35 hour per week Employees - Overtime worked Monday to Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter. Overtime worked on a Sunday will be paid at the rate of double time.
- 57.4 38 hour per week Employees - overtime worked Monday to Saturday will be paid at the rate of double time. Overtime worked on a Sunday will be paid at the rate of double time and one half.
- 57.5 Overtime worked on a public holiday will be paid at the rate of double time and one half in addition to the normal remuneration for that day.
- 57.6 Employees required to work overtime beyond the spread of hours Monday to Friday to beyond 12.30pm on Saturdays, Sunday and Public Holiday will be entitled to a paid meal.

58. Fitness for Duty

- 58.1 It shall be a condition of employment that Boating Safety Officers and Environmental Service Officers maintain a level of fitness consistent with the demands of the position. This will ensure the continued health and safety of BSOs and ESOs and as such recognises that there is a range of environmental and operational conditions that could impact on the health of an officer.
- 58.2 Subsequent to appointment and, in order to ensure that prescribed fitness standards are maintained BSOs and ESOs will be required to be medically assessed every two years or on a more frequent basis if indicated by medical advice. Wherever possible medical examinations, to a prescribed format, shall be carried out by the Employer's Occupational Health Physician, or by other similarly qualified practitioners nominated by the Employer.
- 58.3 The ongoing standard of fitness required of BSOs and ESOs will be determined as required by the Employer's Occupational Health Physician having regard to the nature of the job and the circumstances under which it is performed. The Employer shall provide a list of suitable female doctors for medicals.
- 58.4 An officer who fails to meet the prescribed fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of fitness required. Subsequently, an officer who fails the medical re-assessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness, will be rehabilitated to another position in accordance with the RMS Fitness To Continue Procedure.
- 58.5 An officer who fails to meet the fitness standards and/or is advised by the consulting physician on lifestyle changes, initiatives to improve fitness or other measures, shall be referred to his/her personal doctor for further investigation. Henceforth any additional costs incurred by the officer, for the purpose of re-gaining the required level of fitness, will be the responsibility of the officer concerned.
- 58.6 BSOs and ESOs returning to work after long term absences from active work will be required to undergo a periodic assessment before the commencement of duties. Officers returning to active duties after a prolonged illness or injury will be required to submit a private medical clearance before the resumption of duties, as well as undergoing their periodic medical when it falls due.

59. Allowances

59.1 On-call Allowance

Employees who are rostered to be on call, in the event of an emergency, outside core hours and at weekends and on Public Holidays are entitled to the on call allowance specified in item 19(b) of Schedule B.

59.2 Childcare Allowance

The Employer agrees to provide assistance with the cost of child care fees up to the maximum amount listed in item 21 of Schedule B per child where the Employee's children are in registered/approved child

care facilities (ie. long day care and vacation care) in accordance with the RMS Child Care Subsidy Procedure (as varied from time to time).

59.3 Gym Membership

The Employer agrees to provide assistance with the cost of gym memberships up to the maximum amount listed in item 22 of Schedule B in accordance with the RMS Gym Subsidy Scheme (as varied from time to time).

59.4 Environmental Services Master 5 Allowance

Maritime Employees who hold a Master 5 qualification to carry out duties on specific Environmental Services vessels are entitled to the allowance specified in item 23 of Schedule B.

60. Conditions Applicable to Managers at Salary Level MA17A and MA17AA, including Team Leaders, Commercial Vessel, Survey and Certification.

60.1 The annualised salary covers all incidents of employment and counts for superannuation purposes. All incidents of employment includes ordinary hours, excess hours, time in lieu, overtime and weekend or public holiday penalties. No additional payments will be made nor is time in lieu to be taken or paid.

60.2 The annualised salary is payable provided the Managers have worked at least 161 hours per four week cycle averaged over a 12 month period, other than for agreed leave periods. The annualised salary shall cease to be paid if the Manager reverts to the working of 'ordinary hours' for a 35 hour week Employee. In such case the Manager will be paid at the relevant Maritime Officer rate.

60.3 For Employees on annualised salary, their ordinary hours shall be worked on any day Monday to Sunday. Ordinary hours will exclude the meal breaks which will be a minimum of 30 minutes subject to operational requirements and not count as hours worked.

60.4 Notwithstanding any other provisions of this clause, the Employer and the Employee may agree to other arrangements provided they meet the needs of the business unit and the contract hours are worked within the cycle.

61. Conditions applicable to Senior Boating Safety Officers (SBSOs), Boating Safety Officers (BSOs), Boating Education Officers and Riverkeepers.

61.1 Any reference to Boating Safety Officers should also be read as referring to Senior Boating Safety Officers (SBSOs) and Riverkeepers.

61.2 The parties agree to maintain, where necessary, an on call capability to deal with emergencies or other urgent needs or demands which arise from time to time and the deployment of staff within regions to augment resources available for the conduct of special operations.

61.3 In order to provide optimum services it is accepted that full staffing will be required during December and January. Accordingly, there will be a restriction on taking leave throughout this period unless the leave is approved Sick Leave, Personal Carer's Leave, Parental Leave and approved Extended Leave provided these forms of leave are not to be used in lieu of Annual Leave. The ability to take leave throughout the rest of the year is subject to the needs of each regional business unit.

61.4 The annualised salary is only payable when an Employee is routinely working weekends and public holidays in accordance with the ordinary hours of work contained in subclause 61.5, other than for agreed periods when weekend work is not required and periods of annual, parental, maternity, adoption, extended leave, special leave and jury duty or workers compensation until the statutory rate is applied. The annualised salary shall cease to be paid if the Employee ceases to work the required hours of the annualised salary, other than for leave in accordance with this sub-paragraph, and the Employee will revert to the relevant pay rate.

61.5 Ordinary Hours of Work

- (a) The BSO's role is principally day work. Nothing in this Award is intended to provide any means to either of the parties to convert this work to a quasi shift work arrangement.
- (b) There are no fixed hours and the expectation is that each BSO will arrange his/her hours to cover the work required. This may involve working more or less than 7.6 hours per day, working additional hours and/or taking time in lieu.
- (c) The ordinary hours of work shall be worked on any day Monday to Sunday in accordance with the operational needs of the business.
- (d) The ordinary hours of work shall be an average of 38 hours per week (152 hours for Employees on a 4 week cycle, 304 hours for Employees on an 8 week cycle, and 456 hours for Employees on a 12 week cycle).
- (e) It is recognised that the usual span of hours will be between 6am and 6pm on any day Monday to Sunday. Employees may be required to work outside the usual span of ordinary hours.
- (f) A meal break will be taken not more than five hours after commencing work and shall be a minimum 30 minutes and will not count as time worked.
- (g) The ordinary hours of work required to be worked shall include two consecutive days off after working 5 days in lieu of a Saturday and Sunday, except in the case of a call out for a designated emergency or as otherwise required by the Employer.
- (h) If a rostered day off falls on a public holiday and the BSO has worked on that day, then an alternative RDO shall be taken. Wherever possible, alternative RDOs will be scheduled so that 2 consecutive RDOs may be taken. The day off will coincide with the Employee's preference where possible.
- (i) Rosters may require Employees to work 15 weekends or the equivalent 30 weekend days between the start of February and the end of November each year, subject to business and rostering needs.
- (j) Employees may be required to work hours outside the ordinary span of hours in accordance with the operational needs of the business unit. Where hours are directed to be worked, and are considered by the Employee to be excessive, the work will be performed, if it is safe to do so, and any such grievance can be progressed by the relevant grievance policy/procedures.

61.6 Additional Hours

- (a) Any hours to be worked outside the Ordinary Hours required to be worked pursuant to 152 hours per four week period are "Additional hours" and must have the approval of the Employer.
- (b) A reasonable number of additional hours shall be worked to accommodate the functions of RMS.
- (c) Additional hours worked by BSOs between 0600 and 1800 are to be taken as time in lieu at an agreed time on the basis of one hour for each additional hour worked. In the event that the Employee cannot take the time in lieu within a reasonable time period (or within a three month period), then the Employer may authorise for the additional hour(s) to be paid out at ordinary single time.
- (d) Where additional hours are directed to be worked, and are considered by the Employee to be excessive, the work will be performed, if it is safe to do so, and any grievance will be pursued in accordance with clause 6 Grievance Procedure of this Award.
- (e) Notwithstanding other provisions contained in subclause 61.4, an Employee and their Manager may agree to other arrangements provided they meet the needs of the business and the total number of ordinary hours to be worked within the 12 month period.

- (e) At the request of the Employer, BSOs will undertake duties from time to time outside their usual span of ordinary hours of work as follows:
 - (i) Any hours worked in excess of the ordinary hours required to be worked pursuant to subclause 61.5 above are "Additional hours" and must have the approval of the Employer.
 - (ii) A reasonable number of additional hours shall be worked to accommodate the functions of RMS.

61.7 Work Outside Ordinary Hours

- (a) Employees may be required to work outside the usual span of hours prescribed in subclause 61.5.
- (b) Hours worked outside the usual span of hours shall accrue as double the usual time in lieu and taken as time off in lieu, provided that where it is not possible to take time off in lieu, the time accrued will be paid out at single time (not taken within a 3 month period).
- (c) The provisions of subclause 61.5(b) above shall not apply in the event of on-water emergencies which began during the usual work period.

For example for 4 hours worked outside the hours of 0600-1800, excluding on-water emergencies, a BSO will accrue 8 hours time in lieu to be taken as 8 hours or paid as 8 hours at single time.

62. Conditions Applicable to Team Leaders Environmental Services (TLES) and Environmental Service Officers (ESOs).

62.1 The roster and annualised salaries makes provision for:

- (a) 12 hour shifts,
- (b) working three days on/three days off
- (c) 190 hours annual leave
- (d) Ordinary hours being 0600 to 1800 Monday to Sunday
- (e) Sick Leave and Higher Duties allowance calculated at 10.86 hours a day.
- (f) 55 minute break
- (g) Additional 14 minutes paid with the annualised salary at ordinary time rate not the overtime rate.
- (h) Working 5 public holidays in a twelve month period.
- (i) Working special aquatic events on Boxing Day, New Year's Eve and Australia Day
- (j) No accrual of additional hours or time in lieu.

62.2 The annualised salary shall count for superannuation purposes.

62.3 The annualised salary includes provision to work a rostered 12 hour day, three days on, three days off including weekends and public holidays, other than for approved leave. The annualised salary shall cease to be paid if for any reason the officer reverts to working a 38 hour week instead of the 12 hour day, 3 days on, 3 days off roster including public holidays and special leave events. The Employee will be paid at the applicable Maritime Officer classification.

- 62.4 The ordinary hours of work are up to 12 hours, 0600 to 1800, Monday to Sunday, however, in exceptional circumstances such as aquatic events, start and finish times and the number of hours may be varied to suit business needs, following consultation and reasonable notice.
- 62.5 Overtime shall be paid for hours worked at the following rates:
- (a) double time for hours worked in excess of 12 on Monday to Saturday;
 - (b) double time and a half for hours worked in excess of 12 on Sunday;
 - (c) double time and a half in addition to normal remuneration for hours worked in excess of 12 on a public holiday.
- 62.6 A minimum of four hours shall be paid at the appropriate overtime rate when called back to work for an emergency e.g. oil spill;
- 62.6 Any overtime payable as per this subclause shall be paid on the base hourly rate of the position and not at the annualised rate.
- 62.7 Employees required to work overtime beyond the ordinary spread of hours Monday to Sunday and Public Holidays will be entitled to a Meal Allowance.
- 62.8 Annual and Extended leave may only be taken in accordance with the Leave Roster.

63. Conditions Applicable to the Payment of Annualised Salaries

- 63.1 Annualised salaries shall cease to be paid if for any reason an Employee does not work the requisite hours and/or weekends, public holidays or special events and/or reverts to working the 'ordinary hours' applicable to 35 hours or 38 hours per week Employees. In such cases, the Employee shall be paid at the relevant rate contained in the Maritime Officer Scale.
- (a) For Designated Managerial Positions on an Annualised Salary: The annualised salaries covers all incidents of employment including excess hours, time in lieu, overtime and weekend and public holiday penalties. No additional payments will be made nor is time in lieu to be taken or paid. Position holders will be reviewed annually and where the ordinary hours of work are less than 161 per month, the provisions of subclause 63.1 above will apply.
 - (b) For Operational Positions on an Annualised Salary: The annualised salaries cover incidents of employment including working weekends and public holidays, the requisite special aquatic events on Boxing Day, New Years Eve and Australia Day. For Team Leaders, Environmental Services and Environmental Services Officers, the annualised salary also covers ordinary hours of work to include working a 12 hour day, 3 days on and 3 days off.
 - (c) For Investigators on an Annualised Salary: The annualised salary covers all incidents of employment so that the ordinary hours of work shall not be less than 161 hours per month averaged over a 12 month period, and includes routinely working outside core hours, and on weekends and public holidays as required by business needs.
 - (d) For SEA Officers and their respective Team Leaders on an Annualised Salary: The annualised salary covers all incidents of employment so that the ordinary hours of work shall not be less than 161 hours per month averaged over a 12 month period, and includes working outside core hours and occasionally on weekends (excluding public holidays).
 - (e) Remote Supervision positions on an Annualised Salary: The annualised salary covers all incidents of employment and includes the requirement to supervise a large number of people and routinely work outside core hours and on weekends and public holidays.

63.2 Certain positions or categories of employment have agreed to be on annualised salaries. Salary grades suffixed with an "A" represent annualised salaries in Part 3 of Schedule A. "AA" also represents an annualised salary but for a different category of Employee.

64. Competency Progression of Maritime Employees

64.1 All new appointed Boating Safety Officers (BSOs), Riverkeepers, Product Services Officers (PSOs), permanent full-time Boating Education Officers (BEOs), Associate Auditor/Surveyors (AA/Ss) and Associate Naval Architect (ANA) have a probationary period of six months linked to their competency training program and salary progression system.

64.2 SEA Officers have a probationary period of 3 months and progress through a rotation program in each of the sections of Commercial Vessel Survey and Certification Branch.

64.3 BEOs are graded as MA5A, and their next progression is to BSO (subject to merit selection).

64.4 BSOs and Riverkeepers are graded as MA5A - entry level; MA7A - mid level (6 months post appointment); and MA10A - fully competent (12 months post appointment).

64.5 PSOs are graded as MA3 and progress through the grades to MA6.

64.6 AA/Ss progress from grade MA7A to MA9A (12 months), to MA11A (24 months), to MA13A (36 months).

64.7 The ANA progresses from grade MA7A (entry level) to MA9A (12 months), to MA11A (24 months), to MA13A (36 months).

64.8 SEA Officers are initially graded as MA14A and progress to MA15A.

64.9 Maritime Services Trainees are remunerated in accordance with the Crown Employees (Public Service Training Wage (Award)).

65. Change of Position

65.1 Current Employees who change their role involving a different skill set to that for which they were employed as CSO to BSO will have a 'fit for position' period agreed between the Employer and the Employee and be able to return to their immediately preceding substantive position if either the Employee or Employer find they are not compatible with the new role. If the Employee returns to their substantive position, an unreasonable failure to meet their work requirements may be viewed as a refusal to perform duties.

66. Specific Provisions for Special Extraordinary Aquatic Events

66.1 Maritime Division will determine, in consultation with Employees and /or their Employee representatives, which events fall into the category of Special Extraordinary Aquatic Events and the dates of such events. In such cases the working arrangements/compensation for on-water Employees required to work to support Special Extraordinary Aquatic Events are as follows:

(a) SBSOs, BSOs and Riverkeepers

If the day falls on an RDO they will be entitled to an alternative RDO at a time which suits business needs.

Where one month's notice is not given to a BSO that they are required to work on their RDO for a Special Extraordinary Aquatic Event, that BSO will be entitled to an additional RDO of 7.6 hours to be taken subject to needs of each regional business unit.

If the day falls on a normal working day, they will work as normal, and will only be granted a day off in lieu if the event is gazetted as an additional Public Holiday which means that the day is

extra to the Public Holidays for which they already have been remunerated in their salary package.

(b) Team Leaders Environmental Services and Environmental Service Officers

If the days falls on an RDO they will be entitled to an alternate RDO at a time which suits business needs.

If the days falls on a normal working day, they will work as normal, and will only be granted a day off in lieu if the event is gazetted as an additional Public Holiday which means that the day is extra to the Public Holidays for which they already have been remunerated in their salary package.

If they work more than 12 hours they will be paid overtime.

(c) Hydrographic Surveyors

If the day falls on a normal working day, they will work as normal. If the event is gazetted as Public Holiday they will be paid the appropriate penalty rates for the time worked.

If the day falls on a weekend, they will be paid appropriate penalty rates for time worked.

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

PART 1

Salaried Employee Classifications (including Inspectors - Vehicle Regulation)

Unified Salary Scale Grades	2.27% increase 1 July 2013 Per annum \$	2.27% increase 1 July 2014 Per annum \$	2.03% increase 1 July 2015 Per annum \$
Grade 1	34,940	35,733	36,458
	38,322	39,192	39,988
	43,811	44,806	45,716
Grade 2	46,206	47,255	48,214
	48,303	49,399	50,402
	50,100	51,237	52,277
Grade 3	53,197	54,405	55,509
	55,689	56,953	58,109
	58,284	59,607	60,817
Grade 4	60,061	61,424	62,671
	62,416	63,833	65,129
	64,872	66,345	67,692
Grade 5	67,101	68,624	70,017
	69,272	70,844	72,282
	70,519	72,120	73,584
Grade 6	72,067	73,703	75,199
	74,254	75,940	77,482
	76,684	78,425	80,017
Grade 7	78,353	80,132	81,759
	81,119	82,960	84,644
	82,692	84,569	86,286
Grade 8	86,085	88,039	89,826
	89,580	91,613	93,473
	92,377	94,474	96,392

Grade 9	96,627	98,820	100,826
	99,403	101,659	103,723
	103,876	106,234	108,391
Grade 10	106,498	108,916	111,127
	110,699	113,212	115,510
	116,384	119,026	121,442
Grade 11	119,981	122,705	125,196
	125,204	128,046	130,645
	128,023	130,929	133,587
Grade 12	135,515	138,591	141,404
	139,470	142,636	145,532
	144,342	147,619	150,616
Grade 13	148,650	152,024	155,110
	152,502	155,964	159,130
	159,811	163,439	166,757

PART 2

Professional Engineers

Engineering Scale	Year	2.27% increase 1 July 2013 Per annum \$	2.27% increase 1 July 2014 Per annum \$	2.03% increase 1 July 2015 Per annum \$
Cadet Engineer Level 1	-	37,051	37,892	38,661
Cadet Engineer Level 2	-	39,190	40,080	40,894
Cadet Engineer Level 3	-	41,579	42,523	43,386
Cadet Engineer Level 4	-	44,206	45,209	46,127
Cadet Engineer Level 5	-	47,621	48,702	49,691
Cadet Engineer Level 6	-	48,111	49,203	50,202
GRAD Program Engineer	1	68,006	69,550	70,962
	2	70,204	71,798	73,255
	3	71,471	73,093	74,577
Engineer Level 1	1	79,412	81,215	82,864
	2	82,216	84,082	85,789
	3	83,810	85,712	87,452
	4	87,249	89,230	91,041
	5	90,787	92,848	94,733
	6	93,624	95,749	97,693
Engineer Level 2	1	97,930	100,153	102,186
	2	100,745	103,032	105,124
	3	105,278	107,668	109,854
Engineer Level 3	1	107,934	110,384	112,625
	2	112,192	114,739	117,068
	3	117,954	120,632	123,081
Engineer Level 4	1	121,601	124,361	126,886
	2	126,893	129,773	132,407
	3	129,748	132,693	135,387
Engineer Level 5	1	137,339	140,457	143,308
	2	141,352	144,561	147,496
	3	146,292	149,613	152,650
Engineer Level 6	1	150,659	154,079	157,207
	2	154,561	158,070	161,279
	3	161,968	165,645	169,008

Note: All salary rates in this table include 1.35% annual leave loading.

Professional Engineers Level Descriptions

Engineer Level 1

The Professional Engineer (as defined) commencement level.

The engineer undertakes initial professional engineering tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

Classification Level definition

Under supervision from higher-level Professional Engineers as to method of approach and requirements, the Professional Engineer performs normal professional engineering work and exercises individual judgement and initiative in the application of engineering principles, techniques and methods.

In assisting more senior Professional Engineers by carrying out tasks requiring accuracy and adherence to prescribed methods of engineering analysis, design or computation, the engineer draws upon advanced techniques and methods learned during and after the undergraduate course.

Training, development and experience using a variety of standard engineering methods and procedures enable the Professional Engineer to develop increasing professional judgement and apply it progressively to more difficult tasks at Level 2.

Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.

Work is reviewed by higher-level Professional Engineers for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the Professional Engineer progressively exercises more individual judgement until the level of competence at Level 2 is achieved.

The Professional Engineer may assign and check work of technical staff assigned to work on a common project.

Engineer Level 2

Classification Level definition

Following development through Level 1 he/she is an experienced engineer (as defined) who plans and conducts professional engineering work without detailed supervision, but with guidance on unusual features and who is usually engaged on more responsible engineering assignments requiring substantial professional experience.

Engineer Level 3

Classification Level definition

A Professional Engineer performing duties requiring the application of mature professional engineering knowledge. With scope for individual accomplishment and co-ordination of more difficult assignments, the Professional Engineer deals with problems for which it is necessary to modify established guides and devise new approaches.

The Professional Engineer may make some original contribution or apply new professional engineering approaches and techniques to the design or development of equipment or special aspects of products, facilities and buildings.

Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. The Professional Engineer makes responsible decisions on matters assigned,

including the establishment of professional engineering standards and procedures, consults, recommends and advises in speciality engineering areas.

Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary co-operation with other units. Informed professional engineering guidance may be available.

The Professional Engineer outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, co-ordinate and supervise the work of other professional and technical staff.

Engineer Level 4

Classification Level definition

A Professional Engineer required to perform professional engineering work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field of, or expertise (for example, acts as his/her organisation's technical reference authority) in a particular field of professional engineering.

The Professional Engineer:

- initiates or participates in short-range or long-range planning and makes independent decisions on engineering policies and procedures within an overall program;

- gives technical advice to management and operating departments;

- may take detailed technical responsibility for product development and provision of specialised engineering systems, facilities and functions;

- co-ordinates work programs; and

- directs or advises on use of equipment and material.

The Professional Engineer makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long-range objectives.

Duties are assigned only in terms of broad objectives and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

The Professional Engineer supervises a group or groups including Professional Engineers and other staff, or exercises authority and technical control over a group of professional staff, in both instances engaged in complex engineering applications.

Engineer Level 5

Classification Level Definition

A Professional Engineer usually responsible for an engineering administrative function, directing several professional and other groups engaged in inter-related engineering responsibilities, or as an engineering consultant. Achieving recognition as an authority in an engineering field of major importance to the organisation.

The Professional Engineer independently conceives programs and problems to be investigated and participates in discussions determining basic operating policies, devising ways of reaching program objectives in the most economical manner and of meeting any unusual conditions affecting work progress.

The Professional Engineer makes responsible decisions on all matters, including the establishment of policies and expenditures of large sums of money and/or implementation of major programs, subject only to overall policy and financial controls.

The Professional Engineer receives administrative direction based on organisation policies and objectives. Work is reviewed to ensure conformity with policy and co-ordination with other functions.

The Professional Engineer reviews and evaluates technical work; selects, schedules, and co-ordinates to attain program objectives: and/or as administrator, makes decisions concerning selection, training, performance management and remuneration of staff.

Engineer Level 6

Classification Level Definition

A Professional Engineer usually responsible for a high-level engineering administrative and/or management function, directing and taking responsibility for several professional and other groups engaged in inter-related engineering responsibilities, or acts as the principal of a specialist engineering consulting organisation. Has achieved recognition as an authority in an engineering field of major importance to the organisation.

The Professional Engineer independently conceives programs and problems to be investigated and arrives at solutions. Initiates and participates in discussions determining basic operating policies, devising ways or reaching program objectives in the most economical manner and of meeting and overcoming any unusual conditions affecting work progress.

The Professional Engineer takes responsibility for decisions on all matters contained in area of management, including the establishment and promulgation of policies. Directs expenditures of large sums of money and/or implementation of major programs, subject only to overall organisational policy and financial controls.

The Professional Engineer reports only to high-level management and receives direction based on overall organisation policies and objectives. Reviews work assigned by high level management prior to delegation of tasks to others to ensure conformity with organisational policy and co-ordination with other organisational functions and outside agencies.

The Professional Engineer approves critical technical output from areas under management; selects, schedules, and co-ordinates to attain program objectives. As manager, selects upper level staff, and initiates training, performance management and decisions on remuneration of all staff under direction.

PART 3

Maritime Employee Classifications

Level	2.27% increase 1 July 2013 Per annum \$	2.27% increase 1 July 2014 Per annum \$	2.03 % increase 1 July 2015 Per annum \$
Maritime Officer			
1	44,201	45,204	46,122
2	48,366	49,464	50,468
3	56,155	57,430	58,596
4	58,803	60,138	61,359
5	63,227	64,662	65,975
6	66,210	67,713	69,088
7	71,180	72,796	74,274
8	74,535	76,227	77,774
9	80,128	81,947	83,611

10	83,909	85,814	87,556
11	90,205	92,253	94,126
12	94,456	96,600	98,561
13	101,540	103,845	105,953
14	106,317	108,730	110,937
15	114,287	116,881	119,254
16	119,667	122,383	124,867
17	128,626	131,546	134,216
Annualised Salaries(*)			
5A	81,955	83,815	85,516
7A	89,911	91,952	93,819
7AA	87,291	89,273	91,085
9A	96,072	98,253	100,248
10A	102,639	104,969	107,100
10AA	102,901	105,237	107,373
11A	108,935	111,408	113,670
12A	113,185	115,754	118,104
13A	112,922	115,485	117,829
14A	125,047	127,886	130,482
15A	133,015	136,034	138,795
15AA	133,706	136,741	139,517
16A	139,087	142,244	145,132
16AA	139,087	142,244	145,132
17A	142,749	145,989	148,953
17AA	148,045	151,406	154,480

*Includes the following operational positions

Manager, Operations (various)		MA17AA MA16AA MA15AA
Team Leader, Commercial Vessel Survey & Certification (various)		MA17A MA16A
Manager, Maritime Investigations		MA17A
Manager, Wharf Safety & Grants		MA17A
Team Leader Initial Survey		MA17A
Team Leader Periodic Survey & SMS		MA17A
Team Leader Marine Certification		MA16A
Marine Certification Officer		MA11A
SEA Officer		MA14A - MA15A
Senior Maritime Investigations Officer		MA14A
Associate Auditor/Surveyor	Entry Level After 12 months After 24 months After 36 months	MA7A MA9A MA11A MA13A
Associate Naval Architect	Entry Level After 12 months After 24 months After 36 months	MA7A MA9A MA11A MA13A
Senior Boating Safety Officer		MA12A
Boating Safety Officer	Entry Level Intermediate Fully Competent	MA5A MA7A MA10A
Riverkeeper	Entry Level Intermediate Fully Competent	MA5A MA7A MA10A

Team Leader, Maritime Environmental Services	MA10AA
Maritime Environmental Services Officer	MA7AA
Boating Education Officer	MA5A

SCHEDULE B - ALLOWANCES AND EXPENSES*

Item No.	Clause No.	Description	Amount \$	
1	20.2.1(b)	Meal Allowance while Travelling Capital Cities & High Cost Country Centres (refer to (5) below)	Per meal	
		Breakfast	24.90	
		Lunch	28.00	
		Evening Meal	47.75	
		'Tier 2' Country Centres & 'Elsewhere' (refer to (5) below)	22.30	
		Breakfast	25.45	
		Lunch	43.85	
2	23.4	Meal Allowance on Overtime	Per meal	
		Breakfast	27.70	
		Lunch	27.70	
		Evening Meal	27.70	
3	20.3	Lodgings Location	Per Day \$	Per Hour \$
		Capital Cities		
		Sydney	301.85	12.58
		Adelaide	275.85	11.49
		Brisbane	319.85	13.33
		Canberra	286.85	11.95
		Darwin	320.85	13.37
		Hobart	250.85	10.45
		Melbourne	291.85	12.16
		Perth	351.85	14.66
		High Cost Country Centres (NSW)		
		Gold Coast	267.85	11.16
		Newcastle	261.85	10.91
		Wagga Wagga	259.85	10.83
Wollongong	254.85	10.62		
'Tier 2' Country Centres (NSW)				
Bathurst	241.80	10.08		
Broken Hill	241.80	10.08		
Dubbo	241.80	10.08		
Gosford	241.80	10.08		
Goulburn	241.80	10.08		
Maitland	241.80	10.08		
Muswellbrook	241.80	10.08		
Orange	241.80	10.08		
Port Macquarie	241.80	10.08		
Queanbeyan	241.80	10.08		
All other Country Centres (NSW) 'Elsewhere'	219.80	9.16		

4	20.3	Incidentals allowance (all locations)	18.20 per day
5	20.5.2(b)	Amount for incidentals deducted from actual/reasonable expenses	18.20 per week
6	20.5.2(b)	Maximum allowance for Employee separated from dependents	254.00 per week
7(a)	20.5.9(a)	(i) Allowance for removal of furniture - value of furniture:	7,037.00
7(b)		(ii) If value above amount in (i), Employees receive -	1,126.00
7(c)		(iii) If value below amount in (i), Employees receive -	563.00
7(d)		(iv) If not eligible, Employees shall receive -	281.00
8	20.5.4(c)	Max purchase price of home on which reimbursement of expenses is based	520,000
9	20.5.7(b)	Rental Subsidy - Max amount of allowance to offset increased accommodation costs	51.00
10(a)	20.5.8(a)	Parents to pay first	27.00 per week
10(b)		RMS pays up to a maximum of	56.00 per week
11	20.6	Remote areas allowance (with dependants)	
		Grade A	1,886.00
		Grade B	2,502.00
		Grade C	3,341.00
		Remote areas allowance (without dependants)	
		Grade A	1,316.00
Grade B	1,754.00		
Grade C	2,340.00		
12(a)	20.7	Fares subsidy for climatic area - actual cost less or	46.50
12(b)		Maximum amount for Employee with spouse/dependents; or	311.50
12(c)		Maximum amount for Employee without spouse/dependents	153.85
13	20.9	Sydney Harbour Bridge Allowance for Works Supervisors (100%)	7,926.00 per annum
14	20.5.9(g)	Maximum value of furniture and effects on which risk insurance is paid	38,000.00
15	20.8	First Aid - Holders of St John's Ambulance Certificate or equivalent qualifications	806.00 per annum
16	20.8	First Aid - Holders of current occupational first aid certification issued within the previous three years and in charge of a First Aid room in a workplace of 200 or more	1,211.00 per annum
17	20.4.2(b) 20.5.10(c)	Use of Private Motor Vehicles on Official Business -	
		Official Business Rate: Over 2,600cc	0.75/km
		1,601-2,600cc	0.74/km
		Under 1,600cc	0.63/km
18	20.3.3(b) 20.4.2(b) 20.5.6(c) 20.7(e)	Use of Private Motor Vehicles on Official Business -	
		Specified Journey Rate: Over 2,600cc	0.30/km
		1,601-2,600cc	0.296/km
		Under 1,600cc	0.252/km

19(a)	20.11	On call allowance (payable to RMS Salaried Employees other than Maritime Employees)	70.00 per day (Mon - Fri) 105.00 per day (Sat, Sun & P. Hol)
19(b)	59.1	On call allowance (payable to Maritime Employees)	\$0.88 per hour
20	20.5.2(b)	Temporary accommodation beyond first 8 weeks: Actual and reasonable out of pocket expenses for board and lodging less the amount for incidentals	18.20/wk
21	59.2	Assistance with Child Care fees per child (for Maritime Employees)	\$290.00 pa
22	59.3	Assistance with gym fees based on proof of attendance (for Maritime Employees)	\$290.00 pa
23	59.4	Superable skill allowance based on holding Master 5 Qualification to carry out duties on specific Environmental Services vessels	\$7954.00 p a
24	20.3.1(a)	Applies to RMS Employees required to camp out or make use of caravans or boats for overnight accommodation in the course of their duties, when motel/hotel accommodation is neither available nor appropriate.	\$39.40 per day
25	20.10(a)	Uniform maintenance allowance - applies to designated RMS Salaried Employees other than Maritime Employees.	\$8.00 per week

* Operative from 1 July 2013

APPENDIX A

Calculation of Overnight Expenses

General

The rates of overnight expenses generally reflect the cost of meals and accommodation at a particular location. Consequently, different daily rates apply to each capital city in Australia and to selected high cost regional centres and a single rate applies to all other country locations.

Expenses are paid from the time of departure from headquarters or permanent residence up to the time the Employee arrives back at their headquarters or permanent residence.

When calculating expenses, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to another.

Examples

1. Travel to a Single Destination

An Employee travels from their permanent residence at Grafton to attend a series of meetings in Sydney necessitating an overnight stay. The Employee departs Grafton at 6.00am and arrives back at their permanent residence at 6.00pm the following day.

Calculation of expenses

Employees are entitled to claim 1 day 12 hours at the Sydney expense rate.

2. Travel itinerary involving overnight stays at a number of locations

An Employee travels for work purposes from their headquarters in Sydney staying overnight at Newcastle, and Bathurst before returning to Sydney. In this example, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to the next.

The itinerary is as follows:

Day 1 - depart Sydney at 7.00am. Meetings at Newcastle. Overnight Newcastle.

Day 2 - depart Newcastle at 8.00am. Travel to Bathurst for meetings. Overnight Bathurst.

Day 3 - depart Bathurst midday. Travel to Sydney arriving at permanent residence at 5.00pm.

Calculation of Expenses

1 day and 1 hour at the Newcastle expenses rate, i.e. from time of departure at Sydney on day 1 (7.00am) to the time of departure from Newcastle on day 2 (8.00am); and

1 day and 9 hours at the Bathurst expenses rate, i.e. from time of departure from Newcastle (8.00am) to time of departure from Bathurst (12.00pm) and travel back to Sydney (5.00pm).

SCHEDULE C - GRIEVANCE RESOLUTION PROCEDURE

Grievance Resolution Procedure

Section A - Introduction

1 Why is this procedure required and who is it for?

Roads and Maritime Services values the contribution of all staff to the achievement of our business objectives. The Grievance Resolution Procedure provides guidance to all managers and staff on how to raise and address work-related concerns and grievances promptly, impartially and confidentially. This procedure and process may be used by:

staff to address work-related concerns and grievances with other staff, and

managers to resolve work-related concerns and grievances between staff.

The Grievance Resolution Procedure does not cover matters relating to:

work health and safety or compensation [refer - Work Health and Safety Manual]

poor performance issues [refer - Managing Unsatisfactory Performance and Conduct Procedure]

fraud, corruption, maladministration or serious or substantial waste of resources [refer - Corrupt Conduct and Maladministration Prevention Policy and PN 017]

misconduct and disciplinary issues [refer - Discipline Policy], or

personal non-work related concerns or grievances.

This procedure applies to all staff of Roads and Maritime Services, skill hire personnel and professional service contractors.

Read this procedure in conjunction with the Workplace Professionalism and Conduct Policy.

2 Definitions

Term	Definition
Grievance	A clear statement by a staff member of a work-related problem, concern or complaint. Grievances may include matters involving: <ul style="list-style-type: none"> • a workplace communication or interpersonal conflict • allocation of work or development opportunities • changes to work processes or practices, or • the interpretation or application of a workplace policy.
Grievant	The staff member who has a work-related grievance
Respondent	The staff member who is the subject of a work-related grievance

Section B - Procedure

Workplace grievances are work-related problems, concerns or complaints.

Any staff member involved in any way in a grievance matter is protected against action for defamation provided they:

raise the grievance in accordance with this procedure

do not intentionally make a vexatious, malicious or substantially frivolous complaint [see Section 1], and

maintain confidentiality and do not publish or make information available concerning the grievance to persons who are not directly involved in the grievance.

1 Vexatious complaints

Vexatious complaints are those that do not contain sufficient grounds for action. Vexatious complaints include but are not limited to those issues which are raised:

with malicious intent

with the primary intent to divert organisational resources to delay another matter from being expeditiously dealt with

with the sole intention to annoy or harass another person

frivolously, or

are otherwise lacking in substance.

Staff found to be making vexatious and/ or frivolous complaints may be subject to disciplinary action in line with policies and procedures.

2 Confidentiality

All staff involved in a grievance (including its resolution) must maintain confidentiality and only discuss the matter with their manager, nominated support person (if any), other staff involved in the management of the issue, or immediate family members. Any breach of confidentiality may result in disciplinary or legal action.

Any meetings to discuss a grievance must be held privately and, where possible, away from the immediate work area.

3 Documentation

Any documentation relating to addressing grievance matters must be kept securely.

Where the manager addresses grievances directly [see Section 6], they must take brief and factual diary or file notes of all agreed actions and timelines. These notes are to be retained in a secure manner for one year. In addition the manager must complete a Manager/ Supervisor Grievance Report form [No. 731] and forward it by email to the Workplace Conduct and Performance Unit at WorkplaceConduct@transport.nsw.gov.au [see Section 6.4].

4 Victimization

Victimization is any unfavourable treatment of a person as a consequence of their having lodged a grievance, being the subject of a grievance or being otherwise involved in a grievance.

Staff who raise or are otherwise involved in a grievance, are not to be victimised in any way.

Disciplinary proceedings may be commenced against any staff member who victimises or retaliates against a person lodging or otherwise involved in a grievance.

5 Addressing a grievance

A grievance does not need to be submitted in writing in order for the grievance to be addressed.

Grievances may be referred to the Workplace Conduct and Performance Unit at any time directly by the staff member, their manager, another senior manager or the General Manager, Human Resources.

5.1 Seeking advice

At any time, staff can seek guidance on policies and procedures by contacting HR Advisory or their union delegate.

Managers may access advice and support from the Workplace Conduct and Performance Unit.

5.2 Local, informal resolution

Ideally, grievance matters are most effectively addressed informally at a local level between the parties directly involved.

If the person with the grievance feels able, they should discuss the matter with the person involved or with the manager as soon as possible. In many cases, issues are dealt with most effectively in this way and any misunderstandings can be quickly cleared up.

Where informal discussions are not possible or do not resolve the matter, either party can discuss the matter with their manager, a more senior manager, or the Workplace Conduct and Performance Unit.

6 Grievance addressed by manager

Where the manager is addressing the grievance, in the first instance they can seek advice and guidance from the Workplace Conduct and Performance Unit.

The manager must inform all participants that the matters under discussion are confidential and participants must not discuss or divulge any information related to the matter with any person not directly involved in the grievance resolution process.

The manager must also encourage all participants to access the Employee Assistance Program for any additional support they may need.

6.1 Manager's initial meeting with staff member with a grievance

The manager is to meet with the staff member who has a grievance (the grievant) within 24 hours of them raising the matter, or as soon as practical.

The purpose of the meeting is to clarify the grievant's concerns and desired outcomes.

At any time during this process and following consultation with the Workplace Conduct and Performance Unit, the manager may determine:

the matter should be dealt with under a separate process, eg where discipline or work health and safety issues are identified, or

that the grievance is vexatious

and make the appropriate referrals.

Where the manager is of the view that the matter can be dealt with under the Grievance Resolution Procedure, they must inform the grievant that they will discuss the nature of the grievance and any relevant details with the staff member who is the subject of the grievance (the respondent) and, where necessary, any other relevant witnesses.

6.2 Meeting with respondent

The manager must then meet with the respondent as soon as practical to provide information on the details of the grievance, the issues involved and the name of the person who lodged the grievance, so the respondent can respond fully to the manager and provide any relevant information.

The manager must inform the respondent that the manager may discuss the nature of the grievance with relevant witnesses.

6.3 Meeting with any witnesses

The manager may determine that discussions with any witnesses may assist them in the grievance resolution process. The manager must meet with witnesses as soon as practical.

The manager must not provide witnesses with any more information than they need in order to respond to matters requiring confirmation or clarification.

6.4 Concluding the grievance

Once the manager has gathered sufficient information on the matter, they are to convene a meeting with the parties directly involved.

The manager needs to set aside a reasonable period of time for the meeting (2 - 3 hours) and ensure any necessary arrangements are put in place to enable dedicated commitment to the process by all parties.

Depending on the circumstances, joint or separate meetings may be held with the grievant and the respondent. It is preferable that a joint meeting is held as lasting solutions are generally those that are generated collaboratively by the parties involved.

Outcomes can include:

the parties reach agreement

there is an improvement in the immediate circumstances that gave rise to the grievance

outstanding issues remain but the parties agree to disagree and continue to work in a professional manner, and/ or

there is no possible action that can be taken to resolve the matter but the parties accept this and the matter will not be discussed again.

If the grievance is not successfully resolved, the manager can refer the matter to a more senior manager and/ or seek advice and support from the Workplace Conduct and Performance Unit.

In all cases, the manager must complete a Manager/ Supervisor Grievance Report form [No. 731] and forward it by email to the Workplace Conduct and Performance Unit at WorkplaceConduct@transport.nsw.gov.au.

7 Action by Workplace Conduct and Performance Unit

Where a grievance matter has been raised directly with, or referred to, the Workplace Conduct and Performance Unit (WCPU) are to contact the parties involved, discuss the matter with them and assess the most appropriate action to be taken.

Actions may include one or more of the following:

a facilitated discussion (conducted by the WCPU or another nominated person)

mediation

development of a remedial action plan

referring the matter to be dealt with under a separate process, eg where discipline or work health and safety issues are identified, and/ or formal investigation, or

other appropriate action as determined by the WCPU.

8 Grievance appeals

The grievant or respondent may lodge an appeal where they believe that the whole or part of the grievance resolution process did not comply with the requirements of this procedure.

The appeal must be lodged in writing to the Chief Executive, no later than 21 calendar days after the parties have been advised of the outcome.

The Chief Executive is to review the relevant documentation, take any further action they deem necessary and provide formal notification to the parties involved of their decision.

2 Supporting Documentation

Name of document	Location	Document Type
Workplace Professionalism and Conduct Policy	Intranet - HR Manual	Policy
Code of Conduct and Ethics	Intranet - HR Manual	Policy

Section C - Governance

1 Roles and Responsibilities

Role	Description
Staff member, skill hire personnel and professional services contractor	Ensure all behaviour is in accordance with the RMS Code of Conduct and Ethics and this procedure Commit to resolving work-related disputes or differences in a constructive, cooperative and timely manner
Manager	Model appropriate behaviours in the workplace and undertake preventative measures in accordance with this procedure Resolve workplace disputes and grievances in a fair and timely manner and in accordance with this procedure

2 Policy directory requirements

This Roads and Maritime Services Human Resources Manual policy is approved for use.

Date of approval: XXXXXXXXXXXX.

3 Evaluation and review

Review of this procedure is scheduled 2 years from the date of approval.

4 Further information

HR Advisory

Intranet: HR@RMS - 'Ask HR a question'

Email: tfnswhr@transport.nsw.gov.au

Phone: 1800 618 445

Workplace Conduct and Performance Unit

Email: WorkplaceConduct@transport.nsw.gov.au

Section D - Tools**Grievance Resolution Flowchart**

(please see file)

Section E - Document Control**Version control and change history**

Version number	Approval date	Approved by	Amendment
01	9 August 2012	General Manager Human Resource Strategy	
01.1	9 January 2014	General Manager Human Resources	Updated to meet changes to the management of grievances by Transport Shared Services Workplace Conduct and Performance Unit
02	XXXXXXXX		DRAFT WITHOUT PREJUDICE

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

SOUTH SYDNEY CITY COUNCIL SALARIED OFFICERS AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by City of Sydney and another.

(Nos. IRC 176 and 366 of 2014)

Before The Honourable Justice Walton, President
Commissioner Stanton
Commissioner Newall

7 August 2014

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Area Incidence and Duration
3.	Statement of Intent
4.	Anti-Discrimination
5.	Grievance and Dispute Settlement Procedure
6.	Classification Structure
7.	Rates of Pay
8.	Pay Increases
9.	Salary Sacrifice
10.	Payment of Wages
11.	Local Workplace Agreements
12.	Workplace Flexibility
13.	Skills Development and Workplace Training
14.	Terms of Employment
15.	Hours of Work
16.	Part-time Employment
17.	Casual Employment
18.	Consultative Committee
19.	Higher Grade
20.	Penalty Rates
21.	Overtime
22.	Leave Entitlements
	A. Annual Leave
	B. Bereavement Leave
	C. Personal Carer's Leave
	CA. Flexible Alternative to Personal Carer's Leave
	D. Long Service Leave
	E. Parental Leave
	F. Sick Leave
	G. Other Leave
23.	Public Holidays
24.	Union Picnic Day
25.	Calculation of Service

26. Work Health and Safety
27. Uniforms, Clothing and Safety
28. Workplace Efficiency
29. Exemption from Industrial Action
30. Tool Allowance
31. Travelling Expenses
32. Meal Breaks
33. Payment to Dependants of a Deceased Employee
34. Employee Representatives
35. Termination of Employment
36. Workplace Change and Redundancy
37. Definitions

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Tool Allowance

Table 3 - Performance Incentive Bonus

PART C

AWARD COVERAGE

Table 1 - Categories of Employees

Schedule A - Transitional Arrangements, Savings & Adjustments

2. Area, Incidence and Duration

- (i) This award will be binding on:
 - (a) The Council of the City of Sydney;
 - (b) the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union;
 - (c) the Local Government Engineers' Association;
 - (d) the Development and Environmental Professionals' Association of New South Wales and
 - (e) all employees of the Council of the City of Sydney except those employed under the following awards:

The City of Sydney Wages / Salary Award 2014, as amended or replaced; and

South Sydney City Council Wages Staff Award 2014, as amended or replaced.
- (ii) This Award shall be known as the South Sydney City Council Salaried Officers Award 2014.
- (iii) This Award shall cover positions and grades referred to in Part C - Table 1 of this Award and to any other subsequent positions created under this Award.
- (iv) This Award rescinds and replaces the South Sydney City Council Salaried Officers Award 2010, published 25 June 2010 (370 I.G. 227).
- (vi) This Award shall operate on and from 7 August 2014 and shall remain in force for a period of 3 years.

3. Statement of Intent

The parties to the Award are committed to:

- (i) co-operating positively to increase the efficiency and achieve greater flexibility to workplace practices.
- (ii) improving skill levels and removing impediments to multi-skilling and broadening the range of tasks that the employee may be required to perform.
- (iii) eliminating discrimination.

4. Anti-Discrimination

- (i) It is the intention of the parties to this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the Anti-Discrimination Act 1977 (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - a. any conduct or act which is specifically exempted from anti-discrimination legislation;
 - b. offering or providing junior rates of pay to persons under 21 years of age;
 - c. any act or practice of a body established to propagate religion which is exempted under sec 56 (d) of the Anti-Discrimination Act 1977 (NSW);
 - d. a party to this agreement 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.

5. Grievance and Dispute Settlement Procedure

- (i) The parties to this Award are committed to resolving disputes and grievances through co-operative consultation with one another and joint problem solving.
- (ii) To ensure that disputes and issues relating to the provisions of this Award do not go unresolved and affect workplace productivity and relationships, the parties commit themselves to the processes of the Council's dispute resolution process as detailed under this clause.
- (iii) The dispute resolution process must be entered into by the parties to this Award with the intention of preventing or settling any grievance, complaint or dispute at the workplace without industrial action or stoppage of work, and with a view to ensuring that services to the public and ratepayers are maintained without interruption or being affected in any way.

- (iv) Procedures to Resolve Workplace Grievances, Complaints or Disputes (The Dispute Resolution Process)

At all stages of the Dispute Resolution Process employees will continue to perform work for the Council as directed by the Council or its authorized representatives, without interruption or the imposition of any bans or limitations, and in accordance with the provisions of this Award and any relevant Council policies. The procedure to be followed is as follows:

Step 1 If there arises any grievance, complaint or dispute at the workplace, in the first instance the employee(s) concerned and/or any employee representative must meet to discuss the matter with the employee(s) immediate supervisor. The employee(s) supervisor will listen carefully to the employee(s) concerns and together the parties will try to resolve the dispute.

Step 2 If the supervisor and employee(s) (and/or their representatives) are unable to resolve the dispute or it is not appropriate that the supervisor deal with the dispute, the dispute must be referred to senior management. Senior management will listen to the employee(s) concerns and either resolve the dispute or refer the matter to more senior management.

Step 3 More senior management will listen to the employee(s) (and/or their representatives) and attempt to resolve the dispute. It is either resolved or referred to an independent body.

Step 4 If more senior management and the employee(s) are unable to resolve the dispute an independent conciliator or mediator will assist to resolve the dispute.

- (v) To assist the expeditious resolution of disputes, where matters of urgency are raised at an organised meeting of the Unions the Manager, Human Resources Operations will be informed by an official of the relevant Union(s) of the existence of the dispute. The Manager, Human Resources Operations, will then inform the Executive Members concerned and, if need be, the Chief Executive Officer. If the matter remains unresolved, the Manager, Human Resources Operations, will arrange a conference between the parties concerned or affected.
- (vi) Nothing contained in the Dispute Resolution Process will preclude the Council or any of the Unions concerned from entering into direct negotiations on any matter. During such negotiations, except where they are concerned wholly or predominantly with a genuine safety issue, work will be performed as directed by the Council or its authorised representative(s).

6. Classification Structure

Categories of employees who may be employed under this Award are set out in Table 1 of Part C.

- (i) Progression Grades 1 to 13
- (a) The classification structure has as its foundation a consistent and rigorous process of determining relativities of positions. This process takes into account all the features of work performed by salaried employees at Council, including the nature of all conditions under which it is performed and any hazards that may inevitably be experienced.
- (b) Movements through each of the Levels shall be based on the acquisition and application of additional skills over a prescribed period, which shall be a minimum of 12 months for any one Level. The minimum period is established to ensure that the skills acquired can be applied to the full range of conditions that may apply to the position and to an appropriate level of performance.
- (c) Job Evaluation Policy - The consistent analysis and evaluation of each position within the grading structure shall be undertaken in compliance with the Job Evaluation Policy, as adopted by Council from time to time.
- (ii) Leadership Criteria and Performance Incentive Bonus Scheme Grades 14-18

- (a) Leadership Criteria is available to provide employees with the opportunity to receive recognition for meeting or exceeding these criteria. Employees shall complete the 12 months review cycle with Council prior to being eligible for the bonus payments.
- (b) The rates of pay for Leadership Criteria are set out in Table 1 of Part B of this Award.
- (c) Employees who have reached the Leadership Criteria pay rate will be eligible to participate for Performance Incentive Bonus Payments as follows:
 - 1. New Employees - for employees commencing employment after 14 August 2002:
 - (i) Stage 1 : Performance bonus of up to 2.5% is available after a 12 month assessment process following successful completion of the leadership criteria. The process will start on 1 July 2003 with an assessment to take place between July and August 2004. The bonus of up to 2.5%, where achieved will be paid by 30 September 2004.
 - (ii) Stage 2: Performance bonus of up to 5% is available after a 12 month assessment process. This will begin on 1 July 2004 and subject to the completion of the stage 1 performance assessment process. The assessment will take place between July and August 2005. The bonus of up to 5%, where achieved will be paid by 30 September 2005.
 - 2. Existing Employees - for employees commencing employment before 14 August 2002:
 - (i) Stage 1: Performance bonus of up to 5% is available after a 12 month assessment process following successful completion of the leadership criteria. The process will start on 1 July 2003 with an assessment to take place between July and August 2004. The bonus of up to 5%, where achieved will be paid by 30 September 2004.
 - (ii) Stage 2: Performance bonus of up to 5% is available after a 12 month assessment process. This will begin on 1 July 2004 and subject to the completion of the stage 1 performance assessment process. The assessment will take place between July and August 2005. The bonus of up to 5%, where achieved will be paid by 30 September 2005.
- (d) Bonus payments, where referred to in this clause are one off payments and do not form a permanent part of the base salary of the employee.
- (e) The amounts of bonus payments for each stage are set out in Table 3 of Part B of this Award.
- (f) Within 12 months of the making of this award the parties will negotiate to finalise the model for the performance incentive bonus scheme and an appropriate training agenda, for commencement of the process on 1 July 2003.

7. Rates of Pay

- (i) The rates of pay are set out in Table 1 of Part B of this Award and incorporate a 2.75% increase that is effective from 13 July 2013 for employees employed as at the date of the making of this Award (noting that 2.5% has already been paid).
- (ii) The rates of pay detailed at 'Entry' at each of the steps within each of the Grades include all skill based and disability allowances and other payments for accreditation which applied prior to the making of this Award and take into account the range of conditions under which all work is performed.
- (iii)
 - (a) Salary steps are provided within grades 5 to 13 to encourage the development of positions within these grades.

(b) The relationship between the entry rates of pay and the subsequent steps is detailed as follows:

Grades 5 to 8	Entry to Step 1:	3.5%
	Step 1 to Step 2:	3.5%
	Step 2 to Step 3:	3.0%
Grades 9 to 13	Entry to Step 1:	2.5%
	Step 1 to Step 2:	2.5%
	Step 2 to Step 3:	2.5%
Grades 14 to 18	Appointment to	
	Leadership Pay Rate:	2.5%

(iv) The rate of pay for positions at Grade 14 and above shall be inclusive of the overtime required to effectively undertake the range of duties required of the position.

8. Pay Increases

- (i) For the term of this Agreement, the following increases will apply to the rates of pay detailed in Table 1
- a. Movements in the rates of pay detailed in Appendix 1 will be consistent with the percentage increases in the rates of pay provided by the successor to the Local Government (State) Award 2010. These increases will apply on the first full pay period following:

1 July 2014;

1 July 2015; and

1 July 2016.

9. Salary Sacrifice

An employee may agree to sacrifice a portion of pre-tax ordinary pay in accordance with Council's Salary Sacrifice Policy.

10. Payment of Wages

- (i)
- (a) The Council will pay the weekly wage due to each employee directly into an account bearing the employee's name at a mutually agreed financial institution (referred to as the nominated account) subject to the following;
- (1) The Council reserves the right to limit the definition and number of financial institutions that can be nominated; and
 - (2) Employees must supply full details of the nominated account to the Council prior to commencing their employment.
- (b) Time off during normal working hours will not be required by employees, or authorised by Council, for the purpose of obtaining cash or otherwise attending to the accounts at the nominated financial institutions.
- (ii) An employee may authorise the Council to deduct payments on behalf of the employee, provided the employee has given written notification authorising the deduction(s).

11. Local Workplace Agreements

- (i) The parties agree to review operations at the workplace level on an ongoing basis with the view to providing enhanced flexibility and efficiency.
- (ii) In agreement with employees and their representative unions, the Council may establish Local Workplace Agreements (LWA) particular to a specific site or group of employees to provide improved flexibility and efficiency.
- (iii) A LWA may be negotiated to provide for different conditions of employment than are provided for in the Council's Industrial Agreements and Awards. As an example an LWA may change issues relating to: hours of work, shift work, overtime, on call, meal breaks, and allowance payments.
- (iv) A LWA may provide for different conditions of employment where the following requirements have been complied with:
 - a) employees are not disadvantaged when the LWA is viewed as a whole;
 - b) the majority of employees affected agree after taking all views into consideration, including the need to maintain effective working relationships;
 - c) the appropriate Union has been advised prior to commencement of discussions with the employees concerned;
 - d) the LWA is not contrary to any law or other Enterprise Agreement and does not jeopardise safety;
 - e) the hours of work cannot be altered so that they exceed the maximum number of ordinary hours allowed under the Industrial Relations Act;
 - f) the LWA will improve efficiency and/or customer service and/or job satisfaction.
- (v) LWA's will be productivity-based. Existing Award provisions will apply unless expressly varied by such an Agreement.
- (vi) LWA's may provide for improvements in remuneration and/or conditions linked to productivity improvements.
- (vii) LWA's will be by consent, between employees, the Council and the relevant Union(s), where the parties shall commit in writing and include a date of operation and expiration. Affected employees will be given the opportunity to vote on any Agreement proposed by the relevant union(s). In order for the LWA to be accepted, a majority (i.e. 50% + 1) of employees party to the LWA must vote in favour of it.
- (viii) All LWA'S that have been accepted as per subclause 11(vii) will be registered with the NSW Industrial Relations Commission.

12. Workplace Flexibility

- (i) The parties to this Award agree that to provide an efficient and effective level of service staffing arrangements must continually address service demands and employees must be flexible to the Council's requests to perform additional or other duties as necessary.
- (ii) To meet service demands, from time to time, the Council may require employees to transfer between divisions/positions within the same salary band or level.
- (iii) The transfer of an employee to a new position will be carried out after considering the job requirements of the position and the employee's relevant experience, skills, abilities and knowledge.

- (iv) An employee will not be placed in a position where they are unable or unqualified to meet that position's job requirements, unless training opportunities are also provided. It is the responsibility of the employee to notify the Council if they believe they are unable or unqualified to meet a position's job requirements.
- (v) Transferring employees for the purposes of this clause will receive their existing rate of pay (i.e. the employee's take home pay will not be reduced).
- (vi) Transfers may involve changes to duties and functions. Where this occurs, employees may be required to undertake formal or on the job training to gain necessary skills and to be able to accept new responsibilities.
- (vii) Where prior written approval is given, the Council will bear the costs associated with any training which the employee is requested or required to undertake

13. Skills Development and Workplace Training

- (i) The Council agrees to develop and implement individual development plans for all staff. Such plans will be developed through consultation and assessment of skills with regard to organisational requirements and individual career paths.
- (ii) Individual development plans will be reviewed annually in line with the Performance Management & Development Program.
- (iii) If an employee is required by the Council to undertake compulsory training in accordance with the employee's individual development plan, the employee will not suffer any reduction in ordinary pay as a result.

14. Terms of Employment

- (i) To be eligible for a permanent appointment a person must pass a full medical examination by Council's Medical Officer.
- (ii) An employee, who does not report for duty on any day for any reasons shall, as soon as practicable after normal starting time on that day, give notice to the Council or its authorised representative as to the reason for and prospective duration of the absence.
- (iv)
 - (a) Where an employee is absent from duty for reasons which remove an entitlement to payment under this Award, the Council may deduct from the wage of the employee, payment for all time not worked.
 - (b) The Council shall not make any deduction from wages for time lost owing to wet weather, provided that the employee;
 - (1) shall continue working until such time as the supervisor orders work to cease,
 - (2) shall stand by as directed by the supervisor, and
 - (3) shall recommence duty as directed.
- (iv) Where an employee is absent from duty without permission for a continuous period of one ordinary working week, and the employee fails within such period to furnish an explanation in writing for the absence satisfactory to the Council, the employee's employment shall be deemed to have abandoned their employment.
- (v)

- (a) The Council may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training, provided that such duties are not designed to promote deskilling.
- (b) An employee shall carry out such duties as directed, including duties of a higher grade position.
- (c) Where an employee is directed to perform work for a lower grade, the employee shall not suffer any reduction in rate of pay as a result of this arrangement.

15. Hours of Work

(i) Spread of Hours - General

- (a) Except as otherwise provided in paragraph (b), the ordinary working hours for employees shall be 36.25 per week, worked between 6:00am and 8:00pm, Monday to Friday inclusive, except for unpaid meal breaks.
- (b) The ordinary working hours for employees engaged in the library function shall be 36.25 per week, worked between 6:00am and 8:00pm, Saturday to Friday, except for unpaid meal breaks.
- (c) Where the job description requires an employee to supervise 38 hour per week worker(s), the employee shall also be required to work a 38 hour week.
- (d) The ordinary hours of work shall not exceed 12 hours on any one day.
- (e) Except in cases of emergency (to be determined by Council), the Council shall not alter the starting or finishing time of any employee without first giving 7 days notice of the change.

(ii) Arrangement of Hours

- (a) In respect of 36.25 hours per week employees, the ordinary hours of work may be arranged so as not to exceed 72.5 hours within 2 weeks or 145 hours within 4 weeks.
- (b) In respect of 38 hours per week employees, the ordinary hours of work may be arranged so as not to exceed 76 hours within 2 weeks or 152 hours within 4 weeks.

(iii) Spread of Hours - Shiftworkers

- (a) The ordinary hours of a shiftworker shall be worked, in shifts as rostered, between Saturday and Friday inclusive, as follows;
 - (1) Cleansing Foreman on night shift shall work 32 hours per week. For the 32 hours per week prescribed by this paragraph a shift penalty of 11.5% shall apply, except for a shift worked on a public holiday.

This penalty is in lieu of the 30% night shift prescription, in accordance with the 32 hours per week arrangement (Clause 20 - Penalty Rates) carried over from the former Sydney City Council (as a result of boundary changes and or amalgamations prior to 8 May 2003).
 - (2) Employees engaged in the Community Resources function and Children's Services shall work 36.25 hours per week, between 6:00am and 10:30pm.
 - (3) Ordinance Inspector and Parking Enforcement Officers shall work 38 hours per week, between 6:00am to 8:00pm.
 - (4) All other shiftworkers shall work 36.25 hours per week between 6:00am and 8:00pm.

(iv) Shiftwork - General

- (a) A shiftworker shall not be required to work;
 - (1) in broken shifts, or
 - (2) more than 11 shifts in 14 consecutive days without payment of overtime.
- (b) All shift work shall be rostered and the starting and ceasing time of ordinary hours working hours shall be shown in this roster.
- (c) There shall be an interval of at least 8 hours between termination of any shift and commencement of the next succeeding shift.
- (d) Changes in Hours Arrangements by Agreement - A different arrangement or spread of hours to those set out in sub-clauses (i), (ii), (iii) and (iv) may be agreed upon by the Council and the employee(s) concerned. Any such agreement will be genuine with not compulsion to agree. At any stage of the negotiations, either the employee(s) or Council may seek assistance from the appropriate Union, Association or Council's Joint Consultative Committee.
- (v) Transfer of Employees to Shift Work
 - (a) In order to meet the needs of the industry, the Council may introduce shift work or transfer a day worker to shift work, provided;
 - (1) agreement is reached with the Union concerned, or
 - (2) in the absence of agreement, the dispute is referred to the appropriate Conciliation Commissioner. In this case a day worker shall not be transferred to shift work until the dispute has been resolved.
 - (b) The provisions of paragraph (a) of this subclause shall not apply to;
 - (1) shift work already in operation as at the date of making the Award, or
 - (2) Council's right to transfer a day worker to shift work to perform the duties of a shift worker temporarily absent from duty.
- (vi) Redistribution of Daily Working Hours - The Chief Executive Officer and the Secretary of the Union concerned may enter into an agreement for the adoption of a scheme for working a nine day fortnight or nineteen day month. Time worked during these periods shall be treated as the ordinary hours of duty for the employee(s) concerned.

16. Part-Time Employment

- (i) A part time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees employed by the Council, but such days shall not be less than 1 day per week and such hours shall not be less than 4 hours per week and shall be worked in accordance with Clause 15, Hours of Work of this Award.
- (ii) Prior to commencing part-time work, Council and the employee shall agree upon the conditions under which the work is to be performed including:
 - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work; and
 - (b) The nature of the work to be performed; and
 - (c) The rate of pay as paid in accordance with this Award.
- (iii) The conditions may also stipulate the period of part-time employment

- (iv) The conditions may be varied by consent
- (v) The conditions or any variation to them must be in writing and retained by Council. The Council must provide the employee with a copy of these conditions.
- (vi) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement.
- (vii) Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked.
- (viii) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.

17. Casual Employment

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid an hourly rate for ordinary hours worked in accordance with Clause 15, Hours of Work.
- (iii) Overtime shall be paid where a casual employee works outside the ordinary hours for that position.
- (iv) Loading - In addition to the amounts prescribed by sub-clause (ii) of this Clause, a twenty five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall be paid in lieu of all leave and public holidays prescribed by the Award.

18. Consultative Committee

- (i) The Joint Consultative Committee comprising of employee and management representatives, will continue to provide a forum for consultations between the Council and its employees on matters effecting efficiency and productivity, award restructuring and career opportunities for employees.
- (ii) All members of the Joint Consultative Committee should undergo appropriate training to ensure effective participation in the Joint Consultative Committee.

19. Higher Grade

- (i) Temporary Appointments - An employee, required to perform the normal duties of a position which is at a higher grade within the salary system, shall be paid the entry level for that grade, provided;
 - (a) the payment in the higher grade position shall be a minimum increase of 2.5%, provided any payment does not exceed the rate set for step 3 of the grade of the temporary appointment
 - (b) the payment shall be made for the time actually spent relieving in the higher position, and
 - (c) where an employee acts higher grade for a period of 4.5 hours, the higher grade will be paid for the full day subject to a formal direction from a director in advance of the employee acting in the higher grade.
- (ii) Promotions - Permanent appointments/ promotions to a position at a higher level within the salary system shall be made at the entry level of the grade, provided:
 - (a) the minimum salary adjustment shall be an increase of 2.5%;
 - (b) the calculation of any increase provided for in paragraph (a) does not place the employee's new pay rate in excess of step 3 of the grade of the new position.

- (iii) An employee who is appointed to a higher position shall be paid the rate of the higher classification from and inclusive of the date of appointment.
 - (a) Where a vacant position has been filled by a higher grade appointment for a period of three months, the Council shall take the necessary steps to make a permanent appointment to the position.
 - (b) This provision shall not apply to a position vacated on approved leave.
- (v) On-the-job-training - The provision of this clause shall not apply to an employee who performs the whole or part of the duties of a higher grade position for the purpose of gaining experience or training, provided that the appointed occupant remains on duty and retains the responsibilities of the position during this time.
- (vi) Where an employee does not assume the entire duties of a higher grade the employee may be paid a proportionate rate.

20. Penalty Rates

- (i) Except as otherwise provided, all employees are entitled to the following penalty rates:-
 - (a) Rotating shifts, Monday to Friday inclusive:-
 - (1) Morning Shifts - For all ordinary time worked which commences after 4:00am and before 5:30am - ordinary rates plus 15%.
 - (2) Afternoon Shifts - For all ordinary time worked which finishes after 8:00pm and at or before midnight - ordinary rates plus 15%.
 - (3) Night Shifts - For all ordinary time worked which finishes after midnight and at or before 8:00am - ordinary rates plus 15%.
 - (4) Day Shifts - For all ordinary time worked other than in (1), (2) and (3) above - ordinary rates.
 - (b) Permanent Shifts, Monday to Friday inclusive:-
 - (1) Morning Shifts (as defined in sub-clause (a) (1)) - ordinary rates plus 15%.
 - (2) Afternoon Shifts (as defined in sub-clause (a) (2)) - ordinary rates plus 15%.
 - (3) Night Shifts (as defined in sub-clause (a) (3)) - ordinary rates plus 30%.
 - (c) Weekend and Public Holiday Shifts:-
 - (1) Saturday Shifts - For all ordinary time worked, the major portion of which falls between midnight Friday and midnight Saturday - ordinary rates plus 50%.
 - (2) Sunday Shifts - For all ordinary time worked, the major portion of which falls between midnight Saturday and midnight Sunday - ordinary rates plus 100%.
 - (3) Public Holiday Shifts - For all ordinary time worked, the major of which falls on a public holiday - ordinary rates plus 150%.
 - (d) Prescribed 32 Hour Week Workers:-
 - (1) Permanent night shift (as defined in sub-clause (a) (3)), Monday to Friday - ordinary rates plus 11.5%.

- (2) Saturday Shifts (as defined in sub-clause (c) (1)) - ordinary rates plus 25%.
 - (3) Sunday Shifts (as defined in sub-clause (c) (2)) - ordinary rates plus 75%.
 - (4) Public Holiday Shifts (as defined in sub-clause (c) (3)) - ordinary rates plus 150%.
- (ii)
- (a) Transfer of Employee to Shift Work - Except as provided for in paragraph (b) of this sub-clause, a day worker required by the Council to transfer to shift work shall be paid for all morning, afternoon and night shifts worked in the first week after transfer, as follows;
 - (1) if transferred to a 38 or 36.25 hour week roster - ordinary rates plus 50%.
 - (2) if transferred to a 32 hours week roster - ordinary rates plus 25%.
 - (b) A day worker engaged upon day work, who requests and obtains a transfer to shift work, or as a result of having applied for and obtained a position involving shift work, shall not be entitled to the additional payments prescribed by this subclause.
- (iii) Notice for Change in Roster - Where the employer changes the roster of a rostered shift worker, other than a shift worker rostered for relief work, without having first given the employee 48 hours clear notice of the change, the employee concerned shall be paid for the first shift worked on the altered roster at the rate of ordinary time plus 100%.
- (iv) The provisions of this Clause shall not apply to a Caretaker in receipt of free quarters.

21. Overtime

- (i) The Council may require an employee to work reasonable overtime.
- (ii) All time worked by direction before the commencement of ordinary hours, or later than the completion of ordinary hours, shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (iii) Saturday - Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.
- (iv) Sunday - Overtime worked on Sunday shall be paid for at the rate of double time.
- (v) Public Holidays
 - (a) Overtime worked on a Public Holiday as prescribed by this award shall be paid for at the rate of double time during those hours which would be ordinary hours of work.
 - (b) Any portion of overtime worked on a Public Holiday outside the employee's ordinary working hours of work will be paid for at the rate of triple time.
 - (c) The payments prescribed in (a) and (b) of this subclause will be in addition to the employee's normal pay for the holiday, where such an entitlement arises under this Award.
- (vi) Overtime worked on any day, whether in broken periods or otherwise, shall be regarded as continuous.
- (vii) Where the major portion of a period of overtime worked extends into a Sunday or Public Holiday, the whole of the overtime shall be deemed to have been worked on the Sunday or Public Holiday, as the case may be.

- (viii) Where overtime commences or terminates at an hour where the usual means of transport are not available, the Council shall provide, or pay for, suitable transport direct to the employee's home.
- (ix) Minimum Payment - an employee who has ceased work and returned home shall, if required to resume and cease work before the employees normal starting time, receive a minimum payment equivalent to four (4) hours work at the appropriate overtime rates. The provisions of this Clause shall not apply to the following:
 - (a) To a Caretaker residing on premises at the place of employment.
 - (b) Where an employee ceases work without permission or at the request of the employee, before normal ceasing time for such work.
- (x) Ten Hour Break
 - (a) Overtime required to be worked by Council shall be arranged so that the employee has at least a ten consecutive hour break between the completion of work on one day and the commencement of work on the next.
 - (b) Where overtime is not arranged as set out in paragraph (a) of this subclause, the employee upon completion of such overtime, shall be granted ten (10) consecutive hours off duty without loss of pay for ordinary working time. If an employee is instructed to resume work without having had ten consecutive hours off duty, the employee shall be paid at double ordinary rates until such time as the ten hour break is granted.
- (xi) Exemption from Overtime - The provisions of this clause shall not apply to employees whose salary is set at a rate equivalent to the entry level of Grade 14 and above.
- (xii) Time Off in Lieu of Overtime - Where there is prior agreement between the Council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time off in lieu equivalent to the actual hours worked. This paragraph shall not apply to employees who are on call or called back to work. Such time must be taken within three (3) calendar months of accrual otherwise overtime rates will be applied.
- (xiii) Shiftworkers
 - (a) Non continuous overtime - a shift worker called back to work overtime shall be paid at the rate of double time.
 - (b) Public Holidays
 - (i) Overtime worked by a shiftworker on a Public Holiday shall be paid at the rate of double time and one half.
 - (ii) Any time worked by a shift worker on a Public Holiday that falls between the employees ordinary rostered working hours shall not be regarded as overtime and shall be paid for at the appropriate penalty rates.

22. Leave Entitlements

A. ANNUAL

- (i) Annual Leave shall accrue to full-time employees at the rate of 20 days per annum and part-time employees at the rate of one and two thirds days per month on a pro-rata basis.
- (ii) If any special or public holiday for which an employee is entitled to payment occurs during the period of their annual leave, the leave period will be extended to account for such paid holidays.

- (iii) If both parties agree, the leave may be taken in any combination of separate periods, provided the leave is due and taken in whole days.
- (iv) If both parties agree, annual leave may be taken wholly or partly in advance.
- (v) If employed for a full year, a part time employee shall be entitled to annual leave calculated on a proportionate basis.
- (vi) Rostering - Council may roster the taking of annual leave and, unless otherwise agreed between both parties, the date fixed for this purpose will be within a period of twelve months after the annual leave became due.
- (vii)
 - (a) Notice by Council - The Council shall give employees at least one month's notice of the date upon which they are to proceed on annual leave. In the case where annual leave is rostered, notice of at least two months will be given.
 - (b) Notice by Employee - The employee is required to give 2 weeks' notice of the intention to take leave.
- (viii)
 - (a) Employees are entitled to receive their ordinary pay for the holiday period in full prior to proceeding on annual leave.
 - (b) Higher Grade - Where an employee performs duties of a higher grade for a continuous period of at least three calendar months immediately preceding the taking of annual leave, and the employee has not ceased to do such work for an aggregate period of more than five working days, the employee shall be paid for the annual holiday at the rate applicable to the higher classification.
 - (c) Loading - In addition to the payment prescribed in paragraphs (a) and (b) of this sub-clause, an employee shall be paid a loading equivalent to 17.5% of four weeks ordinary wage in respect of each four weeks annual leave accruing. However, in the case of an employee engaged on rostered shift work for a period of twelve months prior to the taking of annual leave, the employee shall continue to be paid the penalty rates relevant to the existing or projected roster, or the loading prescribed by this paragraph, whichever is the greater.
- (ix) On resignation or termination of employment, the Council shall pay to the employee, or the duly authorised legal representative of the employee, all annual leave due to the employee. This shall include payment for any annual leave due to the employee on a proportionate basis. The amount payable shall be calculated at the employee's ordinary rate of pay applicable at the date of termination.

B. BEREAVEMENT LEAVE

- (i) Where an employee, other than a casual employee, is absent from duty because of the death of a person in accordance with paragraphs (a) to (e) below and provides satisfactory evidence to council of such, the employee shall be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:
 - (a) a spouse of the employee; or
 - (b) a de-facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (c) a child or an adult child (including an adopted child, step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de-facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household where for the purposes of this paragraph:

‘relative’ means a person related by blood, marriage or affinity;

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

‘household’ means family group living in the same domestic dwelling.

- (ii) Bereavement leave shall be taken within a reasonable period as soon as practicable from the date of the death of the individual.
- (iii) Employees will be entitled to an additional three days bereavement leave following the death of a parent (including foster and step-parent), spouse (including de-facto partner and same sex partner) or child (including step, foster child).
- (iv) 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.
- (iv) Bereavement Entitlements for Casual Employees
 - a. Subject to providing satisfactory evidence to Council, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in sub-clause 22B(i) paragraphs (a) to (e) above.
 - b. Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - c. Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not engage a casual are otherwise not affected

C. PERSONAL CARER’S LEAVE

- (i) Personal Carer’s leave is available to:
 - (a) provide care and/or support for sick members of the employee’s family or household when they are ill or require care due to an unexpected emergency; or
 - (b) provide for the flexible use of other entitlements.

The personal carer’s leave described in this section C is available to full time and part time staff - but not casual staff.

- (ii) The entitlement to use leave in accordance with this section is subject to the employee being responsible for the care and support of the Person Concerned.

For the purposes of this section C and section C(A), a ‘Person Concerned’ refers to a person who needs the employee’s care and support and is:

- (a) a spouse of the employee; or
- (b) a de-facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de-facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household where for the purposes of this paragraph:

'relative' means a person related by blood, marriage or affinity

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

'household' means family group living in the same domestic dwelling.

- (iii) An employee, other than a casual or other employee that receives a loading in lieu of sick leave, with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill or require care due to an unexpected emergency.
- (iv) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (ii) above, sick leave untaken from the previous year may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (v) The Council may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred in (iv) above.
- (vi) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person or establish by production of documentation the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (vii) The employee shall, wherever practicable, give the Council notice prior to their 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 Council by telephone of such absence at the first opportunity on the day of absence.
- (viii) In normal circumstances, the employee must not take leave under this section C where another person has taken leave to care for the same person.
- (ix) An employee may elect, with the consent of the Council, to take:
 - (a) annual leave, including 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) an employee may elect with the Council's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due;
 - (c) long service leave; or

- (d) leave without pay for the purpose of providing care and support to the person concerned as defined in (ii)
- (x) Personal carers entitlements for casual staff:
 - (a) Subject to the evidentiary and notice requirements in (vi) to (vii), casual employees are entitled to not be available to attend work, or to leave work if they need to care for a Person Concerned (as defined in (ii)) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
 - (b) The Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of the Council to engage or not to engage a casual employee are otherwise not affected.

C(A). FLEXIBLE WORK PRACTICE ALTERNATIVE TO PERSONAL CARER'S LEAVE

- (i) Time off in Lieu of Payment of Overtime:
 - (a) An employee may elect, with the consent of the Council, to take time off in lieu of payment of overtime at a time or times agreed with the Council within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (i)(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 from the date the overtime was worked, or earlier by agreement, or on termination.
 - (a) Where no election is made in accordance with (i)(a) the employee shall be paid overtime rates in accordance with the relevant industrial instrument.
- (ii) Use of make-up time:
 - (a) An employee may elect, with the consent of the Council, to work "make up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided in the relevant industrial instrument, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the Council, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the shift work rate which would have been applicable to the hours taken off.

D. LONG SERVICE LEAVE

- (i) An employee shall be entitled to long service leave at their ordinary rate of pay as follows:

Length of Service	Entitlement	
	Prior to 22/8/83	Since 22/8/83
After 5 years of service	NA	6.5 weeks

After 10 years of service	13 weeks	13 weeks
After 15 years of service	19.5 weeks	21.5 weeks
After 20 Years Service	30.5 weeks	35 weeks
For every completed period of 5 years service thereafter	11 weeks	13 weeks

- (2) Long service leave shall accrue in accordance with the above table and proportionately for each completed month of service.
- (b) Where an employee has completed more than 5 years' service with the Council and is terminated for any cause, the employee or the authorised or legal representative of the employee, shall be paid the monetary equivalent of all long service leave accrued but not taken by the employee at the date of termination. The entitlements shall be calculated in accordance with the table set out in part (a) of subclause (i) of this Clause.
- (ii) Notice
- (a) The Council must give the employee at least one month's notice of the granting of long service leave.
- (b) The employee is required to give 2 weeks notice of the intention to take long service leave.
- (iii) If both parties agree, accrued long service leave may be taken in separate periods of not less than one week.
- (iv) Employees are entitled to receive their ordinary pay for the period of long service leave prior to taking leave.
- (v) The period of long service leave will be extended by any public holidays or award holidays that may fall during the period of long service leave.
- (vi)
- (a) For the purpose of calculating long service leave entitlements in accordance with subclause (i)(a) of this clause all prior continuous service with any other Council within New South Wales shall be deemed to be service with Council.
- (b) Continuity of service shall be deemed not to be broken by transfer or change of employment from another Council provided the period between cessation of service and the date of employment with South Sydney City Council does not exceed three months.
- (vii) Where an employee is employed in accordance with the provisions of this Award and transfers to another Council and the employee elects to transfer accrued long service leave entitlements, Council will pay to the newly employing Council the monetary equivalent of all long service leave accrued by the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement.

E PARENTAL LEAVE

- (i) Parental Leave will be interpreted consistent with the provisions of Part 4, Parental Leave of the Industrial Relations Act 1996 as amended, the NSW Family Provisions Test Case 2005, and section 744 of the Fair Work Act 2009 (Cth).
- (ii) Parental Leave includes maternity leave, paternity or partner leave or adoption leave.

- (iii) An employee is only entitled to parental leave if the employee has had at least 12 months continuous service.
- (iv) Parents cannot take parental leave at the same time except periods of short paternity or partner leave or periods of short adoption leave.
- (v) Entitlement
 - (a) an employee is entitled to a total of 52 weeks parental leave in connection with the birth or adoption of a child; and
 - (b) parental leave is not to extend beyond 1 year after the child was born or adopted.
- (vi) Paternity or Partner Leave
 - (a) Paternity or partner leave is leave taken by an employee in connection with the birth of a child of the employee or the employee's spouse (being a child born as a result of the pregnancy of that spouse).
 - (b) Paternity Leave consists of up to 2 weeks leave on full pay or 4 weeks on half pay at the time of birth of the child or termination of pregnancy (short leave in accordance with sub-clause 22E(iv); and
 - (c) a further unbroken period including 4 weeks on full pay or 8 weeks on half pay in order to be the primary care-giver of the child
 - (d) Paternity or partner leave is subject to the employee providing a certificate from a qualified medical practitioner confirming the employee's spouse or partner is pregnant and the expected date of birth. In addition, in the case of paternity or partner leave taken in accordance with (c) above, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) If applicable, the period of any maternity leave sought or taken by the employee's spouse or partner, and
 - (ii) That the employee is seeking that period of extended paternity or partner leave to become the primary care-giver of their child
- (vii) Maternity Leave
 - (a) An employee who has completed 12 months continuous service and who produces a medical certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery shall be entitled to:
 - 18 weeks full pay; or
 - 36 weeks half pay from the date maternity leave commences;
 - (b) The employee will provide at least 10 weeks written notice of the intention to take leave
 - (c) Other arrangements for maternity leave shall be in accordance with the Council's Parental Leave Policy.
- (viii) Adoption Leave
 - (a) Adoption Leave is leave taken by a male or female employee in connection with the adoption by an employee, or a partner of an employee, of a child under the age of 18 years. Adoption leave consists of:

an unbroken period of up to 3 weeks unpaid leave at the time of the placement of the child with the employee; and a further unbroken period in order to be the primary care-giver of the child

An employee, entitled to adoption leave, who adopts a child under the age of 5 years shall be entitled to:

18 weeks full pay; or

36 weeks half pay

(b) Adoption leave is subject to the employee providing:

a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes and

a statutory declaration by the employee stating, where applicable, the period of any adoption leave sought or taken by the employee's spouse or partner, and that the employee is seeking that period of extended adoption leave to become the primary care-giver of their child

(c) For the purposes of this Clause, spouse includes a de facto spouse.

(ix) The weekly rate of pay referred to in sub-clauses 22E(vi), (vii) and (viii) will be based on the employee's substantive hourly salary times the average number of ordinary weekly hours worked over the preceding 12 months.

(x) Notice of Intention to Take Parental Leave

(a) The employee should give at least 10 weeks' written notice of their intention to take leave.

(b) In the case of maternity leave and paternity leave the employee must give 4 weeks' written notice of the dates on which the leave will commence and end.

(c) In the case of adoption leave the employee must give written notice of the dates on which the employee proposes to start and end the period of leave as soon as practicable but at least 14 days before proceeding on leave.

(xi) Right to Request

(a) An employee entitled to parental leave may request the Council to allow the employee to:

(i) extend the period of simultaneous parental leave use up to a maximum of eight weeks;

(ii) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

(iii) return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(b) The Council 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 Council's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) The employee's request and Councils decision made under sub-clauses 22E(xi)(a)(ii) and 22E(xi)(a)(iii) must be recorded in writing.
 - (d) Request to return to work part-time - Where an employee wishes to make a request under sub-clause 22E(xi)(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (xii) Communication during parental leave
- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Council will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - (b) The employee shall take reasonable steps to inform the Council about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (c) The employee shall also notify the Council of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a) above.

F. SICK LEAVE

- (i) Definition - Sick Leave - Sick Leave is paid leave of absence (payable at the ordinary rate) which is granted to an employee when the employee is unable to perform his/her duties on account of illness or injury.
- (ii) Entitlements
 - (a) Upon appointment - 15 days
 - (b) Upon completion of each 12 months of service subsequent to appointment - 15 days.
 - (c) Sick leave shall be cumulative from year to year
 - (d) Part-time employees shall have pro-rata entitlement to sick leave calculated upon the number of hours worked per year.
- (iii) Notification of absence
 - (a) An employee unable to attend work through illness or injury shall contact their supervisor or designated person as soon as practicable.
 - (b) Where possible the employee shall advise their supervisor of the anticipated length of their absence from work.
- (iv) Provision of Medical Certificates
 - (a) When an employee is absent from work owing to illness or injury for a period in excess of two consecutive working days (inclusive of weekends) the employee must provide a

certificate from a qualified medical practitioner, confirming that the employee was unfit to attend work for the period claimed as sick leave. This certificate must be dated within 3 days from and inclusive of the first day of absence.

- (b) When an employee has three (3) absences (including carer's leave absences) not supported by a medical certificate in a year, the employee is required to furnish a medical certificate for all future absences for the balance of that service year.
 - (c) When an absence of sick leave is likely to extend for a period longer than 5 days, the employee shall provide a medical certificate to their supervisor which shows the anticipated date of return.
 - (d) When the absence extends beyond the date shown on the initial certificate issued, the employee shall submit a new certificate which shows the anticipated date of return and will continue to provide such certificates until the employee returns to work.
 - (e) Requests for payment of sick leave shall be submitted on the appropriate form supplied by the Council.
- (v) Direction to attend a Medical Examination
- Council may direct an employee to attend a medical practitioner nominated by the Council:
- (a) when it appears unlikely that the employee will resume their employment; or
 - (b) when the absence is likely to be for a period which will exhaust the employees entitlements to be paid sick leave; or
 - (c) the employee is ill so frequently as to raise the question of fitness to carry out the duties of their substantive position.
 - (d) when an explanation for illness contained in a medical certificate is vague or insufficient.
- (vi) Sick Leave Without Pay
- (a) Where an employee has exhausted all accrued sick leave entitlements and the employee is unable to attend for duty owing to illness or injury, the period of absence shall be regarded as sick leave without pay.
 - (b) An employee's entitlement to sick leave without pay will be 60 days.
 - (c) Periods of sick leave without pay shall count as service provided -
 - (i) the maximum period or periods of sick leave without pay does not exceed a total of 60 days.
- (vii) Public holidays occurring during a period of absence due to sick leave, shall not be counted as sick leave.
- (viii) Higher Grade - Where an employee performs duties of a higher grade for a continuous period of at least three (3) calendar months immediately preceding the taking of sick leave, and the employee has not ceased to do such work for an aggregated period of more than five (5) working days, the employee shall be paid for the sick leave at the rate applicable to the higher classification for a maximum of 20 days for any one absence.
- (ix) Illness when on Annual/Long Service Leave - If an employee becomes sick or is injured whilst on annual leave or long service leave, the employee may elect to have the period of illness treated as sick leave and at a time convenient to the Council take additional holiday leave equivalent to the period of illness, provided:-

- (a) the period of illness or injury is at least 7 days
 - (b) the illness or injury is supported by medical evidence satisfactory to the Council confirming that the employee was housebound.
- (x) Refund of Sick Pay - Where an employee obtains a verdict for damages or an amount of money in settlement of a claim for damages against a third party in respect of an injury or illness for which the employee has received sick pay in accordance with the provisions of this Clause, the employee shall refund to the Council any such sick pay paid by the Council insofar as the verdict or settlement includes an amount in respect of such sick pay.
- (xi) Council's liability under this clause in respect of one continuous absence of sick leave is limited to 315 days for staff employed as at 11 February 1980 and 260 days for those employees commencing employment on and after the 12 February 1980.

G. OTHER LEAVE

- (i) Jury Leave

Full time or part time employees required to attend jury service will be paid an amount equal to the difference between what you are paid for jury service and what an employee would have been paid if they had worked their rostered hours.

23. Public Holidays

- (i) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other days proclaimed as public holidays by the New South Wales State Government will be holidays under this Award.
- (ii) In addition to the days provided for in sub-clause (i), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- (iii) Where a holiday occurs on a day on which an employee is rostered off while employed on a rotating roster system, the employee shall be paid an ordinary day's pay for that day. This payment shall be in addition to an ordinary week's pay, provided that the additional amount paid for the public holiday does not exceed eight hours pay.
- (iv) Where an employee is required to perform higher grade duties for the full day proceeding or following a public holiday, the employee shall be paid for the holiday at the higher grade rate.
- (v) An employee who is absent without pay on the working days immediately before and following a public holiday shall not be entitled to payment for the holiday.

24. Union Picnic Day

- (i)
 - (a) Union Picnic Day shall for the purposes of this Award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be held on a day that is agreed to by the Council and the Union(s).
 - (b) The union(s) shall advise the Council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (ii) Where an employee, who is not a financial member of the union(s), is required to work on Union Picnic Day, the employee shall be paid ordinary pay for the normal working day.

- (iii) Employees who are not financial members of the Union(s) and who are not required by Council to work on Union Picnic Day may apply to the Council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by Council, or may be required by Council to make up overtime.

25. Calculation of Service

- (i) For the purpose of this award, the following periods shall be taken into account in calculating service with the Council;
 - (a) any leave of absence with pay approved by Council,
 - (b) any leave of absence without pay approved by Council General Manager but not exceeding one ordinary working week,
 - (c) periods of absence due to accident or incapacity for work covered by the Workers Compensation Act 1987,
 - (d) previous periods of service which were not terminated by resignation or dismissal, and
 - (e) any period of service with the Australian Military Forces provided that the employee enlisted or was called up direct from the service of the South Sydney City Council and the employee subsequently returned to Council's service.
- (ii) Sick Leave without Pay - where sick leave has been approved by Council, the period of leave shall count as service, provided;
 - (a) the maximum period or periods of leave without pay to count as service does not exceed a total of 60 days,
 - (b) any periods of sick leave without pay approved to count as service shall be aggregated so that the maximum available throughout the employee's employment with Council shall be limited to a total amount of 60 days, and
 - (c) where the incapacity is due to war caused disabilities accepted by the Department of Veteran's Affairs, the employee shall be entitled to have counted as service one additional week for each year of the employee's service.

26. Work Health & Safety

- (i) The parties to this Award acknowledge that they are mutually responsible for providing a safe and healthy work environment. The parties will work co-operatively through the Work Health & Safety (WHS) Committee and other workplace consultative committees to ensure that employees may carry out their work free from the risk of injury or harm.
- (ii) The Council will continuously address hazards in the workplace through implementation of WHS Plans which may be added to or amended from time to time. WHS Plans will be used to identify, assess and control workplace hazards through consultation with employees and management.
- (iii) The Council will put in place and/or instruct employees on safe systems of work and all employees will comply with those safe systems of work and use the plant, equipment, and protective clothing provided safely and in the manner for which it is intended.
- (iv) Employees who identify potential risks or hazards must immediately report the risk or hazard to their immediate supervisor or the WHS Committee.

27. Uniforms, Clothing and Safety

- (i) Where the Council provides an employee with a uniform or safety/protective clothing, including safety footwear;
 - (a) The Council shall pay for the cost of clothing.
 - (b) The employee shall wear and use such clothing (including footwear) as directed.
 - (c) Lost or damaged clothing due to an employee's misuse or negligence shall be replaced or paid for by the employee to whom the clothing was issued.
- (ii)
 - (a) All employees will comply with safety regulations and wear all safety equipment and clothing at all times.
 - (b)
 - (1) An employee who fails or refuses to wear safety clothing (including footwear) will not be permitted to commence work and will be sent home to collect the clothing. The employee shall receive no pay for the absence.
 - (2) An employee who continues to breach the provisions of this clause will be subject to disciplinary action.

28. Workplace Efficiency

- (i) The union(s) and employees concerned will cooperate in relation to the introduction of mechanisation or technological changes in the Council, depending on prior consultation. This is to enable advantage to be taken of new or improved technology so as to achieve efficiency gains, both monetary and otherwise, by enabling the most suitable plant and equipment to be used, and to facilitate the introduction of mechanisation or technological changes.
- (ii) Where the Council does not have specialised equipment or plant, or where purchase of such equipment could not be financially justified, or where work involves expertise beyond Council's staff, or in special circumstances, contractors may be used to perform work concerned.
- (iii) The Council may reintroduce time clocks and/or attendance books for all personnel with no loss of privilege to current individual staff exempted at present.
- (iv) The Council may rearrange lunch breaks to increase effective working time and reduce disruption to the workforce.
- (v) To achieve increases in effective working time, existing practices shall be altered so that;
 - (a) Morning/afternoon tea breaks are to be taken where the employee is working; and
 - (b) The maximum period of 10 minutes changing, showering and washing time, allowed as a concession to those employees whose normal duties necessitate that they have a shower or a wash before departing, shall not be exceeded.
- (vi) To shorten the waiting time for stores and materials, to obtain more effective use of working time and to facilitate faster completion of jobs, employees concerned will cooperate with management in the early planning of stores acquisitions and related matters.
- (vii) Trades staff are to cooperate with management in improving, where feasible, the orderly and economical scheduling of work to be done by the various trades concerned in jobs where more than one trade is involved.

- (viii) Employees will co-operate in the introduction of future improvements in working practices and procedures and improved and more efficient working methods where reasonable and will cooperate in reducing costs where practicable.

29. Exemption from Industrial Action

The unions agree that the following permanent exemptions shall apply in relation to all industrial action:

- (i) Council may engage contractors to provide security services in relation to the Administrative Offices and Council Chambers complex, if Council deems it necessary for public safety and/or the protection of property;
- (ii) Emergency Services Officers are exempt from all industrial action;
- (iii) community services, including meals-on-wheels and other services to aged persons, the food cooperative service, the tenants' support service, shall be exempt from all industrial action;
- (iv) watering and care of all horticultural material, including nursery stock, seedlings, specialised turf sporting areas and complexes shall be exempt;
- (v) at the Administrative Offices and Council Chambers, the following shall be exempt from all industrial action:
 - (a) the staffing of the Administrative Offices' vehicular entrances;
 - (b) the staffing of the Administrative Offices' pedestrian entrances;
 - (c) the staffing of the Council Chambers' main entrance;
 - (d) the work of the roving patrols of the Administrative Offices and Council Chambers;
 - (e) the Mayor's Officer;
 - (f) Council's Pest Controller and their plant and equipment;
 - (g) watching services required by law at Council's depots shall be exempt from all industrial action.

30. Tool Allowance

- (i) Where Council requires a tradesperson such as a working Foreman and Team Leader to use tools as part of the performance of their duties the employee shall be paid a tool allowance.
- (ii)
 - (a) The rate per week for tool allowances is set out in Table 2 of Part B of the Award.
 - (b) The allowance paid shall be deemed to apply in respect to the full range of tools ordinarily used in the performance of the employee's trades, occupation and duties.
- (iii) The Council shall;
 - (a) Provide a suitable and secure weather proof lock-up for the purpose of storing employees' tools on the job.
 - (b) Insure and keep insured against loss or damage by fire or theft while on Council's premises, such tools of employees as are necessary and used during the course of their employment.
- (iv) The employee shall, if requested to do so, provide the Council with a list of tools used.

- (v) The Council shall provide tools, other than those expected to be provided by a Tradesperson and for which the allowance is paid. Any argument about this matter is to be dealt with in accordance with the dispute procedure of the Award or referred to the Joint Consultative Committee for consideration.

31. Travelling Expenses

- (i) An employee may apply for a monetary advance to cover those costs which can be determined prior to the required travel.
- (ii) Upon presentation of receipts or other accepted documentation, the employee may claim for reimbursement of all reasonable expenses incurred (less any advance paid) in connection with the employee's duties as directed.
- (iii) Travel arrangements, including accommodation, shall be arranged mutually between the employee and the appropriately authorised Council employee.

32. Meal Breaks

- (i) Unpaid Breaks - An unpaid break of a minimum of 30 minutes shall be given and taken within the first 5 hours of continuous work.
- (ii) Payment when meal break not able to be taken -
- (a) Overtime - An employee required to work overtime for 2 hours or more immediately after the agreed finishing time shall be granted a meal break not exceeding 20 minutes. Where an employee is required to work a further 4 hours following the first two hours of overtime a break of 20 minutes shall be taken each subsequent 4 hours worked.
- (b) Shiftwork - An employee working shiftwork shall be granted a paid break of 30 minutes in each shift.
- (iii) All meal breaks shall be taken at the direction of the Council.
- (iv) Meal breaks shall not be regarded as an interruption to overtime.
- (v)
- (a) Except in cases of extreme emergency, an employee shall not be required to work continuously for more than 5 hours without a meal break.
- (b) Where this is required, an employee shall be paid at the rate of double ordinary rates for all ordinary time worked after the expiry of the 5-hour period. This payment will continue until the meal break is granted or until normal finishing time, whichever is earlier.
- (c) Extension of Meal Break - Where there is prior agreement between the Council and the employee(s), the taking of meal breaks may be extended beyond 5 hours without the payment of overtime. Agreements reached in relation to the extension of meal breaks must be genuine.

33. Payment to Dependents of a Deceased Employee

Where the service of an employee is terminated by death and the employee has an entitlement to payment for annual and/or long service leave, then the amount to which the employee would have been entitled shall be paid by the Council to the estate of the deceased employee.

34. Employee Representatives

- (i) Employees may nominate an employee representative of their choice, as defined below, to represent them in consultations with the Council and/or the Unions.

- (ii) For the purposes of this Award, "employee representative" means an employee of the Council, covered by this Award, nominated by an affected employee(s) of the Council from time to time.
- (iii) With written notification given to the Council, employee representatives will be allowed reasonable time from usual duties, with pay, to represent employees during consultations.
- (iv) Employee representatives may also be granted leave of absence with pay to undertake training of up to 3 days on the following conditions:
 - a. the content of the training will enhance their role in carrying out representational functions under this Award; and
 - b. the Council's operating requirements permit the granting of the leave and are subject to the normal leave approval process.
- (v) While the Council provides employee representatives access to the Council's electronic mail system for the purposes of carrying out functions under this Award, Information Technology policies apply to all users of the Council's information technology facilities and acceptance of the policies and associated rules governing the use of IT facilities is a condition of use.
- (vi) Employee representatives may, with the approval of the Council, hold meetings with the affected employees on the premises of the Council at times and locations agreed between the employee representative and the Council, provided that adequate notice is given to the Council of the intention to hold such meeting and the location thereof, and that such meetings are not held during working hours.

35. Termination of Employment

The Council will apply the Industrial Relations Act, 1996 if it terminates the employment of an employee.

- (i) In circumstances which might lead to the Council terminating an employee's employment, the Council will apply the provisions of Part 6 of the Industrial Relations Act, 1996. It will also apply the matters set out in this clause.
- (ii) The Industrial Relations Act, 1996 sets out the employee's rights if their employment is terminated by the Council. The Council is committed to applying the Act. However, the Act does not become part of this Award. Therefore an employee's rights are not frozen if the Act changes.
- (iii) Instead of giving the employee notice set out in this clause, the Council can pay the employee for the notice period or can reduce the notice period and pay the employee for that reduction. If the Council chooses to pay the employee instead of allowing her/him to work for the full notice period, it will calculate the amount it pays the employee at their ordinary rate of pay for the ordinary hours he/she worked during the period of notice.
- (iv) If the employee decides to leave the Council's employment, then they must give to the Council two weeks' notice. If the employee does not give the Council the correct amount of notice the Council can deduct from any money it owes to the employee the amount they would have earned if they had worked their ordinary hours for the period of notice they have given.
- (v) The employment of a full time or part time employee may be terminated by the giving of notice or the forfeiture by the employee of payment in lieu of notice. This shall not affect the right of the Council to dismiss an employee without notice in the case of an employee guilty of serious misconduct, that is, misconduct of such a nature that it would be unreasonable to require the Council to continue the employment of the employee concerned during the required period of notice.
- (vi) The Council shall give to an employee a period of notice of termination in accordance with the following table.

Employee's Period of Continuous Service	Period of Notice
Less than 2 years	2 weeks
2 years and less than 3 years	3 weeks
3 years and less than 5 years	4 weeks
5 years and beyond	5 weeks

- (vii) For the purpose of this Clause "serious misconduct" includes:
- (a) wilful, or deliberate, behaviour by an employee that is inconsistent with the continuation of the contract of employment; and
 - (b) conduct that causes imminent, and serious, risk to:
 - (i) the health, or safety of a person; or
 - (ii) the reputation of the Council
- (viii) For the purposes of subsection (vii) of this Clause, conduct that is serious misconduct includes:
- (a) the employee, in the course of the employee's employment, engaging in:
 - (i) theft; or
 - (ii) fraud; or
 - (iii) assault; or
 - (b) the employee being intoxicated at work; or
 - (c) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment; or
 - (d) the employee is guilty of a breach of the Council's Code of Conduct and/or disciplinary code as may be varied by the Council from time to time.
- (ix) If an employee is unhappy about how the Council applies this clause to an employee, he or she can use the dispute settlement procedure set out in Clause 5 - Grievance and Disputes Settlement Procedure.
- (x) If the Council has given notice, it will give the employee up to one day off without loss of pay so that he or she can look for other employment. The employee can take time off when it is convenient for he or she and the Council, after the employee has consulted with the Council.
- (xi) In any case where it has been established to the satisfaction of the Chief Executive Officer, or a duly authorised representative, that an employee has been guilty of serious misconduct or breach of discipline, the Chief Executive Officer may do the following instead of terminating the employee's employment:
- (a) suspend the employee for a period not exceeding one ordinary working week; and/or
 - (b) defer payment of a wage increment and/or
 - (c) reduce the rate of the employee's hourly rate either permanently or for a specified period.
- (xii) An employee with more than two months service on leaving or being discharged shall, upon request, be given a certificate of service in writing. Such certificate of service shall contain information as to the length and nature of the employment of the employee.
- (xiii) Council shall, provide an employee whose employment has been terminated, an "Employment Separation Certificate" in the form required by the relevant government department or agency.

36. Workplace Change and Redundancy

(i) Council's Duty to Notify

(a) Where the Council has made a definite decision to introduce major workplace changes, such as restructuring or technology, that is likely to have a significant effect on its employees, Council shall notify the employees who may be affected and the union to which they belong.

(b) A 'significant effect' could include:

Termination of employment,

Major changes to the composition, operation, skill requirements or size of Council's workforce,

The elimination or diminution of job opportunities, promotion or job tenure

The alteration of hours of work,

The need for retraining or transfer of employees to other work or locations, and

The restructuring of jobs

(ii) Council's Duty to Discuss Change

(a) In addition to providing notification, Council will discuss the introduction of major workforce changes with affected staff and their union representatives, including the likely impact the changes may have on employees, and measures that may be implemented to avert or mitigate any adverse affects.

(b) Council shall commence discussions and provide all relevant information about the proposed changes as early as possible.

(iii) Discussion before Termination

(a) Where Council has made a definite decision that it no longer wishes the job being performed by an employee to be done by that individual or any other employee and, as a consequence of this decision, the individual's employment may be terminated, discussions will be held with that employee and their union representatives.

(b) The Council will also provide all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of staff likely to be affected and the number of employees normally employed by the Council, as well as the period over which the terminations are likely to be carried out.

(iv) Notice to Government Agencies

In the event of termination(s), the Council will provide the relevant government agencies, such as Centrelink, with information regarding the redundancies as soon as possible. The information will include the number and categories of employees likely to be affected and the period over which the terminations will be carried out.

(v) Notice to Employee

(a) Council will provide five weeks' notice to terminate, or payment in lieu of such notice, except in circumstances where a redundancy has arisen due to the introduction of new technology.

- (b) Where an employee is to be terminated because of the introduction of new technology, the employee shall be entitled to three months' notice of termination or payment in lieu of such notice.
- (c) Notice or payment of notice under this subclause shall count as service for the purposes of calculating leave entitlements.
- (vi) During a period of notice of termination given by Council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by Council the employee shall provide proof of attendance at an interview.
- (vii) Redundancy Entitlements
- (a) In addition to any required period of notice as provided in subclause (v) of this Clause, an employee shall be entitled to the following:

Year of Service	Payment
0-1 year	2 weeks
1-2 years	6 weeks
2-3 years	10 weeks
3-4 years	14 weeks
4-5 years	16 weeks
5-6 years	18 weeks
6 years and beyond	20 weeks + 2 weeks for each additional year of service up to a maximum of 34 weeks

- (b) In addition, an employee shall be entitled to any other benefits determined by Council policy, to apply in relation to redundancy arrangements.
- (viii) Council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (ix) Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the relevant Government department or agency.
- (x) Wherever practical and reasonable, voluntary redundancy remains Council's preferred option for managing staff who, firstly have been identified as surplus to needs as a result of workplace change and secondly, wish to leave Council.
- (xi) Redeployment
- (a) Wherever practical and reasonable, redeployment remains Council's preferred option for management of surplus staff.
- (b) Salary Maintenance - Where an employee has been identified for redeployment and is transferred in accordance with Council's policy, salary maintenance to the level of the employee's substantive position will be provided for a period limited to 12 months from the date of redeployment. Thereafter the employee will receive the rate applicable to their redeployed position. Future award increases will be absorbed until parity to the new redeployed rate is achieved.

37. Definitions

- (i) Afternoon Shift means ordinary daily working hours that finish after 8.00pm and at or before midnight, Monday to Friday inclusive, except a public holiday.

- (ii) Child means a child of the employee or the employee's spouse under the age of one year.
- (iii) Clerical Positions means those positions whose duties are administrative and clerical in nature and have been classified within the Clerical Scale.
- (iv) Dismissal means termination of the services of an employee.
- (v) Employee means a person appointed to a classification prescribed by this Award.
- (vi) Employer means the Council of the City of Sydney and includes the Chief Executive Officer or any person authorised to act on the Council's behalf.
- (vii) Holiday Shift means the ordinary daily working hours of a shift worker, the major portion of which fall on a public holiday.
- (viii) Hourly Rates shall be calculated by dividing the appropriate weekly wages by the ordinary weekly hours.
- (ix) Maternity Leave is leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity leave consists of an unbroken period of leave.
- (x) Morning Shift means ordinary daily working hours that commence after 4am and before 5.30am, Monday to Friday inclusive, except a public holiday.
- (xi) Night Shift means ordinary daily working hours that finish subsequent to midnight and at or before 8.00am, Monday to Friday inclusive, except a public holiday.
- (xii) Ordinary Rate means the weekly rate of wages prescribed for a classification in this Award.
- (xiii) Paternity or Partner Leave is leave taken by a male employee or same sex partner in connection with the birth of a child of the employee or the employee's spouse.
- (xiv) Primary Care Giver means a person who assumes the principal role of providing care and attention to a child.
- (xv) Resignation means voluntary termination of employment by the employee in accordance with this Award.
- (xvi) Salaried Division means that division of the service consisting of employees appointed to classifications prescribed by this Award.
- (xvii) Saturday Shift means ordinary daily working hours the major proportion of which fall between midnight Friday and midnight Saturday.
- (xviii) Shift Work means work performed during ordinary working hours in continuous morning, afternoon or night shifts, in rotating shifts or in rostered shifts that include a Saturday or Sunday. An employee engaged upon such work shall be deemed to be a shift worker.
- (xix) Spouse includes a de facto or former spouse.
- (xx) Sunday Shift means ordinary daily working hours the major proportion of which falls between midnight Saturday and midnight Sunday.
- (xxi) Union means an organisation of employees registered under the New South Wales Industrial Relations Act 1996.

PART B
MONETARY RATES

Table 1 - Clause 7 - Rates of Pay

Annual Pay Rates				
Grade	Entry	Step 1	Step 2	Step 3
Trainee Grade 1	\$28,976			
Trainee Grade 2	\$33,338			
Trainee Grade 3	\$38,053			
Trainee Grade 4	\$42,860			
1	\$43,773			
2	\$45,674			
3	\$48,578			
4	\$50,115			
5	\$51,470	\$53,271	\$55,137	\$56,789
6	\$52,836	\$54,688	\$56,603	\$58,299
7	\$54,637	\$56,553	\$58,533	\$60,293
8	\$56,922	\$58,918	\$60,983	\$62,812
9	\$60,556	\$62,073	\$63,625	\$65,213
10	\$64,194	\$65,797	\$67,441	\$69,129
11	\$69,629	\$71,365	\$73,153	\$74,982
12	\$75,538	\$77,424	\$79,361	\$81,347
13	\$81,492	\$83,527	\$85,614	\$87,757
Grade	On Appointment	Leadership Criteria in accordance with Clause 6 (ii) of this award		
14	\$90,072	\$92,320		
15	\$96,608	\$99,021		
16	\$103,159	\$105,738		
17	\$112,211	\$115,015		
18	\$121,778	\$124,828		

Table 2 - Clause 25 - Tool Allowance

Annual Tool Allowances	
Classification	Annual Rate
Bricklayer	\$1,099
Carpenter and Plumber	\$1,480
Metal and Mechanical Trades	\$1,480
Painter and Signwriter	\$447
Plasterer	\$1,257
Electrician	\$988
Stonemason	\$1,480

Table 3 - Clause 6 - Performance Incentive Bonus Scheme

(i) Employees employed after 14th August 2002

Grade	On Appointment
14 - 18	Refer to Table 1

Leadership Criteria
Refer to Table 1

**Performance Incentive Bonus
(Clause 6(ii))**

Stage 1
(Bonus, where applicable to be paid by 30th September 2004)
0 to 2.5%
using the baseline of the salary listed in the leadership criteria column.

Stage 2
(Bonus, where applicable to be paid by 30th September 2005)
0 to 5%
using the baseline of the salary listed in the leadership criteria column.

0 to 5%
using the baseline of the salary listed in the leadership criteria column.

(ii) Employees employed before 14th August 2002

Grade	On Appointment
14 - 18	Refer to Table 1

Leadership Criteria
Refer to Table 1

**Performance Incentive Bonus
(Clause 6(ii))**

Stage 1
(Bonus, where applicable to be paid by 30th September 2004)
0 to 5%
using the baseline of the salary listed in the leadership criteria column.

Stage 2
(Bonus, where applicable to be paid by 30th September 2005)
0 to 5%
using the baseline of the salary listed in the leadership criteria column.

0 to 5%
using the baseline of the salary listed in the leadership criteria column.

PART C
AWARD COVERAGE

Table 1 - Categories of Employees

Categories of employees who may be employees under this Award.

Categories	Rates of Pay
Trainees	Rates of Pay as specified
Cadets	Grade 1 (entry) to Grade 5 (entry)
Clerical Operational / Library Assistants	Grade 1 (entry) to Grade 5 (Step 2)
Parking Enforcement Officer	Grade 4 (entry); Grade 6 (entry); Grade 6 (entry)
Ordinance Inspectors	Grade 4 (entry); Grade 5 (entry); Grade 6 (entry) to Grade 6 (Step 2)
Clerical Officers	Appointments as made within the respective grades, Grade 6 to Grade 13.
Library Technicians	
Technical Officers	
Administrative Officers	
Librarians	
Team Leaders & Supervisors	
Customer Service Officers	
Town Planners	
Engineers	
Architects	
Draftspersons	
Environmental Health & Building Compliance	
Community & Social Workers Managers & Coordinators	
Specialist Categories & Senior Managers	Appointments as made within the respective grades, Grades 14 to 18.

M. J. WALTON *J*, President
J. D. STANTON, Commissioner
P.J. NEWALL, Commissioner

SOUTH SYDNEY CITY COUNCIL WAGES STAFF AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by City of Sydney and another.

(Nos. IRC 174 and 364 of 2014)

Before The Honourable Justice Walton, President
Commissioner Stanton
Commissioner Newall

7 August 2014

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

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Area, Incidence and Duration
3.	Statement of Intent
4.	Anti-Discrimination
5.	Grievance and Dispute Settlement Procedures
6.	Classification Structure
7.	Rates of Pay
8.	Salary Sacrifice
9.	Payment of Wages
10.	Pay Increases
11.	Local Workplace Agreements
12.	Workplace Flexibility
13.	Skills Development and Workforce Training
14.	Terms of Employment
15.	Hours of Work
16.	Part-time Employment
17.	Casual Employment
18.	Consultative Committee
19.	Higher Grade
20.	Penalty Rates
21.	Overtime
22.	Leave Entitlements
	A. Annual Leave
	B. Bereavement Leave
	C. Personal Carer's Leave
	C(A). Flexible Alternative to Carer's Leave
	D. Long Service Leave
	E. Parental Leave
	F. Sick Leave
	G. Other Leave
23.	Public Holidays
24.	Union Picnic Day
25.	Calculation of Service
26.	Work, Health and Safety
27.	Uniforms, Clothing and Safety

28. Workplace Efficiency
29. Exemption from Industrial Action
30. Tool Allowance
31. Travelling Expenses
32. Meal Breaks
33. Payment to Dependants of a Deceased Employee
34. Employee Representatives
35. Use of External Resources (Contractors)
36. Termination of Employment
37. Workplace Change and Redundancy
38. Definitions

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Tool Allowance

PART C

AWARD COVERAGE

Table 1 - Categories of Employees

Schedule A - Transitional Arrangements, Savings and Adjustments

2. Area, Incidence and Duration

- (i) This award will be binding on:
 - (a) The Council of the City of Sydney;
 - (b) the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union;
 - (c) the Local Government Engineers' Association;
 - (d) the Development and Environmental Professionals' Association of New South Wales; and
 - (e) all employees of the Council of the City of Sydney except those employed under the following awards:

The City of Sydney Wages / Salary Award 2014, as amended or replaced; and

South Sydney City Council Salaried Officers Award 2014, as amended or replaced.
- (ii) This Award shall be known as the South Sydney City Council Wages Staff Award 2014.
- (iii) This Award shall cover positions and grades referred to in Part C - Table 1 of this Award and to any other subsequent positions created under this Award.
- (iv) This Award rescinds and replaces the South Sydney City Council Wages Staff Award 2010, published 25 June 2010 (370 I.G. 262).
- (vi) This Award shall operate on and from 7 August 2014 and shall remain in force for a period of 3 years..

3. Statement of Intent

The parties to the Award are committed to:

- (i) co-operating positively to increase the efficiency and achieve greater flexibility to workplace practices.
- (ii) improving skill levels and removing impediments to multi-skilling and broadening the range of tasks that the employee may be required to perform.
- (iii) eliminating discrimination.

4. Anti-Discrimination

- (i) It is the intention of the parties to this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the Anti-Discrimination Act 1977 (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - a. any conduct or act which is specifically exempted from anti-discrimination legislation;
 - b. offering or providing junior rates of pay to persons under 21 years of age;
 - c. any act or practice of a body established to propagate religion which is exempted under sec 56 (d) of the Anti-Discrimination Act 1977 (NSW);
 - d. a party to this agreement 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.

5. Grievance and Dispute Settlement Procedures

- (i) The parties to this Award are committed to resolving disputes and grievances through co-operative consultation with one another and joint problem solving.
- (ii) To ensure that disputes and issues relating to the provisions of this Award do not go unresolved and affect workplace productivity and relationships, the parties commit themselves to the processes of the Council's dispute resolution process as detailed under this clause.
- (iii) The dispute resolution process must be entered into by the parties to this Award with the intention of preventing or settling any grievance, complaint or dispute at the workplace without industrial action or stoppage of work, and with a view to ensuring that services to the public and ratepayers are maintained without interruption or being affected in any way.
- (iv) Procedures to Resolve Workplace Grievances, Complaints or Disputes (The Dispute Resolution Process)

At all stages of the Dispute Resolution Process employees will continue to perform work for the Council as directed by the Council or its authorized representatives, without interruption or the imposition of any bans or limitations, and in accordance with the provisions of this Award and any relevant Council policies. The procedure to be followed is as follows:

Step 1 If there arises any grievance, complaint or dispute at the workplace, in the first instance the employee(s) concerned and/or any employee representative must meet to discuss the matter with the employee(s) immediate supervisor. The employee(s) supervisor will listen carefully to the employee(s) concerns and together the parties will try to resolve the dispute.

Step 2 If the supervisor and employee(s) (and/or their representatives) are unable to resolve the dispute or it is not appropriate that the supervisor deal with the dispute, the dispute must be referred to senior management. Senior management will listen to the employee(s) concerns and either resolve the dispute or refer the matter to more senior management.

Step 3 More senior management will listen to the employee(s) (and/or their representatives) and attempt to resolve the dispute. It is either resolved or referred to an independent body.

Step 4 If more senior management and the employee(s) are unable to resolve the dispute an independent conciliator or mediator will assist to resolve the dispute.

- (v) To assist the expeditious resolution of disputes, where matters of urgency are raised at an organised meeting of the Unions the Manager, Human Resources Operations will be informed by an official of the relevant Union(s) of the existence of the dispute. The Manager, Human Resources Operations, will then inform the Executive Members concerned and, if need be, the Chief Executive Officer. If the matter remains unresolved, the Manager, Human Resources Operations, will arrange a conference between the parties concerned or affected.
- (vi) Nothing contained in the Dispute Resolution Process will preclude the Council or any of the Unions concerned from entering into direct negotiations on any matter. During such negotiations, except where they are concerned wholly or predominantly with a genuine safety issue, work will be performed as directed by the Council or its authorised representative(s).

6. Classification Structure

The classification structure has at its foundation a consistent and rigorous process of determining relativities of positions.

- (i) The classification structure takes into account all the features of work, including the nature of all conditions under which it is performed and any hazards that may inevitably be experienced.
- (ii) Movements through each of the Levels shall be based on the acquisition and application of additional skills over a prescribed period, which shall be a minimum of twelve (12) months for any one Level. The minimum period is established to ensure that the skills acquired can be applied to the full range of conditions that may apply to the position and to an appropriate level of performance.

7. Rates of Pay

- (i) The rates of pay are set out in Table 1 of Part B of this Award and incorporate a 2.75% wage increase that is effective from 13 July 2013 for employees employed as at the date of the making of this Award (noting that 2.5% has already been paid).
- (ii) The rates of pay detailed at entry point and at each of the steps within each of the grades include all skill based and disability allowances and other payments of accreditation which applied prior to the making of this Award and take into account the range of conditions under which all work is performed.

- (iii) The relationship between the entry rates of pay for Grades 5 to 8 and the subsequent steps provides significant increases to staff who acquire and utilise additional skills. This relationship is detailed below:

Entry to Step 1 - 3.5%

Step 1 to Step 2 - 3.5%

Step 2 to Step 3 - 3.0%

- (iv) Progression between the levels of the classification structure as detailed in clause 6 - classification structure, shall be on the basis of the acquisition and application of skills on the job over a period satisfactory to assess whether the employee can apply the skill in a range of conditions and to an acceptable level of performance. This period shall be a minimum of 12 months.

8. Salary Sacrifice

An employee may agree to sacrifice a portion of their pre-tax ordinary pay in accordance with Council's Salary Sacrifice Policy.

9. Payment of Wages

- (i)
- (a) The Council will pay the weekly wage due to each employee directly into an account bearing the employee's name at a mutually agreed financial institution (referred to as the nominated account) subject to the following;
- (1) The Council reserves the right to limit the definition and number of financial institutions that can be nominated.
- (2) Employees must supply full details of the nominated account to the Council prior to commencing their employment.
- (b) Time off during normal working hours will not be required by employees, or authorised by Council, for the purpose of obtaining cash or otherwise attending to the accounts at the nominated financial institutions.
- (ii) An employee may authorise the Council to deduct payments on behalf of the employee, provided the employee has given written notification authorising the deduction(s).

10. Pay Increases

- (i). For the term of this Agreement, the following increases will apply to the rates of pay detailed in Table 1
- a. Movements in the rates of pay detailed in Appendix 1 will be consistent with the percentage increases in the rates of pay provided by the successor to the Local Government (State) Award 2010. These increases will apply on the first full pay period following:
- 1 July 2014;
- 1 July 2015; and
- 1 July 2016.

11. Local Workplace Agreements

- (i) The parties agree to review operations at the workplace level on an ongoing basis with the view to providing enhanced flexibility and efficiency.

- (ii) In agreement with employees and their representative unions, the Council may establish Local Workplace Agreements (LWA) particular to a specific site or group of employees to provide improved flexibility and efficiency.
- (iii) A LWA may be negotiated to provide for different conditions of employment than are provided for in the Council's Industrial Agreements and Awards. As an example an LWA may change issues relating to: hours of work, shiftwork, overtime, on call, meal breaks, and allowance payments.
- (iv) A LWA may provide for different conditions of employment where the following requirements have been complied with:
 - a) employees are not disadvantaged when the LWA is viewed as a whole;
 - b) the majority of employees affected agree after taking all views into consideration, including the need to maintain effective working relationships;
 - c) the appropriate Union has been advised prior to commencement of discussions with the employees concerned;
 - d) the LWA is not contrary to any law or other Enterprise Agreement and does not jeopardise safety;
 - e) the hours of work cannot be altered so that they exceed the maximum number of ordinary hours allowed under the Industrial Relations Act;
 - f) the LWA will improve efficiency and/or customer service and/or job satisfaction.
- (v) LWA's will be productivity-based. Existing Award provisions will apply unless expressly varied by such an Agreement.
- (vi) LWA's may provide for improvements in remuneration and/or conditions linked to productivity improvements.
- (vii) LWA's will be by consent, between employees, the Council and the relevant Union(s), where the parties shall commit in writing and include a date of operation and expiration. Affected employees will be given the opportunity to vote on any Agreement proposed by the relevant union(s). In order for the LWA to be accepted, a majority (i.e. 50% + 1) of employees party to the LWA must vote in favour of it.
- (viii) All LWA'S that have been accepted as per sub-clause 11(vii) will be registered with the NSW Industrial Relations Commission.

12. Workplace Flexibility

- (i) The parties to this Award agree that to provide an efficient and effective level of service staffing arrangements must continually address service demands and employees must be flexible to the Council's requests to perform additional or other duties as necessary.
- (ii) To meet service demands, from time to time, the Council may require employees to transfer between divisions/positions within the same salary band or level.
- (iii) The transfer of an employee to a new position will be carried out after considering the job requirements of the position and the employee's relevant experience, skills, abilities and knowledge.
- (iv) An employee will not be placed in a position where they are unable or unqualified to meet that position's job requirements, unless training opportunities are also provided. It is the responsibility of the employee to notify the Council if they believe they are unable or unqualified to meet a position's job requirements.

- (v) Transferring employees for the purposes of this clause will receive their existing rate of pay (i.e. the employee's take home pay will not be reduced).
- (vi) Transfers may involve changes to duties and functions. Where this occurs, employees may be required to undertake formal or on the job training to gain necessary skills and to be able to accept new responsibilities.
- (vii) Where prior written approval is given, the Council will bear the costs associated with any training which the employee is requested or required to undertake

13. Skills Development and Workplace Training

- (i) The Council agrees to develop and implement individual development plans for all staff. Such plans will be developed through consultation and assessment of skills with regard to organisational requirements and individual career paths.
- (ii) Individual development plans will be reviewed annually in line with the Performance Management & Development Program.
- (iii) If an employee is required by the Council to undertake compulsory training in accordance with the employee's individual development plan, the employee will not suffer any reduction in ordinary pay as a result.

14. Terms of Employment

- (i) To be eligible for a permanent appointment a person must pass a full medical examination by Council's medical officer.
- (ii) An employee, who does not report for duty on any day for any reasons shall, as soon as practicable after normal starting time on that day, give notice to the Council or its authorised representative as to the reason for and prospective duration of the absence.
- (iii)
 - (a) Where an employee is absent from duty for reasons which remove an entitlement to payment under this Award, the Council may deduct from the wage of the employee, payment for all time not worked.
 - (b) The Council shall not make any deduction from wages for time lost owing to wet weather, provided that the employee;
 - (1) shall continue working until such time as the supervisor orders work to cease,
 - (2) shall stand by as directed by the supervisor, and
 - (3) shall recommence duty as directed.
- (iv) Where an employee is absent from duty without permission for a continuous period of one ordinary working week, and the employee fails within such period to furnish an explanation in writing for the absence satisfactory to the Council, the employee's employment shall be deemed to have abandoned their employment.
- (v)
 - (a) The Council may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training, provided that such duties are not designed to promote deskilling.
 - (b) An employee shall carry out such duties as directed, including duties of a higher grade position.

- (c) Subject to the provisions of sub-clause 36(xi), where an employee is directed to perform work for which a lower grade, the employee shall not suffer any reduction in rate of pay as a result of this arrangement.

15. Hours of Work

- (i) Spread of Hours - General
 - (a) The ordinary hours of employees shall be 38 hours per week, worked between 6:00am and 8:00pm, Monday to Friday inclusive, except for unpaid meal breaks.
 - (b) The ordinary hours of work shall not exceed 12 hours on any one day.
 - (c) Except in cases of emergency (to be determined by the Council), the Council shall not alter the starting and finishing time of any employee without first giving 7 days notice of the change.
- (ii) Arrangement of Hours
 - (a) In respect of 36.25 hours per week employees, the ordinary hours of work may be arranged so as not to exceed 72.5 hours within 2 weeks or 145 hours within 4 weeks.
 - (b) In respect of 38 hours per week employees, the ordinary hours of work may be arranged so as not to exceed 76 hours within 2 weeks or 152 hours within 4 weeks.
- (iii) Spread of Hours - Shiftworkers
 - (a) The ordinary hours of a shift worker shall be worked in shifts as rostered between Saturday to Friday inclusive, as follows;
 - (1) Motor Mechanics on night shift at the garage shall work 32 hours per week in not more than 5 shifts in 7 consecutive days,
 - (2) Cleansing Service Operators on night cleansing duties shall work 32 hours per week, and
 - (3) all other shiftworkers shall work 38 hours per week between 6:00am and 8:00pm.
 - (b) For the 32 hours per week employees prescribed in paragraphs (1) and (2) of this subclause, a shift penalty of 11.5 per cent shall apply, except for a shift worked on a public holiday. This penalty is in lieu of the 30 per cent night shift prescription, in accordance with the 32 hours per week arrangement (Clause 20 - Penalty Rates) carried over from the former Sydney City Council (as a result of boundary changes and or amalgamations prior to 8 May 2003).
- (iv) Shiftworker - General
 - (a) A "Caretaker" or "Emergency Services Officer" may be required to work broken shifts provided that not more than 2 shifts shall be worked without payment of overtime in any one day.
 - (b) Other than provided in paragraph (a), a shiftworker shall not be required to work;
 - (1) in broken shifts, or
 - (2) more than 11 shifts in 14 consecutive days without payment of overtime.
 - (c) All shift work shall be rostered and the starting and ceasing time of ordinary working hours shall be shown in this roster.
 - (d) There shall be an interval of at least 8 hours between termination of any shift and commencement of the next succeeding shift.

- (v) Changes in Hours Arrangements by Agreement - A different arrangement or spread of hours to that set out in sub-clauses (i), (ii), (iii) and (iv) may be agreed upon by the Council and the employee(s) concerned. Any such agreement will be genuine with no compulsion to agree. At any stage of the negotiations, either the employee(s) or Council may seek assistance from the appropriate union or association.
- (vi) Transfer of Employees to Shift Work
 - (a) In order to meet the needs of the industry, the Council may introduce shift work or transfer a day worker to shift work, provided;
 - (1) agreement is reached with the Union concerned, or
 - (2) in the absence of agreement, the dispute is referred to the appropriate Conciliation Commissioner. In this case a day worker shall not be transferred to shift work until the dispute has been resolved.
 - (b) The provisions of paragraph (a) of this subclause shall not apply to;
 - (1) shift work already in operation as at the date of making the award, or
 - (2) Council's right to transfer a day worker to shift work to perform the duties of a shift worker temporarily absent from duty.
- (vii) Redistribution of Daily Working Hours - The Chief Executive Officer and the Secretary of the Union concerned may enter into an agreement for the adoption of a scheme for working a nine day fortnight or a nineteen day month. Time worked during these periods shall be treated as the ordinary hours of duty for the employee(s) concerned.

16. Part-Time Employment

- (i) A part time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees employed by the Council, but such days shall not be less than 1 day per week and such hours shall not be less than 4 hours per week and shall be worked in accordance with Clause 15, Hours of Work of this Award.
- (ii) Prior to commencing part-time work, Council and the employee shall agree upon the conditions under which the work is to be performed including:
 - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing and finishing times for the work
 - (b) The nature of the work to be performed
 - (c) The rate of pay as paid in accordance with this Award
- (iii) The conditions may also stipulate the period of part-time employment
- (iv) The conditions may be varied by consent
- (v) The conditions or any variation to them must be in writing and retained by Council. The Council must provide the employee with a copy of these conditions.
- (vi) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement.
- (vii) Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked.

- (viii) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.

17. Casual Employment

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid an hourly rate for ordinary hours worked in accordance with Clause 15, Hours of Work.
- (iii) Overtime shall be paid where a casual employee works outside the ordinary hours for that position.
- (iv) Loading - In addition to the amounts prescribed by sub-clause (ii) of this Clause, a twenty five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall be paid in lieu of all leave and public holidays prescribed by the Award.

18. Consultative Committee

- (i) The Joint Consultative Committee comprising of employee and management representatives, will continue to provide a forum for consultations between the Council and its employees on matters effecting efficiency and productivity, award restructuring and career opportunities for employees.
- (ii) All members of the Joint Consultative Committee should undergo appropriate training to ensure effective participation in the Joint Consultative Committee.

19. Higher Grade

- (i) An employee, required to perform the normal duties of a position which is at a higher grade within the wages system, shall be paid the entry level for that grade, provided;
- (a) the payment in the higher grade position shall be a minimum increase of 2.5%,
- (b) the payment shall be made for the time actually spent relieving in the higher position, and
- (c) where an employee acts higher grade for a period of 4.5 hours, the higher grade will be paid for the full day.
- (ii) An employee who is appointed to a higher position shall be paid the rate of the higher classification from and inclusive of the date of appointment.
- (iii)
- (a) Where a vacant position has been filled by a higher grade appointment for a period of three months, the Council shall take the necessary steps to make a permanent appointment to the position.
- (b) This provision shall not apply to a position vacated on approved leave.
- (iv) On-the-job-training - The provision of this Clause shall not apply to an employee who performs the whole or part of the duties of a higher grade position for the purpose of gaining experience or training, provided that the appointed occupant remains on duty and retains the responsibilities of the position during this time.

20. Penalty Rates

- (i) Except as otherwise provided, all employees are entitled to the following penalty rates:-
- (a) Rotating shifts, Monday to Friday inclusive:-

- (1) Morning Shifts - For all ordinary time worked which commences after 4:00am and before 5:30am - ordinary rates plus 15%.
 - (2) Afternoon Shifts - For all ordinary time worked which finishes after 8:00pm and at or before midnight - ordinary rates plus 15%.
 - (3) Night Shifts - For all ordinary time worked which finishes after midnight and at or before 8:00am - ordinary rates plus 15%.
 - (4) Day Shifts - For all ordinary time worked other than in (1), (2) and (3) above - ordinary rates.
- (b) Permanent Shifts, Monday to Friday inclusive:-
- (1) Morning Shifts (as defined in sub-clause (a) (1)) - ordinary rates plus 15%.
 - (2) Afternoon Shifts (as defined in sub-clause (a) (2)) - ordinary rates plus 15%.
 - (3) Night Shifts (as defined in sub-clause (a) (3)) - ordinary rates plus 30%.
- (c) Weekend and Public Holiday Shifts:
- (1) Saturday Shifts - For all ordinary time worked, the major portion of which falls between midnight Friday and midnight Saturday - ordinary rates plus 50%.
 - (2) Sunday Shifts - For all ordinary time worked, the major portion of which falls between midnight Saturday and midnight Sunday - ordinary rates plus 100%.
 - (3) Public Holiday Shifts - For all ordinary time worked, the major of which falls on a public holiday - ordinary rates plus 150%.
- (d) Prescribed 32 Hour Week Workers:-
- (1) Permanent night shift (as defined in sub-clause (a) (3)), Monday to Friday - ordinary rates plus 11.5%.
 - (2) Saturday Shifts (as defined in sub-clause (c) (1)) - ordinary rates plus 25%.
 - (3) Sunday Shifts (as defined in sub-clause (c) (2)) - ordinary rates plus 75%.
 - (4) Public Holiday Shifts (as defined in sub-clause (c) (3)) - ordinary rates plus 150%.
- (ii)
- (a) Transfer of Employee to Shift Work - Except as provided for in paragraph (b) of this sub-clause, a day worker required by the Council to transfer to shift work shall be paid for all morning, afternoon and night shifts worked in the first week after transfer, as follows;
 - (1) if transferred to a 38 or 36.25 hour week roster - ordinary rates plus 50%.
 - (2) if transferred to a 32 hours week roster - ordinary rates plus 25%.
 - (b) A day worker engaged upon day work, who requests and obtains a transfer to shift work, or as a result of having applied for and obtained a position involving shift work, shall not be entitled to the additional payments prescribed by this subclause.
- (iii) Notice for Change in Roster - Where the employer changes the roster of a rostered shift worker, other than a shift worker rostered for relief work, without having first given the employee 48 hours clear

notice of the change, the employee concerned shall be paid for the first shift worked on the altered roster at the rate of ordinary time plus 100%.

- (iv) The provisions of this Clause shall not apply to a Caretaker in receipt of free quarters.

21. Overtime

- (i) The Council may require an employee to work reasonable overtime.
- (ii) All time worked by direction before the commencement of ordinary hours, or later than the completion of ordinary hours, shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (iii) Saturday - Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.
- (iv) Sunday - Overtime worked on Sunday shall be paid for at the rate of double time.
- (v) Public Holidays
- (a) Overtime worked on a Public Holiday as prescribed by this award shall be paid for at the rate of double time during those hours which would be ordinary hours of work.
- (b) Any portion of overtime worked on a Public Holiday outside the employee's ordinary working hours of work shall be paid for at the rate of triple time.
- (c) The payments prescribed in paragraphs (a) and (b) shall be addition to the employee's normal pay for the holiday, where such an entitlement arises under this Award.
- (vi) Overtime worked on any day, whether in broken periods or otherwise, shall be regarded as continuous.
- (vii) Where the major portion of a period of overtime worked extends into a Sunday or Public Holiday, the whole of the overtime shall be deemed to have been worked on the Sunday or Public Holiday, as the case may be.
- (viii) Where overtime commences or terminates at an hour where the usual means of transport are not available, the Council shall provide, or pay for, suitable transport direct to the employee's home.
- (ix) Minimum Payment - an employee who has ceased work and returned home shall, if required to resume and cease work before the employees normal starting time, receive a minimum payment equivalent to four (4) hours work at the appropriate overtime rates. The provisions of this Clause shall not apply to the following;
- (a) To a Caretaker residing on premises at the place of employment.
- (b) Where an employee ceases work without permission or at the request of the employee, before normal ceasing time for such work.
- (x) Ten Hour Break
- (a) Overtime required to be worked by Council shall be arranged so that the employee has at least a ten consecutive hour break between the completion of work on one day and the commencement of work on the next.
- (b) Where overtime is not arranged as set out in paragraph (a) of this subclause, the employee upon completion of such overtime, shall be granted ten (10) consecutive hours off duty without loss of pay for ordinary working time. If an employee is instructed to resume work without having had

ten consecutive hours off duty, the employee shall be paid at double ordinary rates until such time as the ten hour break is granted.

- (xi) Time Off in Lieu of Overtime - Where there is prior agreement between the Council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time off in lieu equivalent to the actual hours worked. This paragraph shall not apply to employees who are on call or called back to work. Such time must be taken within three (3) calendar months of accrual otherwise overtime rates will be applied.
- (xii) Shiftworkers
 - (a) Non continuous overtime - a shift worker called back to work overtime shall be paid at the rate of double time.
 - (b) Public Holidays
 - (1) Overtime worked by a shiftworker on a Public Holiday shall be paid at the rate of double time and one half.
 - (2) Any time worked by a shift worker on a Public Holiday that falls between the employee's ordinary rostered working hours shall not be regarded as overtime and shall be paid for at the appropriate penalty rates.

22. Leave Entitlements

A. ANNUAL LEAVE

- (i) Annual Leave shall accrue to full-time employees at the rate of 20 days per annum and part-time employees at the rate of one and two thirds days per month on a pro-rata basis.
- (ii) If any special or public holiday for which an employee is entitled to payment occurs during the period of their annual leave, the leave period will be extended to account for such paid holidays.
- (iii) If both parties agree, the leave may be taken in any combination of separate periods, provided the leave is due and taken in whole days.
- (iv) If both parties agree, annual leave may be taken wholly or partly in advance.
- (v) If employed for a full year, a part time employee shall be entitled to annual leave calculated on a proportionate basis.
- (vi) Rostering - Council may roster the taking of annual leave and, unless otherwise agreed between both parties, the date fixed for this purpose will be within a period of twelve months after the annual leave became due.
- (vii)
 - (a) Notice by Council - The Council shall give employees at least one month's notice of the date upon which they are to proceed on annual leave. In the case where annual leave is rostered, notice of at least two months will be given.
 - (b) Notice by Employee - The employee is required to give 2 weeks' notice of the intention to take leave.
- (viii)
 - (a) Employees are entitled to receive their ordinary pay for the holiday period in full prior to proceeding on annual leave.

- (b) Higher Grade - Where an employee performs duties of a higher grade for a continuous period of at least three calendar months immediately proceeding the taking of annual leave, and the employee has not ceased to do such work for an aggregate period of more than five working days, the employee shall be paid for the annual holiday at the rate applicable to the higher classification.
- (c) Loading - In addition to the payment prescribed in paragraphs (a) and (b) of this subclause, an employee shall be paid a loading equivalent to 17.5% of four weeks ordinary wage in respect of each four weeks annual leave accruing. However, in the case of an employee engaged on rostered shift work for a period of twelve months prior to the taking of annual leave, the employee shall continue to be paid the penalty rates relevant to the existing or projected roster, or the loading prescribed by this paragraph, whichever is the greater.
- (ix) On resignation or termination of employment, the Council shall pay to the employee, or the duly authorised legal representative of the employee, all annual leave due to the employee. This shall include payment for any annual leave due to the employee on a proportionate basis. The amount payable shall be calculated at the employee's ordinary rate of pay applicable at the date of termination.

B. BEREAVEMENT LEAVE

- (i) Where an employee, other than a casual employee, is absent from duty because of the death of a person in accordance with paragraphs (a) to (e) below and provides satisfactory evidence to council of such, the employee shall be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:
 - (a) a spouse of the employee; or
 - (b) a de-facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de-facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household where for the purposes of this paragraph:
 - 'relative' means a person related by blood, marriage or affinity;
 - 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 'household' means family group living in the same domestic dwelling.
- (ii) Bereavement leave shall be taken within a reasonable period as soon as practicable from the date of the death of the individual.
- (iii) Employees will be entitled to an additional three days bereavement leave following the death of a parent (including foster and step-parent), spouse (including de-facto partner and same sex partner) or child (including step, foster child).
- (iv) 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.

(iv) Bereavement Entitlements for Casual Employees

- a. Subject to providing satisfactory evidence to Council, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in sub-clause 22B(i) paragraphs (a) to (e) above.
- b. Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- c. Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not engage a casual are otherwise not affected

C. PERSONAL CARER'S LEAVE

(i) Personal Carer's leave is available to:

- (a) provide care and/or support for sick members of the employee's family or household when they are ill or require care due to an unexpected emergency; or
- (b) provide for the flexible use of other entitlements.

The personal carer's leave described in this section C is available to full time and part time staff - but not casual staff.

(ii) The entitlement to use leave in accordance with this section is subject to the employee being responsible for the care and support of the Person Concerned.

For the purposes of this section C and section C(A), a 'Person Concerned' refers to a person who needs the employee's care and support and is:

- (a) a spouse of the employee; or
- (b) a de-facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de-facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household where for the purposes of this paragraph:

'relative' means a person related by blood, marriage or affinity

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

'household' means family group living in the same domestic dwelling.

(iii) An employee, other than a casual or other employee that receives a loading in lieu of sick leave, with responsibilities in relation to a person who needs their care and support shall be entitled to

- use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill or require care due to an unexpected emergency.
- (iv) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (ii) above, sick leave untaken from the previous year may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
 - (v) The Council may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred in (iv) above.
 - (vi) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person or establish by production of documentation the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
 - (vii) The employee shall, wherever practicable, give the Council 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 Council by telephone of such absence at the first opportunity on the day of absence.
 - (viii) In normal circumstances, the employee must not take leave under this section C where another person has taken leave to care for the same person.
 - (ix) An employee may elect, with the consent of the Council, to take:
 - (a) annual leave, including 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) an employee may elect with the Council's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due;
 - (c) long service leave; or
 - (d) leave without pay for the purpose of providing care and support to the person concerned as defined in (ii)
 - (x) Personal Carers entitlements for casual staff:
 - (a) Subject to the evidentiary and notice requirements in (vi) to (vii), casual employees are entitled to not be available to attend work, or to leave work if they need to care for a Person Concerned (as defined in (ii)) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
 - (b) The Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of the Council to engage or not to engage a casual employee are otherwise not affected.

C(A). FLEXIBLE WORK PRACTICE ALTERNATIVE TO PERSONAL CARER'S LEAVE

- (i) Time off in Lieu of Payment of Overtime:

- (a) An employee may elect, with the consent of the Council, to take time off in lieu of payment of overtime at a time or times agreed with the Council within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (i)(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 from the date the overtime was worked, or earlier by agreement, or on termination.
 - (a) Where no election is made in accordance with (i)(a) the employee shall be paid overtime rates in accordance with the relevant industrial instrument.
- (ii) Use of make-up time:
- (a) An employee may elect, with the consent of the Council, to work "make up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided in the relevant industrial instrument, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the Council, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the shift work rate which would have been applicable to the hours taken off.

D. LONG SERVICE LEAVE

- (i)
 - (a)
 - (1) An employee shall be entitled to long service leave at their ordinary rate of pay as follows:

Length of Service	Entitlement	
	Prior to 22/8/83	Since 22/8/83
After 5 years of service	NA	6.5 weeks
After 10 years of service	13 weeks	13 weeks
After 15 years of service	19.5 weeks	21.5 weeks
After 20 Years Service	30.5 weeks	35 weeks
For every completed period of 5 years service thereafter	11 weeks	13 weeks

- (2) Long service leave shall accrue in accordance with the above table and proportionately for each completed month of service.
 - (b) Where an employee has completed more than 5 years service with the Council and is terminated for any cause, the employee or the authorised or legal representative of the employee, shall be paid the monetary equivalent of all long service leave accrued but not taken by the employee at the date of termination. The entitlements shall be calculated in accordance with the table set out in part (a) of subclause (i) of this Clause.
- (ii) Notice
- (a) The Council must give the employee at least one month's notice of the granting of long service leave.

- (b) The employee is required to give 2 weeks notice of the intention to take long service leave.
- (iii) If both parties agree, accrued long service leave may be taken in separate periods of not less than one week.
- (iv) Employees are entitled to receive their ordinary pay for the period of long service leave prior to taking long service leave.
- (v) The period of long service leave will be extended by any public holidays or award holidays that may fall during the period of leave.
- (vi)
 - (a) For the purpose of calculating long service leave entitlements in accordance with sub-clause (i) (a) of this clause all prior continuous service with any other Council within New South Wales shall be deemed to be service with Council.
 - (b) Continuity of service shall be deemed not to be broken by transfer or change of employment from another Council provided the period between cessation of service and the date of employment with South Sydney City Council does not exceed three months.
- (vii) Where an employee is employed in accordance with the provisions of this award and transfers to another Council and the employee elects to transfer accrued long service leave entitlements, Council will pay to the newly employing Council the monetary equivalent of all long service leave accrued by the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement.

E. PARENTAL LEAVE

- (i) Parental Leave will be interpreted consistent with the provisions of Part 4, Parental Leave of the Industrial Relations Act 1996 as amended, the NSW Family Provisions Test Case 2005, and section 744 of the Fair Work Act 2009 (Cth).
- (ii) Parental Leave includes maternity leave, paternity or partner leave or adoption leave.
- (iii) An employee is only entitled to parental leave if the employee has had at least 12 months continuous service.
- (iv) Parents cannot take parental leave at the same time except periods of short paternity or partner leave or periods of short adoption leave.
- (v) Entitlement
 - (a) an employee is entitled to a total of 52 weeks parental leave in connection with the birth or adoption of a child; and
 - (b) parental leave is not to extend beyond 1 year after the child was born or adopted.
- (vi) Paternity or Partner Leave
 - (a) Paternity or partner leave is leave taken by an employee in connection with the birth of a child of the employee or the employee's spouse (being a child born as a result of the pregnancy of that spouse).

- (b) Paternity Leave consists of up to 2 weeks leave on full pay or 4 weeks on half pay at the time of birth of the child or termination of pregnancy (short leave in accordance with sub-clause 22E(iv); and
 - (c) a further unbroken period including 4 weeks on full pay or 8 weeks on half pay in order to be the primary care-giver of the child
 - (d) Paternity or partner leave is subject to the employee providing a certificate from a qualified medical practitioner confirming the employee's spouse or partner is pregnant and the expected date of birth. In addition, in the case of paternity or partner leave taken in accordance with (c) above, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) If applicable, the period of any maternity leave sought or taken by the employee's spouse or partner, and
 - (ii) That the employee is seeking that period of extended paternity or partner leave to become the primary care-giver of their child
- (vii) Maternity Leave
- (a) An employee who has completed 12 months continuous service and who produces a medical certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery shall be entitled to:
 - 18 weeks full pay; or
 - 36 weeks half pay from the date maternity leave commences;
 - (b) The employee will provide at least 10 weeks written notice of the intention to take leave.
 - (c) Other arrangements for maternity leave shall be in accordance with the Council's Parental Leave Policy.
- (viii) Adoption Leave
- (a) Adoption Leave is leave taken by a male or female employee in connection with the adoption by an employee, or a partner of an employee, of a child under the age of 18 years. Adoption leave consists of:
 - an unbroken period of up to 3 weeks unpaid leave at the time of the placement of the child with the employee; and a further unbroken period in order to be the primary care-giver of the child

An employee, entitled to adoption leave, who adopts a child under the age of 5 years shall be entitled to:

 - 18 weeks full pay; or
 - 36 weeks half pay
 - (b) Adoption leave is subject to the employee providing:
 - a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes and
 - a statutory declaration by the employee stating, where applicable, the period of any adoption leave sought or taken by the employee's spouse or partner, and that the

employee is seeking that period of extended adoption leave to become the primary caregiver of their child

- (c) For the purposes of this sub-clause, spouse includes a de-facto spouse.
- (ix) The weekly rate of pay referred to in sub-clauses 22E(vi), (vii) and (viii) will be based on the employee's substantive hourly salary times the average number of ordinary weekly hours worked over the preceding 12 months.
- (x) Notice of Intention to Take Parental Leave
 - (a) The employee should give at least 10 weeks' written notice of their intention to take leave.
 - (b) In the case of maternity leave and paternity leave the employee must give 4 weeks' written notice of the dates on which the leave will commence and end.
 - (c) In the case of adoption leave the employee must give written notice of the dates on which the employee proposes to start and end the period of leave as soon as practicable but at least 14 days before proceeding on leave.
- (xi) Right to Request
 - (a) An employee entitled to parental leave may request the Council to allow the employee to:
 - (i) extend the period of simultaneous parental leave use up to a maximum of eight weeks;
 - (ii) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
 - (b) The Council 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 Council's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) The employee's request and Council's decision made under sub-clauses 22E(xi)(a)(ii) and (xi)(a)(iii) must be recorded in writing.
 - (d) Request to return to work part-time - Where an employee wishes to make a request under sub-clause 22E(xi)(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (xii) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Council will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the Council about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the Council of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a) above.

F. SICK LEAVE

- (i) Definition - Sick Leave is paid leave of absence (payable at the ordinary rate) which is granted to an employee when the employee is unable to perform his/her duties on account of illness or injury.
- (ii) Entitlements
 - (a) Upon appointment - 15 days
 - (b) Upon completion of each 12 months of service subsequent to appointment - 15 days.
 - (c) Sick leave shall be cumulative from year to year
 - (d) Part-time employees shall have pro-rata entitlement to sick leave calculated upon the number of hours worked per year.
- (iii) Notification of absence
 - (a) An employee unable to attend work through illness or injury shall contact their supervisor or designated person as soon as practicable.
 - (b) Where possible the employee shall advise their supervisor of the anticipated length of their absence from work.
- (iv) Provision of Medical Certificates
 - (a) When an employee is absent from work owing to illness or injury for a period in excess of two consecutive working days (inclusive of weekends) the employee must provide a certificate from a qualified medical practitioner, confirming that the employee was unfit to attend work for the period claimed as sick leave. This certificate must be dated within 3 days from and inclusive of the first day of absence.
 - (b) When an employee has three (3) absences (including carer's leave absences) not supported by a medical certificate in a year, the employee is required to furnish a medical certificate for all future absences for the balance of that service year.
 - (c) When an absence on sick leave is likely to extend for a period longer than 5 days, the employee shall provide a medical certificate to their supervisor which shows the anticipated date of return.
 - (d) When the absence extends beyond the date shown on the initial certificate issued, the employee shall submit a new certificate which shows the anticipated date of return and will continue to provide such certificates until the employee returns to work.
 - (e) Requests for payment of sick leave shall be submitted on the appropriate form supplied by the Council.

(v) Direction to attend a Medical Examination

Council may direct an employee to attend a medical practitioner nominated by the Council:

- (a) when it appears unlikely that the employee will resume their employment; or
- (b) when the absence is likely to be for a period which will exhaust the employees entitlements to be paid sick leave; or
- (c) the employee is ill so frequently as to raise the question of fitness to carry out the duties of their substantive position.
- (d) when an explanation for illness contained in a medical certificate is vague or insufficient.

(vi) Sick Leave Without Pay

- (a) Where an employee has exhausted all accrued sick leave entitlements and the employee is unable to attend for duty owing to illness or injury, the period of absence shall be regarded as sick leave without pay.
- (b) An employee's entitlement to sick leave without pay will be 60 days.
- (c) Periods of sick leave without pay shall count as service provided
 - (i) the maximum period or periods of sick leave without pay does not exceed a total of 60 days.

(vii) Public holidays or rostered recreation days occurring during a period of absence due to sick leave, shall not be counted as sick leave.

(viii) Higher Grade - Where an employee performs duties of a higher grade for a continuous period of at least three (3) months immediately proceeding the taking of sick leave, and the employee has not ceased to do such work for an aggregated period of more than five (5) working days, the employee shall be paid for the sick leave at the rate applicable to the higher classification for a maximum of 20 days for any one absence.

(ix) Illness when on Annual/Long Service Leave - If an employee becomes sick or is injured whilst on annual leave or long service leave, the employee may elect to have the period of illness treated as sick leave and at a time convenient to the Council take additional holiday leave equivalent to the period of illness, provided:-

- (a) the period of illness or injury is at least 7 days
- (b) the illness or injury is supported by medical evidence satisfactory to the Council confirming that the employee was housebound.

(x) Refund of Sick Pay - Where an employee obtains a verdict for damages or an amount of money in settlement of a claim for damages against a third party in respect of an injury or illness for which the employee has received sick pay in accordance with the provisions of this Clause, the employee shall refund to the Council any such sick pay paid by the Council insofar as the verdict or settlement includes an amount in respect of such sick pay.

(xi) Council's liability under this clause in respect of one continuous absence of sick leave is limited to 315 days for staff employed as at 11 February 1980 and 260 days for those employees commencing employment on and after the 12 February 1980.

G. OTHER LEAVE**(i) Jury Leave**

Full time or part time employees required to attend jury service will be paid an amount equal to the difference between what the employee is paid for jury service and what an employee would have been paid if they had worked their rostered hours.

23. Public Holidays

- (i) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other days proclaimed as public holidays by the New South Wales State Government will be holidays under this Award.
- (ii) In addition to the days provided for in sub-clause (i), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- (iii) Where a holiday occurs on a day on which an employee is rostered off while employed on a rotating roster system, the employee shall be paid an ordinary day's pay for that day. This payment shall be in addition to an ordinary week's pay, provided that the additional amount paid for the public holiday does not exceed eight hours pay.
- (iv) Where an employee is required to perform higher grade duties for the full day proceeding or following a public holiday, the employee shall be paid for the holiday at the higher grade rate.
- (v) An employee who is absent without pay on the working days immediately before and following a public holiday shall not be entitled to payment for the holiday.

24. Union Picnic Day

- (i)
 - (a) Union Picnic Day shall for the purposes of this Award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be held on a day that is agreed to by the Council and the Union(s).
 - (b) The union(s) shall advise the Council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (ii) Where an employee, who is not a financial member of the union(s), is required to work on Union Picnic Day, the employee shall be paid ordinary pay for the normal working day.
- (iii) Employees who are not financial members of the Union(s) and who are not required by Council to work on Union Picnic Day may apply to the Council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by Council, or may be required by Council to make up overtime.

25. Calculation of Service

- (i) For the purpose of this award, the following periods shall be taken into account in calculating service with the Council;
 - (a) any leave of absence with pay approved by Council,
 - (b) any leave of absence without pay approved by Council but not exceeding one ordinary working week,
 - (c) periods of absence due to accident or incapacity for work covered by the Workers Compensation Act 1987,

- (d) previous periods of service which were not terminated by resignation or dismissal, and
 - (e) any period of service with the Australian Military Forces provided that the employee enlisted or was called up direct from the service of the South Sydney City Council and the employee subsequently returned to Council's service.
- (ii) Sick Leave without Pay - where sick leave has been approved by Council, the period of leave shall count as service, provided;
- (a) the maximum period or periods of leave without pay to count as service does not exceed a total of 60 days,
 - (b) any periods of sick leave without pay approved to count as service shall be aggregated so that the maximum available throughout the employee's employment with Council shall be limited to a total amount of 60 days, and
 - (c) where the incapacity is due to war caused disabilities accepted by the Department of Veteran's Affairs, the employee shall be entitled to have counted as service one additional week for each year of the employee's service.

26. Work Health & Safety

- (i) The parties to this Award acknowledge that they are mutually responsible for providing a safe and healthy work environment. The parties will work co-operatively through the Work Health & Safety (WHS) Committee and other workplace consultative committees to ensure that employees may carry out their work free from the risk of injury or harm.
- (ii) The Council will continuously address hazards in the workplace through implementation of WHS Plans which may be added to or amended from time to time. WHS Plans will be used to identify, assess and control workplace hazards through consultation with employees and management.
- (iii) The Council will put in place and/or instruct employees on safe systems of work and all employees will comply with those safe systems of work and use the plant, equipment, and protective clothing provided safely and in the manner for which it is intended.
- (iv) Employees who identify potential risks or hazards must immediately report the risk or hazard to the WHS Committee.

27. Uniforms, Clothing and Safety

- (i) Where the Council provides an employee with a uniform or safety/protective clothing, including safety footwear;
 - (a) The Council shall pay for the cost of clothing.
 - (b) The employee shall wear and use such clothing (including footwear) to achieve the purpose for which it was supplied.
 - (c) The Chief Executive Officer shall determine the style, nature, quality and quantity of clothing.
 - (d) Lost or damaged clothing due to an employee's misuse or negligence shall be replaced or paid for by the employee to whom the clothing was issued.
- (ii)
 - (a) All employees will comply with safety regulations and wear all safety equipment and clothing at all times.
 - (b)

- (1) An employee who fails or refuses to wear safety clothing (including footwear) will not be permitted to commence work and will be sent home to collect the clothing. The employee shall receive no pay for the absence.
- (2) An employee who continues to breach the provisions of this clause will be subject to disciplinary action.

28. Workplace Efficiency

- (i) The union(s) and employees concerned will cooperate in relation to the introduction of mechanisation or technological changes in the Council, depending on prior consultation. This is to enable advantage to be taken of new or improved technology so as to achieve efficiency gains, both monetary and otherwise, by enabling the most suitable plant and equipment to be used, and to facilitate the introduction of mechanisation or technological changes.
- (ii) Where the Council does not have specialised equipment or plant, or where purchase of such equipment could not be financially justified, or where work involves expertise beyond Council's staff, or in special circumstances, contractors may be used to perform work concerned.
- (iii) The Council may reintroduce time clocks and/or attendance books for all personnel with no loss of privilege to current individual staff exempted at present.
- (iv) The Council may rearrange lunch breaks to increase effective working time and reduce disruption to the workforce.
- (v) To achieve increases in effective working time, existing practices shall be altered so that;
 - (a) Morning/afternoon tea breaks are to be taken where the employee is working; and
 - (b) The maximum period of 10 minutes changing, showering and washing time, allowed as a concession to those employees whose normal duties necessitate that they have a shower or a wash before departing, shall not be exceeded.
- (vi) To shorten the waiting time for stores and materials, to obtain more effective use of working time and to facilitate faster completion of jobs, employees concerned will cooperate with management in the early planning of stores acquisitions and related matters.
- (vii) Trades staff are to cooperate with management in improving, where feasible, the orderly and economical scheduling of work to be done by the various trades concerned in jobs where more than one trade is involved.
- (viii) Employees will co-operate in the introduction of future improvements in working practices and procedure and improved and more efficient working methods where reasonable and will cooperate in reducing costs where practicable.

29. Exemption from Industrial Action

The unions agree that the following permanent exemptions shall apply in relation to all industrial action:

- (i) Council may engage contractors to provide security services in relation to the Administrative Offices and Council Chambers complex, if Council deems it necessary for public safety and/or the protection of property;
- (ii) Emergency Services Officers are exempt from all industrial action;
- (iii) community services, including meals-on-wheels and other services to aged persons, the food cooperative service, the tenants' support service, shall be exempt from all industrial action;

- (iv) watering and care of all horticultural material, including nursery stock, seedlings, specialised turf sporting areas and complexes shall be exempt;
- (v) at the Administrative Offices and Council Chambers, the following shall be exempt from all industrial action;
 - (a) the staffing of the Administrative Offices' vehicular entrances;
 - (b) the staffing of the Administrative Offices' pedestrian entrances;
 - (c) the staffing of the Council Chambers' main entrance;
 - (d) the work of the roving patrols of the Administrative Offices and Council Chambers;
 - (e) the Mayor's Officer;
 - (f) Council's Pest Controller and their plant and equipment;
 - (g) watching services required by law at Council's depots shall be exempt from all industrial action.

30. Tool Allowance

- (i) The Council shall provide all necessary tools for all employees, except a tradesperson in receipt of a tool allowance.
- (ii)
 - (a) The rate per week for tool allowances is set out in Table 2 of Part B of the Award.
 - (b) The allowance paid shall be deemed to apply in respect to the full range of tools ordinarily used in the performance of the employee's trades, occupation and duties.
- (iii) The Council shall;
 - (a) Provide a suitable and secure weather proof lock-up for the purpose of storing employees' tools on the job.
 - (b) Insure and keep insured against loss or damage by fire or theft while on Council's premises, such tools of employees as are necessary and used during the course of their employment.
- (iv) The employee shall, if requested to do so, provide the Council with a list of tools used.
- (v) The Council shall provide tools, other than those expected to be provided by a Tradesperson and for which the allowance is paid. Any argument about this matter is to be dealt with in accordance with the dispute procedure of the Award or referred to the Joint Consultative Committee for consideration.

31. Travelling Expenses

- (i) An employee may apply for a monetary advance to cover those costs which can be determined prior to the required travel.
- (ii) Upon presentation of receipts or other accepted documentation, the employee may claim for reimbursement of all reasonable expenses incurred (less any advance paid) in connection with the employee's duties as directed.
- (iii) Travel arrangements, including accommodation, shall be arranged mutually between the employee and the appropriately authorised Council employee.

32. Meal Breaks

- (i) Unpaid Breaks - An unpaid break of a minimum of 30 minutes shall be given and taken within the first 5 hours of continuous work.
- (ii) Payment when meal break not able to be taken -
 - (a) Overtime - An employee required to work overtime for 2 hours or more immediately after the agreed finishing time shall be granted a meal break not exceeding 20 minutes. Where an employee is required to work a further 4 hours following the first 2 hours of overtime a break of 20 minutes shall be taken each subsequent 4 hours worked.
 - (b) Shiftwork - An employee working shiftwork shall be granted a paid crib break of 30 minutes in each shift.
- (iii) All meal and crib breaks shall be taken at the direction of the Council.
- (iv) Meal and crib breaks shall not be regarded as an interruption to overtime.
- (v)
 - (a) Except in cases of extreme emergency, an employee shall not be required to work continuously for more than 5 hours without a meal or crib break.
 - (b) Where this is required, an employee shall be paid at the rate of double ordinary rates for all ordinary time worked after the expiry of the 5-hour period. This payment will continue until the meal break is granted or until normal finishing time, whichever is earlier.
 - (c) Extension of Meal Break - Where there is prior agreement between the Council and the employee(s), the taking of meal breaks may be extended beyond 5 hours without the payment of overtime. Agreements reached in relation to the extension of meal breaks must be genuine.

33. Payment to Dependents of a Deceased Employee

Where the service of an employee is terminated by death and the employee has an entitlement to payment for annual and/or long service leave, then the amount to which the employee would have been entitled shall be paid by the Council to the estate of the deceased employee upon notification.

34. Employee Representatives

- (i) Employees may nominate an employee representative of their choice, as defined below, to represent them in consultations with the Council and/or the Unions.
- (ii) For the purposes of this Award, "employee representative" means an employee of the Council, covered by this Award, nominated by an affected employee(s) of the Council from time to time.
- (iii) With written notification given to the Council, employee representatives will be allowed reasonable time from usual duties, with pay, to represent employees during consultations.
- (iv) Employee representatives may also be granted leave of absence with pay to undertake training of up to 3 days on the following conditions:
 - a. the content of the training will enhance their role in carrying out representational functions under this Award; and
 - b. the Council's operating requirements permit the granting of the leave and are subject to the normal leave approval process.

- (v) While the Council provides employee representatives access to the Council's electronic mail system for the purposes of carrying out functions under this Award, Information Technology policies apply to all users of the Council's information technology facilities and acceptance of the policies and associated rules governing the use of IT facilities is a condition of use.
- (vi) Employee representatives may, with the approval of the Council, hold meetings with the affected employees on the premises of the Council at times and locations agreed between the employee representative and the Council, provided that adequate notice is given to the Council of the intention to hold such meeting and the location thereof, and that such meetings are not held during working hours.

35. Use of External Resources (Contractors)

- (i) Council has a commitment to a viable, efficient and flexible day workforce that will respond to community expectations in the performance of its work programs.
- (ii) Whilst acknowledging the circumstances where external resources are used (refer to paragraph (v) of Clause 28 - Workplace Efficiency), Council gives a commitment to;
 - (a) develop its staff to become competitive, efficient and responsive to changing climates, and
 - (b) provide meaningful and rewarding work to its employees.
- (iii) The parties recognise that there needs to be effective communication in relation to all issues associated with contracting, particularly at the workplace level. To facilitate this;
 - (a) Unit Managers will communicate on a regular (say monthly) basis with the appropriate delegate(s) and supervisors as necessary to discuss these issues.
 - (b) Access is then available to Divisional Directors Departmental Heads about unresolved problems raised at monthly meetings.
 - (c) Should a matter still remain unresolved it may, without restricting the parties rights under the Disputes Settlement Procedure, be referred to the Joint Consultative Committee for further consideration.

36. Termination of Employment

The Council will apply the Industrial Relations Act, 1996 if it terminates the employment of an employee.

- (i) In circumstances which might lead to the Council terminating an employee's employment, the Council will apply the provisions of Part 6 of the Industrial Relations Act, 1996. It will also apply the matters set out in this clause.
- (ii) The Industrial Relations Act, 1996 sets out the employee's rights if their employment is terminated by the Council. The Council is committed to applying the Act. However, the Act does not become part of this Award. Therefore an employee's rights are not frozen if the Act changes.
- (iii) Instead of giving the employee notice set out in this clause, the Council can pay the employee for the notice period or can reduce the notice period and pay the employee for that reduction. If the Council chooses to pay the employee instead of allowing her/him to work for the full notice period, it will calculate the amount it pays the employee at their ordinary rate of pay for the ordinary hours he/she worked during the period of notice.
- (iv) If the employee decides to leave the Council's employment, then they must give to the Council two weeks notice. If the employee does not give the Council the correct amount of notice the Council can deduct from any money it owes to the employee the amount they would have earned if they had worked their ordinary hours for the period of notice they have given.

- (v) The employment of a full time or part time employee may be terminated by the giving of notice or the forfeiture by the employee of payment in lieu of notice. This shall not affect the right of the Council to dismiss an employee without notice in the case of an employee guilty of serious misconduct, that is, misconduct of such a nature that it would be unreasonable to require the Council to continue the employment of the employee concerned during the required period of notice.
- (vi) The Council shall give to an employee a period of notice of termination in accordance with the following table.

Employee's Period of Continuous Service	Period of Notice
Less than 2 years	2 weeks
2 years and less than 3 years	3 weeks
3 years and less than 5 years	3 weeks
5 years and beyond	4 weeks

- (vii) For the purpose of this Clause "serious misconduct" includes:
- (a) wilful, or deliberate, behaviour by an employee that is inconsistent with the continuation of the contract of employment; and
 - (b) conduct that causes imminent, and serious, risk to:
 - (i) the health, or safety of a person; or
 - (ii) the reputation of the Council
- (viii) For the purposes of subsection (vii) of this Clause, conduct that is serious misconduct includes:
- (a) the employee, in the course of the employee's employment, engaging in:
 - (i) theft; or
 - (ii) fraud; or
 - (iii) assault; or
 - (b) the employee being intoxicated at work; or
 - (c) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment; or
 - (d) the employee is guilty of a breach of the Council's Code of Conduct and/or disciplinary code as may be varied by the Council from time to time.
- (ix) If an employee is unhappy about how the Council applies this clause to an employee, he or she can use the dispute settlement procedure set out in Clause 5 - Grievance and Dispute Settlement Procedure.
- (x) If the Council has given notice, it will give the employee up to one day off without loss of pay so that he or she can look for other employment. The employee can take time off when it is convenient for he or she and the Council, after the employee has consulted with the Council.
- (xi) In any case where it has been established to the satisfaction of the Chief Executive Officer, or a duly authorised representative, that an employee has been guilty of serious misconduct or breach of discipline, the Chief Executive Officer may do the following instead of terminating the employee's employment:
- (a) suspend the employee for a period not exceeding one ordinary working week; and/or
 - (b) defer payment of a wage increment and/or

- (c) reduce the rate of the employee's hourly rate either permanently or for a specified period.
- (xii) An employee with more than two months service on leaving or being discharged shall, upon request, be given a certificate of service in writing. Such certificate of service shall contain information as to the length and nature of the employment of the employee.
- (xiii) Council shall, provide an employee whose employment has been terminated, an "Employment Separation Certificate" in the form required by the relevant government department or agency.

37. Workplace Change and Redundancy

- (i) Council's Duty to Notify
 - (a) Where the Council has made a definite decision to introduce major workplace changes, such as restructuring or technology, that is likely to have a significant effect on its employees, Council shall notify the employees who may be affected and the union to which they belong.
 - (b) A 'significant effect' could include:
 - Termination of employment,
 - Major changes to the composition, operation, skill requirements or size of Council's workforce,
 - The elimination or diminution of job opportunities, promotion or job tenure,
 - The alteration of hours of work,
 - The need for retraining or transfer of employees to other work or locations, and
 - The restructuring of jobs
- (ii) Council's Duty to Discuss Change
 - (a) In addition to providing notification, Council will discuss the introduction of major workforce changes with affected staff and their union representatives, including the likely impact the changes may have on employees, and measures that may be implemented to avert or mitigate any adverse affects.
 - (b) Council shall commence discussions and provide all relevant information about the proposed changes as early as possible.
- (iii) Discussion before Termination
 - (a) Where Council has made a definite decision that it no longer wishes the job being performed by an employee to be done by that individual or any other employee and, as a consequence of this decision, the individual's employment may be terminated, discussions will be held with that employee and their union representatives.
 - (b) The Council will also provide all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of staff likely to be affected and the number of employees normally employed by the Council, as well as the period over which the terminations are likely to be carried out.
- (iv) Notice to Government Agencies

In the event of termination(s), the Council will provide the relevant government agencies, such as Centrelink, with information regarding the redundancies as soon as possible. The information will

include the number and categories of employees likely to be affected and the period over which the terminations will be carried out.

(v) Notice to Employee

- (a) Council will provide five weeks notice to terminate, or payment in lieu of such notice, except in circumstances where a redundancy has arisen due to the introduction of new technology.
- (b) Where an employee is to be terminated because of the introduction of new technology, the employee shall be entitled to three months notice of termination or payment in lieu of such notice.
- (c) Notice or payment of notice under this subclause shall count as service for the purposes of calculating leave entitlements.

(vi) During a period of notice of termination given by Council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by Council the employee shall provide proof of attendance at an interview.

(vii) Redundancy Entitlements

In addition to any required period of notice as provided in subclause (v) of this Clause, an employee shall be entitled to the following;

Year of Service	Payment
0-1 year	2 weeks
1-2 years	6 weeks
2-3 years	10 weeks
3-4 years	14 weeks
4-5 years	16 weeks
5-6 years	18 weeks
6 years and beyond	20 weeks + 2 weeks for each additional year of service up to a maximum of 34 weeks

In addition, an employee shall be entitled to any other benefits determined by Council policy, to apply in relation to redundancy arrangements.

- (viii) Council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (ix) Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the relevant Government department or agency.
- (x) Wherever practical and reasonable, voluntary redundancy remains Council's preferred option for managing staff who, firstly have been identified as surplus to needs as a result of workplace change and secondly, wish to leave Council.
- (xi) Redeployment
 - (a) Wherever practical and reasonable, redeployment remains council's preferred option for management of surplus staff.
 - (b) Salary Maintenance - where an employee has been identified for redeployment and is transferred in accordance with Council's policy, salary maintenance to the level of the employee's substantive position will be provided for a period limited to 12 months from the date of redeployment. Thereafter the employee will receive the rate applicable to their redeployed

position. Future award increases will be absorbed until parity to the new redeployed rate is achieved.

38. Definitions

- (i) Afternoon Shift means ordinary daily working hours which finish after 8.00pm and at or before midnight, Monday to Friday inclusive, except a public holiday.
- (ii) Building Tradespeople means a group of employees who have successfully completed an apprenticeship in any one of the following trades; Bricklaying, Carpentry, Painting, Plastering, Signwriting, Stonemasonry, Tiling.
- (iii) Child means a child of the employee or the employee's spouse under the age of one year.
- (iv) Cleansing Service Operator means a person employed in refuse collection or street and gutter sweeping.
- (v) Council Worker means a person employed in the broadband classification of Council Worker to carry out general labouring and operating duties (including minor trades work, driving and plant operating).
- (vi) Dismissal means termination of the services of an employee for reasons of serious misconduct.
- (vii) Employee means a person appointed to a classification prescribed by the Award.
- (viii) Employer means the Council of the City of Sydney and includes the Chief Executive Officer or any person authorised to act on the Council's behalf.
- (ix) Holiday Shift means the ordinary daily working hours of a shift worker, the major portion of which fall on a public holiday.
- (x) Hourly Rates shall be calculated by dividing the appropriate weekly wages by the ordinary weekly hours.
- (xi) Maternity Leave is leave taken by a female employee in connection with the pregnancy of the birth of a child of the employee. Maternity Leave consists of an unbroken period of leave.
- (xii) Mechanical Tradesperson means a group of employees who have successfully completed an apprenticeship as Motor Mechanic, Fitter or Welder and includes people classified as a Mechanical Tradesperson Special Class and Parking Meter Mechanic.
- (xiii) Morning Shift means ordinary daily working hours which commence after 4.00am and before 5.30am, Monday to Friday inclusive, except a public holiday.
- (xiv) Ordinary Rate means the weekly rate of wages prescribed for a classification in this Award.
- (xv) Paternity or Partner Leave is leave taken by a male or same sex employee in connection with the birth of a child of the employee or the employee's spouse.
- (xvi) Primary Care Giver means a person who assumes the principal role of providing care and attention to a child.
- (xvii) Resignation means voluntary termination of employment by the employee in accordance with this Award.
- (xviii) Shift Work means work regularly carried on outside the normal spread of hours during times set out in a roster.
- (xix) Spouse includes a de-facto or former spouse.

- (xx) Trainee means an employee who is less than 18 years of age and who is undertaking an approved traineeship under the Modern Apprenticeship and Traineeship System (MAATS).
- (xxi) Union means an organisation of employees registered under the New South Wales Industrial Relations Act 1996.

PART B

MONETARY RATES

Table 1 - Clause 7 - Rates of Pay

Annual Pay Rates				
Apprentices		Trainees		Rate per annum
Apprentice Year 1	15 years of age or School Certificate		\$28,976	
Apprentice Year 2	16 years of age or School Certificate		\$33,338	
Apprentice Year 3	17 years of age		\$38,053	
Apprentice Year 4	18 years of age or Higher School Certificate		\$42,860	
Trades and Non Trades				
Grade	Entry Salary	Step 1	Step 2	Step 3
1	\$43,773			
2	\$45,674			
3	\$48,578			
4	\$50,115			
5	\$51,470	\$53,271	\$55,137	\$56,789
6	\$52,836	\$54,688	\$56,603	\$58,299
7	\$54,637	\$56,553	\$58,533	\$60,293
8	\$56,922	\$58,918	\$60,983	\$62,812

Table 2 - Clause 30 - Tool Allowance

Annual Tool Allowances	
Classification	Annual Rate
Bricklayer	\$1,099
Carpenter and Plumber	\$1,480
Metal and Mechanical Trades	\$1,480
Painter and Signwriter	\$447
Plasterer	\$1,257
Electrician	\$988
Stonemason	\$1,480

PART C

AWARD COVERAGE

Table 1 - Categories of Employees

Categories of employees who may be employed under this Award.

Apprentices	Rates of Pay as Specified
Labouring/ Operational/ Driver	Grade 1 (entry); Grade 2 (entry); Grade 3 (entry); Grade 4 (entry)
Operational/ Supervision	Grade 5 (entry); Grade 5 (Step1); Grade 5 (Step 2)

Council worker Grade 4 with Civil Construction Certificate III or Horticultural Certificate III	Progression to Grade 5 (entry);
Council Worker Grade 5 with Civil Construction Certificate III or Horticultural Certificate III	Progression to Grade 7 (Step 1)
Parking Station Attendant	Grade 4 (entry); Grade 5 (entry); Grade 5 (step 1)
Street Sweeper	Grade 3 (entry); Grade 4 (entry)
Refuse Collection/ Labourers	Grade 5 (entry); Grade 5 (Step1); Grade 5 (Step 2)
Cleansing Driver (Major Plant)	Grade 5 (Step 2); Grade 5 (Step 3)
Gardeners - Building Trades	Grade 6 (entry); Grade 6(Step 1); Grade 7 (Step 1)
Drainers (Unlicensed)	Grade 7 (entry); Grade 7 (Step 1)
Drainers (Licensed / Registered) - Plumbers (Registered/ Unlicensed)	Grade 7 (Step 1); Grade 7 (Step 2)
Plumbers (Registered/ Licensed)	Grade 8 (Step 1); Grade 8 (Step 2)
Electricians (unlicensed)	Grade 7 (entry)
Electricians (licensed)	Grade 7 (Step 1); Grade 8 (Step 1); Grade 8 (Step 2)
Welder/ Motor Mechanic (with Motor Vehicle Repair Allowance)	Grade 7 (entry); Grade 7 (Step 1)
Mechanical Tradesperson (Special Class or Equivalent)	Grade 8 (Step 1); Grade 8 (Step 2)

M. J. WALTON *J*, President
 J. D. STANTON, Commissioner
 P.J. NEWALL, Commissioner

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 568 of 2013)

Before The Honourable Acting Justice Boland

22 July 2014

VARIATION

1. Delete clause 2A. Commitment of the award published 20 April 2000 and reprinted 27 January 2012 (372 I.G. 855) and insert in lieu thereof the following:

2A. Commitment

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

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

2. Delete Part B, Monetary Rates and in lieu insert the following:

PART B**MONETARY RATES**

Table 1 - Wages (Clause 1.1 - General Rates)		
	Former Rate Per Week \$	SWC 2013 2.27 %
Transport Worker Grade One	705.40	721.40
Transport Worker Grade Two	725.40	741.90
Transport Worker Grade Three	739.40	756.20
Transport Worker Grade Four	751.60	768.70
Transport Worker Grade Five	782.80	800.60
Transport Worker Grade Six	790.70	808.70
Transport Worker Grade Seven	814.40	832.90
Transport Worker Grade Eight	863.10	882.70

Table 2 - Wages (Clause 1.2 Mobile Cranes &c., Rates)		
	Former Rate Per Week \$	SWC 2013 2.27 %
(i) Mobile Cranes		
Grade A	856.50	875.90
Grade B	875.90	895.80
Grade C	895.10	915.40
Grade D	914.20	935.00
Additional Amount	19.40	19.80
(ii) Mobile Hydraulic Platforms		

Grade A	781.40	799.10
Grade B	785.70	803.50
Grade C	814.00	832.50
Grade D	833.60	852.50
Grade E	856.50	875.90
Additional Amount	1.90	1.90
Grade F	856.50	875.90
(iii) Crane Offsider	856.50	875.90
(iv) Advanced Crane Offsider	895.10	915.40

	Former Rate Per Week \$	SWC 2013 2.27 %
Grade A	795.90	814.00
Grade B	819.40	838.00
Grade C	833.30	852.20
Grade D	843.20	862.30
Grade E	851.20	870.50
Grade F	883.40	903.50

	Former Rate Per Week \$	SWC 2013 2.27 %
Grade A	769.60	787.10
Grade B	785.70	803.50
Grade C	814.00	832.50
Grade D	833.60	852.50
Grade E	856.50	875.90
Additional Amount	1.90	1.90

	Former Rate Per Week \$	SWC 2013 2.27 %
Furniture Removalist Offsider	712.70	728.90

	Former Rate Per Week \$	SWC 2013 2.27 %
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	711.40	727.50

Item No.	Clause No.	Brief Description	Old Rate SWC 2012 (2.5%) \$	New Rate SWC 2013 2.27 \$
1	2.1	Furniture Removals	31.40 per week	32.10 per week
2	2.2.1	Driving agitator trucks	0.62 per hour	0.63 per hour
3	2.2.1	Maximum Payment - agitator trucks	24.10 per week	24.60 per week
4	2.2.2	Delivery/placement of concrete rate	2.00 per week	2.00 per week
5	2.3	Leading Hands	37.90 per week	38.80 per week
6	2.4	Collecting Butcher Bones, Fat, etc.	7.90 per week	8.10 per week
7	2.5	Extra Horses	19.70 per horse	20.10 per horse

8	2.6	Working in Forests	24.80 per week	25.40 per week
9	2.7.1.2	Long/wide loads	2.00 per hour or part thereof	2.00 per hour Or part thereof
10	2.7.1.2	Long/wide loads - minimum payments	7.90 per day	8.10 per day
11	2.7.1.3	Long/wide loads	3.70 per hour or part thereof	3.80 per hour Or part thereof
12	2.7.1.3	Long/wide loads - minimum payment	14.70 per day	15.00 per day
13	2.7.2	Rear-end steering	5.40 per day	5.50 per day
14	2.7.2	Rear-end steering - minimum payment	21.50 per day	22.00 per day
15	2.8	HIAB cranes, etc.	34.50 per day	35.30 per day
16	2.9	Removal and Delivery of Furniture, etc.	6.30 per day	6.40 per day
17	2.1	Handling diapers - weekly employees	2.60 per week	2.70 per week
18	2.1	Handling diapers - casual employees	0.51 per day	0.52 per day
19	2.11	In charge of plant	18.50 per week	18.90 per week
20	2.12.1	Collecting moneys - > \$30 - \$150	6.00 per week	6.10 per week
21	2.12.2	Collecting moneys - > \$150 - \$250	8.30 per week	8.50 per week
22	2.12.3	Collecting moneys - > \$250 - \$400	12.00 per week	12.30 per week
23	2.12.4	Collecting moneys - > \$400 - \$600	17.60 per week	18.00 per week
24	2.12.5	Collecting moneys - \$600	23.40 per week	23.90 per week
25	2.13.1	Carrying goods - on the level	1.20 per tonne	1.20 per tonne
26	2.13.2	Carrying goods - upstairs	1.80 per tonne	1.80 per tonne
27	2.14	Carrying salt	1.20 per tonne	1.20 per tonne
28	2.15.1.1	Obnoxious materials - soda, ash, etc.	1.10 per hour	1.10 per hour
29	2.15.1.2	Obnoxious materials - oxides	0.80 per hour	0.80 per hour
30	2.15.2	Obnoxious materials - loading and unloading	1.10 per hour	1.10 per hour
31	2.15.3	Obnoxious materials - transportation	0.60 per hour	0.60 per hour
32	2.15.7	Obnoxious materials - blast furnaces, etc.	0.90 per hour	0.90 per hour
33	2.16	First Aid	2.50 per day	2.60 per day
34	2.17	Garaging	24.20 per week	24.70 per week

Table 8 - Travelling and Living Away Allowance (Clause 7)

Item No.	Clause No.	Brief Description	Former Rate SWC 2012 \$	New Rate SWC 2013 \$
1	7.4.3	Overnight Expenses	42.30 per day	43.30 per day
2	7.6	Weekend/Holiday Expenses	39.20 per day	40.10 per day
3	7.7	Camping out - weekly	91.20 per week	93.30 per week
4	7.7	Camping out - daily	13.20 per day	13.50 per day

Table 9 - Meal Allowances (Clause 8)

Clause No.	Brief Description	Former Amount \$	New Amount 2013 \$
8.2.1	Meal Allowance	12.90	13.20

Table 10 - Long Distance Rates (Clause 14)

Item No.	Classification	Former Amount (cents/km)	New Amount 2013 (cents/km)
1	Transport Workers Grade 7 and below	33.10	33.90
2	Transport Worker Grade 8	34.70	35.50

Table 11 - Income Protection On Six Day Rosters - Saturday (Clause 3.2.1)		
	Former Rate	New Rate 2013
	Per Week (\$)	Per Week (\$)
Transport Worker Grade One	569.40	582.30
Transport Worker Grade Two	589.40	602.80
Transport Worker Grade Three	603.10	616.80
Transport Worker Grade Four	614.60	628.60
Transport Worker Grade Five	646.10	660.80
Transport Worker Grade Six	653.50	668.30
Transport Worker Grade Seven	676.60	692.00
Transport Worker Grade Eight	724.90	741.40

Table 12 - Income Protection On Six Day Rosters - Sunday (Clause 3.2.2)		
	Former Rate	New Rate 2013
	Per Week (\$)	Per Week (\$)
Transport Worker Grade One	634.80	649.20
Transport Worker Grade Two	657.00	671.90
Transport Worker Grade Three	672.30	687.60
Transport Worker Grade Four	685.70	701.30
Transport Worker Grade Five	720.20	736.50
Transport Worker Grade Six	728.90	745.40
Transport Worker Grade Seven	755.10	772.20
Transport Worker Grade Eight	808.70	827.10

Table 13 - Income Protection On Seven Day Rosters - Saturday And Sunday (Clause 3.2.3)		
	Former Rate	New Rate 2013
	Per Week \$	Per Week \$
Transport Worker Grade One	852.20	871.50
Transport Worker Grade Two	881.90	901.90
Transport Worker Grade Three	902.50	923.00
Transport Worker Grade Four	920.50	941.40
Transport Worker Grade Five	966.80	988.70
Transport Worker Grade Six	978.40	1000.60
Transport Worker Grade Seven	1013.80	1036.80
Transport Worker Grade Eight	1085.70	1110.30

3. This variation shall take effect from the beginning of the first pay period to commence on or after 16 December 2013.

R. P. BOLAND , *Acting Justice*

Printed by the authority of the Industrial Registrar.

SERIAL C8221

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA14/5 - Ballina Shire Council Managers' Enterprise Agreement 2014-2017**

Made Between: Ballina Shire Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA11/4.

Approval and Commencement Date: Approved and commenced 7 July 2014.

Description of Employees: The agreement will cover all Ballina Shire Council employees who hold a substantive position within Council's salary structure (as varied from time to time) in the following grades: Grade 19 (Manager 1), Grade 20 (Manager 2), Grade 21 (Manager 3). The terms and conditions of this Agreement prevail to the extent of any inconsistencies between the Agreement and the Local Government (State) Award 2010.

Nominal Term: 36 Months.

EA14/6 - Office of Environment and Heritage (NSW) Flight Officers' Enterprise Agreement 2014

Made Between: Office of Environment and Heritage, Department of Premier and Cabinet -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA12/7.

Approval and Commencement Date: Approved 22 July 2014 and commenced 1 July 2014.

Description of Employees: The agreement applies to permanent and temporary employees of the Office of Environment and Heritage NSW, Parks and Wildlife Group, Flight Operations Unit, in the capacity of a Flight Officer, under the provision of the Government Sector Employment Act 2013.

Nominal Term: 12 Months.

EA14/7 - The Hills Shire Enterprise Agreement 2014-2017

Made Between: The Hills Shire Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA11/9.

Approval and Commencement Date: Approved 5 August 2014 and commenced 1 July 2014.

Description of Employees: The agreement applies to all employees employed by The Hills Shire Council, located at 3 Columbia Court, Baulkham Hills NSW 2153, who fall within the coverage of the Local Government (State) Award 2014.

Nominal Term: 36 Months.

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SERIAL C8241

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA14/4 – TNT Australia - TWU New South Wales (Contract Carriers) Agreement 2014-2017

Made Between: TNT Australia Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces CA11/1

Approval and Commencement Date: Approved 1 July 2014 and commenced 24 July 2014.

Description of Employees: The agreement applies to all contract carriers employed by TNT Australia Pty Ltd and Riteway Transport Pty Ltd, who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

Nominal Term: 36 Months.

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