



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
10-14 Smith Street, Parramatta, N.S.W.

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31 March 2023

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VENUES NSW AWARD 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Venues NSW.

(Case No. 54318 of 2023)

Before Commissioner Muir

22 February 2023

AWARD**Arrangement**

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1. Title

- 1.1 This award will be known as the Venues NSW Award 2023.

2. Definitions

- 2.1 Agency Head - means the Chief Executive Officer of Venues NSW.
- 2.2 Act - means the *Government Sector Employment Act 2013*.
- 2.3 Agency - means the Venues NSW Staff Agency.
- 2.4 Union - means the Public Service Association and Professional Officers' Association Amalgamated Union of NSW.

3. Parties to the Award

The parties to this award are:

- 3.1 Venues NSW;

- 3.2 The Venues NSW Staff Agency;
- 3.3 The Industrial Relations Secretary; and
- 3.4 The Public Service Association and Professional Officers' Association Amalgamated Union of NSW.

4. No Extra Claims

- 4.1 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.
- 4.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

5. Application/Coverage/Scope

- 5.1 The provisions of this award will apply to ongoing employees, temporary employees and casual employees (as specified in the award) as defined in the *Government Sector Employment Act 2013*, employed to exercise the functions of Venues NSW at all Venues NSW facilities, that were managed by Venues NSW pursuant to the *Sporting Venues Authority Act 2008* as at 30 November 2020, excluding the WIN Sports and Entertainment Centre.
- 5.2 At the time of making of this Award, no employee will suffer a reduction of their rate of pay or diminution in their conditions of employment as a consequence of the making of this Award.
- 5.3 The award stands alone. All other agreements and awards are excluded from having any application to employees covered by this Award as specified in cl. 5.1.

6. Period of Operation

- 6.1 This instrument will take effect on and from 3 February 2023 and remain in force for a period of one (1) year and rescinds and replaces the Venues NSW Award 2022 published 6 May 2022 (391 I.G. 1019), and any variation thereof.

7. Statement of Intent

- 7.1 Venues NSW and employees each recognise that the work practices that were used in the past may not be consistent with the current and future needs of Venues NSW and with work practices across the venue management industry. It is therefore important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of Venues NSW and provide consistent, fair and equitable working conditions to its employees.

8. Terms of Engagement

- 8.1 Employees under this award will be engaged pursuant to the *Government Sector Employment Act 2013* as ongoing employees and temporary employees on a full-time or part-time basis, or as casual employees.

9. Casual Employment

- 9.1 This clause applies to casual employees allocated to Venues NSW facilities as specified in subclause 5.1.
- 9.2 Hours of Work
 - 9.2.1 A casual employee is engaged and paid on an hourly basis.

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

9.2.3 A casual employee will not work more than 12 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 12 hours, except where longer periods are required by the usual work pattern of the role.

9.3 Rate of Pay

9.3.1 Casual employees will be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

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

9.3.2 Casual employees will be paid a loading on the appropriate ordinary hourly rate of pay of:

15%

9.3.3 Casual employees will also receive a 1/12th loading on the appropriate ordinary hourly rate of pay in lieu of annual leave.

9.3.4 The loading specified in paragraph 9.3.2 of this subclause is in recognition of the casual nature of the employment and compensates the employee for all leave, other than annual leave and long service leave, and all incidences of employment, except overtime.

9.4 Overtime

9.4.1 Casual employees will be paid overtime for work performed:

- (a) In excess of 12 consecutive hours (excluding meal breaks) except where required by the usual work pattern of the role; or
- (b) In excess of the daily roster pattern applicable for the particular class of work; or
- (c) In excess of the standard weekly roster of hours for the particular class of work.

9.4.2 Overtime rates will be paid in accordance with the rates set in clause 37, Payment for Overtime and Time Off in Lieu of this award.

9.4.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 9.3.2 of this clause.

9.4.4 The loading in lieu of annual leave as set out in paragraph 9.3.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

9.5 Leave

9.5.1 Other than as described under subclauses 9.5, 9.6 and 9.7 of this clause, casual employees are not entitled to any other paid or unpaid leave.

9.5.2 As set out in paragraph 9.3.3 of this clause, casual employees will be paid a 1/12th loading on the appropriate ordinary hourly rate of pay in lieu of annual leave.

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

9.5.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act*

1996. The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

(a) The Agency Head must not fail to re-engage a regular casual employee (see section 54(2) of the Act) because:

(i) The employee or employee's spouse is pregnant; or

(ii) The employee is or has been immediately absent on parental leave.

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

9.6 Personal Carers entitlement for casual employees

9.6.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 49.4.2 of clause 49, Sick Leave to Care for a Family Member, of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 9.6.4, and the notice requirements set out in paragraph 9.6.5 of this clause.

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

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

9.6.4 The casual employee will, if required,

(a) Establish either by production of a medical certificate or statutory declaration:

i. the illness of the person concerned; and

ii. that the illness is such as to require care by another person;

or

(b) Establish by production of documentation acceptable to the employer or a statutory declaration:

i. the nature of the emergency; and

ii. that such emergency resulted in the person concerned requiring care by the employee.

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

9.6.5 The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the 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.

9.7 Bereavement entitlements for casual employees

- 9.7.1 Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- 9.7.2 The Agency Head and the casual employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 9.7.3 The Agency Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- 9.7.4 The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the 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.

9.8 Meal Break

- 9.8.1 All casual employees who work for more than five consecutive hours will be entitled to an unpaid meal break of not less than 30 minutes duration. The meal break may be up to one hour in duration with the agreement of the supervisor. The meal break will be taken according to the needs of the operation. After each subsequent five-hour period from the time of the first entitlement the employee will be given a further meal break under similar conditions.

9.9 Application of other clauses of this Award to casual employees

- 9.9.1 The following clauses of this award do not apply to casual employees:

10	Part-Time Employment
12	Apprentices
13	School based apprentices
15	Annualised Salary
24	Extended Leave
26	Hours of Work
27	Rosters - Ongoing and Temporary Employees
29	Meal Breaks and Allowances
30	Variation of Hours
31	Natural Emergencies and Major Transport Disruptions
32	Public Holidays
33	Overtime - General
34	Recall to Duty
35	Overtime Meal Breaks
38	On-Call (Stand-by) and On-Call Allowance
40	Leave Without Pay
41	Annual Leave
42	Annual Leave Loading
43	Family and Community Services Leave
44	Military Leave
45	Observance of Essential Religious or Cultural Obligations
46	Parental Leave
47	Sick Leave
48	Sick Leave Requirements for Evidence of Illness
49	Sick Leave to Care for a Family Member
50	Sick Leave - Workers Compensation
51	Sick Leave - Claims Other Than Workers Compensation

52	Special Leave
57	Leave for Matters Arising from Domestic Violence
56	Trade Union Activities Regarded as on Duty
57	Trade Union activities Regarded as Special Leave
58	Trade Union Training Courses
59	Conditions Applying to on Loan Arrangements

10. Part-Time Employment

10.1 General

10.1.1 Part-time work may be undertaken with the agreement of the Agency Head. Part-time work may be undertaken in a part-time position or under a part-time arrangement.

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

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

10.1.4 Before commencing part-time work, the Agency Head and the employee must agree upon:

- (a) The hours to be worked by the employee, the days upon which they will be worked and the commencing and ceasing times for the work;
- (b) The classification applying to the work to be performed; and
- (c) The number of hours leave to be deducted for each day's absence from duty.

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

10.2 Additional hours - Non-Annualised Employees

10.2.1 An employer may request, but not require, a part-time employee to work additional hours. For the time worked in excess of the employee's usual hours and up to the normal full-time hours for the classification, part-time employees will be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of annual leave.

10.2.2 Time worked in excess of the full-time hours of the classification; payment will be made at the appropriate overtime rate or time off in lieu granted in accordance with clause 37, Payment for Overtime and Time Off In Lieu, of this award.

11. Classifications

11.1 The classifications are those specified in Annexure A to this award attached hereto.

11.2 Assignment will be to roles within the classifications specified in Annexure A to this award.

12. Apprentices

12.1 The wage rate for apprentices will be calculated by applying the following percentages to the Total Salary of a Level 3 Step 1 employee specified in Table 1.1, Ongoing and temporary employees non-annualised salaries of Annexure A, Salaries of this award:

Apprentice	% of Level 3 Step 1
1st year (or equivalent training stage)	45
2nd year (or equivalent training stage)	60

3rd year (or equivalent training stage)	75
4th year (or equivalent training stage)	85
Adult, at age 21 or over, regardless of Year of Apprenticeship	85

"Equivalent training stage" recognises that credit may be given for training undertaken prior to the commencement of the apprenticeship or that progression through the wage scale may be accelerated or that the provisions of clause 13, School Based Apprentices, apply.

- 12.2 Apprentices who reach the age of 21 years prior to completion of their apprenticeship will be paid from the date of reaching the age of 21 the rate provided in subclause 12.1 of this clause for an Adult at age 21 or over regardless of the year of apprenticeship.

13. School Based Apprentices

- 13.1 A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.
- 13.2 The hourly rates for full-time apprentices as set out in this award will apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 13.3 For the purposes of subclause 13.2 of this clause, 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.
- 13.4 The wages paid for training time may be averaged over the school term or year.
- 13.5 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- 13.6 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- 13.7 Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this award. This progression applies in addition to the progression achieved as a school based apprentice.
- 13.8 Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this award.

14. Rates of Pay

- 14.1 The ordinary rates of pay relating to persons employed under this award are those applying in Annexure A to this award attached hereto.
- 14.2 Rates of pay are varied by 2.53% from 3 February 2023.

15. Annualised Salary

- 15.1 The Agency Head may determine that an employee occupying a specified ongoing or temporary role will receive an annualised salary for all incidents of work under this Award.
- 15.2 Ongoing annualised full-time employees will be engaged as annualised salaried employees and will be paid the rate of pay for the appropriate skill level and location, as set out in Annexure A.
- 15.3 An employee occupying a role classified at Level 8 or Level 9 as described in Table 1.2 of Annexure A to this award will be paid a salary in accordance with the employee's relevant level, as detailed in the letter of appointment and the role description, and within the salary range as set out in Table 1.2 respectively for Level 8 and Level 9.

- 15.4 Ongoing annualised part-time employees will be paid pro rata the rate for the appropriate skill level and location, as set out in Annexure A.
- 15.5 Annualised salary is paid as compensation for time worked in excess of ordinary hours, up to 20 hours per 28 day roster period.
- 15.6 Annualised salary is paid as compensation for other work related incidents and allowances, including on call allowance, meal break interruptions, shift penalties and travel time.
- 15.7 The calculation of time ‘worked’ during each 28 day cycle includes hours away from the work place on public holidays, annual leave and sick leave.
- 15.8 Due to the nature of our operation, employees in receipt of an annualised salary can be required to work up to 20 hours per 28 day roster period, in excess of 152 hours, without the payment of overtime or time off in lieu. Requests to work additional hours should not be unreasonable and be predominately made to employees for the purpose of major events, facilities and grounds works as required. The number of hours worked by part-time annualised employees without the payment of overtime or time off in lieu will be based on their equivalent pro rata normal working week hours.
- 15.9 Hours worked in excess of ordinary hours above 20 hours per 28 day roster period will be accrued, at the employee’s discretion, as either overtime under clause 37 or as time off in lieu at a rate of one hour worked for one hour time in lieu.
- 15.10 Time off in lieu must be taken within 6 months of the leave accruing at a time and date agreed between the employer and the employee.
- 15.11 Any balance of time off in lieu untaken after 6 months of the leave accruing will be paid at the overtime rate in accordance with subclause 37.5.
- 15.11.1 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 as specified in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 or any successor instrument, as varied from time to time, will be paid at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Agency Head approves payment at the employee’s salary or, where applicable, salary and allowance in the nature of salary.

16. Payment of Wages

- 16.1 All monies payable to employees will be paid fortnightly by electronic funds transfer.

17. Allowance for Temporary Assignments to Higher Non-Executive Roles

- 17.1 A Public Service non-executive employee who is temporarily assigned by the Agency Head under the Government Sector Employment (General) Rules 2014 to another non-executive role at a higher classification of work than the employee’s current classification of work will be paid an allowance in accordance with the provisions of clause 20 of the Government Sector Employment Regulation 2014.

18. First Aid Allowance

- 18.1 An employee appointed as a First Aid Officer will be paid a first aid allowance at the rate appropriate to the qualifications held by such employee as specified in Annexure B of this award attached hereto.
- 18.2 The First Aid Allowance - Basic Qualifications rate will apply to an employee appointed as a First Aid Officer who holds a St John’s Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society’s First Aid Certificates) issued within the previous three years.
- 18.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to an employee appointed as a First Aid Officer who:

- 18.3.1 Is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites); and
- 18.3.2 Holds an Occupational First-Aid Certificate issued within the previous three years.
- 18.4 The First Aid Allowance will not be paid during leave of one week or more.
- 18.5 When the First Aid Officer is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Officer's role, such employee will be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 18.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet Agency needs, and the cost of retraining First Aid Officers, are to be met by the Agency.

19. Allowance Payable for Use of Private Motor Vehicle

- 19.1 The Agency Head may authorise an employee to use a private motor vehicle for work where:
 - 19.1.1 Such use will result in greater efficiency or involve the Agency in less expense than if travel were undertaken by other means; or
 - 19.1.2 Where the employee is unable to use other means of transport due to a disability.
- 19.2 An employee who, with the approval of the Agency Head, uses a private motor vehicle for work will be paid an appropriate rate of allowance specified in Annexure B of this award attached hereto for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 19.4 of this clause.
- 19.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
 - 19.3.1 The casual rate is payable if an employee elects, with the approval of the Agency Head, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
 - 19.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.
- 19.4 Deduction from allowance
 - 19.4.1 Except as otherwise specified in this award, an employee will bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
 - 19.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 19.4.3 of this subclause.
 - 19.4.3 Designated headquarters
 - (a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work

area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.

- (b) An employee's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

19.4.4 On days when an employee uses a private vehicle for official business and travels to and from home, whether or not the employee during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the employee's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

19.4.5 Where a headquarters has been designated per paragraph 19.4.3 of this subclause and the employee is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

19.4.6 Deductions are not to be applied in respect of days characterised as follows.

- (a) When staying away from home overnight, including the day of return from any itinerary.
- (b) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.
- (c) When the employee uses the vehicle for official business after normal working hours.
- (d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.
- (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Agency is satisfied that:
 - (i) At the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - (ii) The periodical ticket was in fact purchased; and
 - (iii) In regard to train travellers, no allowance is to be paid in respect of distance between the employee's home and the railway station or other intermediate transport stopping place.

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

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

19.7 Where an employee tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the employee will be entitled to an additional allowance as prescribed in Annexure B of this award attached hereto.

20. Damage to Private Motor Vehicle Used for Work

- 20.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer will be reimbursed by the Agency, provided:
- 20.1.1 The damage is not due to gross negligence by the employee; and
- 20.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- 20.2 Provided the damage is not the fault of the employee, the Agency will reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
- 20.2.1 The damage was sustained on approved work activities; and
- 20.2.2 The costs cannot be met under the insurance policy due to excess clauses.

21. Overseas Travel

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

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

- 22.1 Where damage to or loss of the employee's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the Agency covering the damage to or loss of the personal property of the employee.
- 22.2 If a claim under subclause 22.1 of this clause is rejected by the insurer, the Agency Head may compensate an employee for the damage to or loss of personal property, if such damage or loss:
- 22.2.1 Is due to the negligence of the Agency, another employee, or both, in the performance of their duties; or
- 22.2.2 Is caused by a defect in an employee's material or equipment; or
- 22.2.3 Results from an employee's protection of or attempt to protect Agency property from loss or damage.
- 22.3 Compensation in terms of subclause 22.2 of this clause will be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Agency Head may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 22.4 For the purpose of this clause, personal property means an employee's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the employee's duties.
- 22.5 Compensation for the damage sustained will be made by the Agency where, in the course of work, clothing or items such as spectacles, hearing aids, etc., are damaged or destroyed by natural disasters or by theft or vandalism.

23. Lactation Breaks

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

- 23.2 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.
- 23.3 A part-time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 23.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 23.5 The Agency Head will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 23.6 Other suitable facilities, such as refrigeration and a sink, will be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 23.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 23.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 47, Sick Leave, of this award.

24. Extended Leave

- 24.1 Extended leave will accrue and will be granted to employees in accordance with the provisions of Schedule 1 of the Government Sector Employment Regulation 2014.

25. Absence from Work

- 25.1 An employee must not be absent from work unless reasonable cause is shown.
- 25.2 If an employee is to be absent from duty because of illness or other emergency, the employee must notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence and the reason for the absence.
- 25.3 If a satisfactory explanation for the absence, is not provided, the employee will be regarded as absent from duty without authorised leave and the Agency Head will deduct from the pay of the employee the amount equivalent to the period of the absence.
- 25.4 The minimum period of leave available to be granted will be a quarter day.
- 25.5 Nothing in this clause affects any proceedings for misconduct or unsatisfactory performance against an employee who is absent from duty without authorised leave.

26. Hours of Work

- 26.1 The ordinary hours of work will be Monday to Sunday inclusive.
- 26.2 Ordinary hours will be worked on a rostered basis over a 28 day period subject to the following limitations:
- 26.2.1 Except as provided by sub-clause 28.8 of clause 28 Rostered Days Off of this award, a maximum of 152 ordinary hours will be worked in any one 28 day period.

- 26.2.2 A maximum of 12 ordinary hours will be worked in any 24 hour period.
- 26.2.3 A minimum engagement of 3 hours to be worked consecutively.
- 26.3 Each employee will be entitled to a minimum of 8 hours break between each full shift. This clause does not apply to broken shifts.
- 26.4 The maximum ordinary hours of work for a full-time or part-time employee in any given week will be 60 hours.
- 26.5 Part-time employees - Hours of Work, refer to clause 10 of this award.
- 26.6 The working hours of employees and the manner of their recording, will be as determined from time to time by the Agency Head. Such direction will include the definition of full-time contract hours as contained in clause 26, Hours of Work, of this award.
- 26.7 The employee in charge of a division or branch of Venues NSW will be responsible to the Agency Head for the proper observance of hours of work and for the proper recording of such attendance.
- 26.8 The Agency Head may require an employee to perform duty beyond the hours determined under subclause 26.4 of this clause but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors will be taken into account:
- 26.8.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
- 26.8.2 Any risk to the employee's health and safety;
- 26.8.3 The urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
- 26.8.4 The notice (if any) given by the Agency Head regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
- 26.8.5 Any other relevant matter.
- 26.9 The application of hours of work is subject to the provisions of this clause.
- 26.10 The ordinary hours may be worked on a full-time or part-time basis.
- 26.12 The Agency Head will ensure that all employees employed in Venues NSW are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

27. Rosters - Ongoing and Temporary Employees

- 27.1 Rosters will be provided at least 7 days in advance.
- 27.2 Rosters may be changed during this period by mutual agreement.
- 27.3 If a change to the roster is advised with more than 24 hours' notice, it will be obligatory for employees to work the roster.
- 27.4 If a change to the roster is advised with less than 24 hours' notice it will be optional for the employee to work the roster.

28. Rostered Days Off

- 28.1 The following sub-clauses do not apply to annualised employees. Refer clause 15 Annualised Salary of this award.
- 28.2 Full-time hours will be worked on the basis of 19 Rostered Days in each 28 day roster cycle.
- 28.3 Part-time employees are entitled to the number of Rostered Days Off specified in their part-time work agreement.
- 28.4 An employee may swap a Rostered Day Off with another employee, subject to the prior approval of the Venue Manager or Supervisor.
- 28.5 An employee who is directed to work ordinary hours on a Rostered Day Off may take that Rostered Day Off at another time, subject to Venues NSW operational needs.
- 28.6 If an employee is unable to take a Rostered Day Off due to exceptional circumstances, the Rostered Day Off can be taken at another time, subject to Venues NSW operational needs. Where practicable, the Rostered Day Off will be taken during the current roster cycle, or the following roster cycle.
- 28.7 For a full-time employee absent on a working day or days, 7.6 hours leave will be deducted for each day of absence and counted as ordinary hours of work, regardless of the actual number of ordinary hours rostered to be performed.
- 28.8 For a part-time employee absent on a working day or days, the number of hours leave to be deducted for each day of absence and counted as ordinary hours of work will be specified in the employee's part-time work agreement.
- 28.9 Where a grant of leave as per sub-clauses 28.6 or 28.7 of this clause would otherwise lead to the total number of hours worked in the roster cycle to be in debit or excess of the contracted ordinary hours the employee's roster may be amended, subject to the operational needs of Venues NSW, to ensure that the contracted hours are worked within the roster cycle.
- 28.10 If it is not practicable to make an adjustment to the employee's roster in the current roster cycle as per sub-clause 28.8 of this clause the credit or debit on ordinary hours worked may be carried forward to the next roster cycle and an adjustment to the employee's roster made in the following roster cycle.
- 28.11 Where a full-time employee is absent for an entire roster cycle, 152 hours leave will be deducted.
- 28.12 Where a part-time employee is absent for an entire roster cycle the contract hours per roster cycle specified in the employee's part-time work agreement will be deducted.
- 28.13 If an employee or family member of an employee is sick on a Rostered Day Off, the Rostered Day Off will not be re-credited to the staff member.

29. Meal Breaks and Allowances

- 29.1 All employees who work for more than five consecutive hours will be entitled to an unpaid meal break of not less than 30 minutes duration. The meal break may be up to one hour in duration with the agreement of the supervisor. The meal break will be taken according to the needs of the operation. After each subsequent five-hour period from the time of the first entitlement the employee will be given a further meal break under similar conditions.

30. Variation of Hours

- 30.1 If the Agency Head is satisfied that an employee is unable to comply with the general hours operating in the Agency because of limited transport facilities, urgent personal reasons, community or family reasons, the Agency Head may vary the employee's hours of attendance on a one off, short or long-term basis, subject to the following:

- 30.1.1 The variation does not adversely affect the operational requirements;
- 30.1.2 There is no reduction in the total number of daily hours to be worked;
- 30.1.3 The variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- 30.1.4 A meal break of 30 minutes is available to the employee. The meal break may be up to one hour in duration with the agreement of the supervisor;
- 30.1.5 No overtime or meal allowance payments are made to the employee, as a result of an agreement to vary the hours;
- 30.1.6 Ongoing arrangements are documented; and
- 30.1.7 The Union is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

31. Natural Emergencies and Major Transport Disruptions

- 31.1 An employee prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
 - 31.1.1 Apply to vary the working hours as provided in clause 30, Variation of Hours of this award; and/or
 - 31.1.2 Negotiate an alternative working location with the Agency; and/or
 - 31.1.3 Take available family and community service leave, annual or extended leave or leave without pay to cover the period concerned.

32. Public Holidays

- 32.1 Unless directed to attend for duty by the Agency Head, an employee is entitled to be absent from duty without loss of pay on any day which is:
 - 32.1.1 A public holiday throughout the State; or
 - 32.1.2 A local holiday in that part of the State at or from which the employee performs duty; or
 - 32.1.3 A day between Boxing Day and New Year's Day determined by the appropriate Agency Head as a public service holiday.
- 32.2 An employee required by the Agency Head to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 32.3 If a local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

33. Overtime - General

- 33.1 An employee may be directed by the Agency Head to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:
 - 33.1.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,

- 33.1.2 Any risk to employee health and safety,
 - 33.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - 33.1.4 The notice (if any) given by the Agency Head regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
 - 33.1.5 Any other relevant matter.
- 33.2 Payment for overtime will be made only where the employee works directed overtime.

34. Recall to Duty

- 34.1 An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 34.2 The employee will not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 34.3 When an employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment will be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time will be calculated as one continuous period.
- 34.4 When an employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the employee was last recalled, overtime will only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- 34.5 A recall to duty commences when the employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- 34.6 An employee recalled to duty within three (3) hours of the commencement of usual hours of duty will be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 34.7 This clause will not apply in cases where it is customary for an employee to return to the Agency's premises to perform a specific job outside the employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances will not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

35. Overtime Meal Breaks

- 35.1 An employee required to work overtime on weekdays for an hour and a half or more after the employee's ordinary hours of duty on weekdays, will be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 35.2 An employee required to work overtime on a Saturday, Sunday or Public Holiday, will be allowed 30 minutes for a meal after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours will be given a meal break at the earliest opportunity.

36. Overtime Meal Allowances

- 36.1 If an adequate meal is not provided by the Agency, a meal allowance will be paid by the Agency at the appropriate rate specified in Annexure B of this award attached hereto, provided the Agency Head is satisfied that:
- 36.1.1 The time worked is directed overtime;
- 36.1.2 The employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 36.1.3 Where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so; and
- 36.1.4 Overtime is not being paid in respect of the time taken for a meal break.
- 36.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Agency Head will approve payment of actual expenses.
- 36.3 Where a meal was not purchased, payment of a meal allowance will not be made.
- 36.4 Receipts must be provided to the Agency Head or his/her delegate in support of any claims for additional expenses or when the employee is required to substantiate the claim.

37. Payment for Overtime and Time Off in Lieu

- 37.1 Clause 37, "Payment for Overtime and Time Off in Lieu" of this award does not apply to annualised employees except as provided by subclause 15.9 of clause 15, Annualised Salary, of this award, or to casual employees except as provided by subclause 9.4 of clause 9, Casual Employment, of this award.
- 37.2 The Agency Head will grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of time off in lieu in accordance with subclause 37.7 of this clause.
- 37.3 All time worked by any ongoing or temporary, full-time or part-time employee in excess of the 12 working hours on any one day or in excess of 152 hours in any rostered work cycle will be deemed to be overtime.
- 37.4 All time worked by any casual employee in excess of 12 working hours on any one day will be deemed as overtime.
- 37.5 Overtime will be based on the payment of time and one half for the first two hours and double time thereafter for work other than that performed on a Public Holiday.
- 37.6 Overtime performed on a public holiday will be paid at the rate of double time and a half.
- 37.7 An ongoing or temporary employee may elect to take time off in lieu as an alternative to being paid overtime.
- 37.8 Time off in lieu is to be taken on a one for one basis. (i.e. ordinary rate)
- 37.9 Time off in lieu must be taken within 6 months of the leave accruing at the discretion of the manager.
- 37.10 Time off in lieu may be taken as full or half days.
- 37.11 Any balance of time off in lieu untaken after 6 months of the leave accruing will be paid at the overtime rate in accordance with subclause 37.5.
- 37.12 All time accrued must be recorded in a format suitable and approved by the employee's manager.

- 37.13 Make-up Time -An ongoing or temporary 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, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- 37.14 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 as specified in the *Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007* or any successor instrument, as varied from time to time, will be paid at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Agency Head approves payment at the employee's salary or, where applicable, salary and allowance in the nature of salary.

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

- 38.1 Unless in receipt of an Annualised Salary in terms of clause 15 of this award an employee will be:
- 38.1.1 Entitled to be paid the on-call allowance set out in Annexure B of this award attached hereto when directed by the Agency to be on-call or on stand-by for a possible recall to duty outside the employee's working hours;
- 38.1.2 If an employee who is on call and is called out by the Agency, the overtime provisions as set out in clause 37, Payment for Overtime or Leave in Lieu, of this award will apply to the time worked;
- 38.1.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed will be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

39. Uniforms and Protective Clothing

- 39.1 Where employees are required to wear a branded uniform they will provided free of charge.
- 39.2 Where items of clothing referred to in subclause 39.1 are required to be cleaned and maintained by the employee the provisions of Annexure B of this Award attached hereto, will apply.
- 39.3 The Agency commits to providing appropriate protective clothing for employees as is deemed necessary to provide a safe working environment for employees.
- 39.4 The Agency will have the right to determine a dress or uniform code for all employees covered by this award, which may include a particular style and colour of dress, which is practical to the working environment, such items will be provided by the employee.
- 39.5 All uniform items, protective clothing and other tools provided by the employer will remain the property of the Crown and will, upon demand be returned to the Agency in reasonable conditions. Upon termination, monies owed to the employee may be withheld until such time as this sub-clause is complied with by the employee.

40. Leave Without Pay

- 40.1 The Agency Head may grant leave without pay to an employee 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 an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee will be paid for any proclaimed public holidays falling during such leave without pay.
- 40.4 Where an employee is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave will count as service for incremental progression and accrual of annual leave.

- 40.5 An employee who has been granted leave without pay will not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Agency Head.
- 40.6 An employee will not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave will be taken before leave without pay.
- 40.7 No paid leave will be granted during a period of leave without pay.
- 40.8 An ongoing assignment may be made to the employee's role 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 employee is advised of the Agency's proposal to permanently backfill their role; and
 - 40.8.3 The employee is given a reasonable opportunity to end the leave without pay and return to their role; and
 - 40.8.4 The Agency advised the employee at the time of the subsequent approval that the role will be filled on an ongoing basis during the period of leave without pay.
- 40.9 The role cannot be filled on an ongoing basis unless the above criteria are satisfied.
- 40.10 The employee does not cease to be employed by the Agency if their role is backfilled on an ongoing basis.
- 40.11 Subclause 40.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 46.9.1(a) of clause 46, Parental Leave, or to Military Leave granted in accordance with clause 44 of this award.

41. Annual Leave

- 41.1 Accrual
- 41.1.1 Paid annual leave for full-time employees and annual leave for employees working part-time, accrues at the rate of 20 working days per year. Employees working part-time will accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
 - 41.1.2 Annual leave accrues from day to day.
- 41.2 Limits on Accumulation and Direction to Take Leave
- 41.2.1 At least two (2) consecutive weeks of annual leave will be taken by an employee every 12 months, except by agreement with the Agency Head in special circumstances.
 - 41.2.2 Where the operational requirements permit, the application for leave will be dealt with by the Agency Head according to the wishes of the employee.
 - 41.2.3 The Agency Head will notify the employee in writing when accrued annual leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks annual leave within 3 months of the notification at a time convenient to the Agency.
 - 41.2.4 The Agency Head will notify the employee in writing when accrued annual leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks annual leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Agency.

- 41.2.5 An employee must take their annual leave to reduce all balances below 8 weeks or its hourly equivalent, and the Agency must cooperate in this process. The Agency may direct an employee with more than 8 weeks to take their annual leave so that it is reduced to below 8 weeks.
- 41.3 Conservation of Leave - If the Agency Head is satisfied that an employee is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Agency Head will:
- 41.3.1 Specify in writing the period of time during which the excess will be conserved; and
- 41.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 41.3.3 Annual leave accruals will be displayed for employees on their payslips.
- 41.4 Miscellaneous
- 41.4.1 Annual leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
- 41.4.2 Annual leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 41.4.3 Annual leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 41.4.4 of this subclause.
- 41.4.4 Annual leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full-time working days, or their part-time equivalent, in any period of 12 months.
- 41.4.5 The proportionate deduction to be made in respect of the accrual of annual leave on account of any period of absence referred to in paragraph 41.4.4 of this subclause will be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 41.4.6 Annual leave accrues at half its normal accrual rate during periods of extended leave on half pay or annual leave taken on half pay.
- 41.4.7 Annual leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 46, Parental Leave of this award.
- 41.4.8 On cessation of employment, an employee is entitled to be paid, the money value of accrued annual leave which remains untaken.
- 41.4.9 An employee to whom paragraph 41.4.8 of this subclause applies may elect to take all or part of accrued annual leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 41.5 Death - Where an employee dies, the monetary value of annual leave accrued and remaining untaken as at the date of death, will be paid to the employee's nominated beneficiary.
- 41.6 Where no beneficiary has been nominated, the monetary value of annual leave is to be paid as follows: -
- 41.6.1 To the widow or widower of the employee; or
- 41.6.2 If there is no widow or widower, to the children of the employee or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or

- 41.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Agency Head was, at the time of the employee's death, a dependent relative of the employee; or
- 41.6.4 If there is no person entitled under paragraphs 41.6.1, 41.6.2 or 41.6.3 of this subclause to receive the money value of any leave not taken or not completed by an employee or which would have accrued to the employee, the payment will be made to the personal representative of the employee.
- 41.7 Annual leave does not accrue during leave without pay other than
- 41.7.1 Military leave taken without pay when paid military leave entitlements are exhausted;
- 41.7.2 Absences due to natural emergencies or major transport disruptions, when all other paid leave is
- 41.7.3 Any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 41.7.4 Incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
- 41.7.5 Periods which when aggregated do not exceed 5 working days in any period of 12 months.

42. Annual Leave Loading

- 42.1 General - An employee, 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 42.2 to 42.4 of this clause, the annual leave loading will be 17½% on the monetary value of up to 4 weeks annual leave accrued in a leave year.
- 42.2 Maximum Loading - The annual leave loading payable will not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk as specified in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 or any successor instrument, as varied from time to time.
- 42.3 Leave year - For the calculation of the annual leave loading, the leave year will commence on 1 December each year and will end on 30 November of the following year.
- 42.4 Payment of annual leave loading - Payment of the annual leave loading will be made on the annual leave accrued during the previous leave year and will be subject to the following conditions:
- 42.4.1 Annual leave loading will be paid on the first occasion in a leave year, other than the first leave year of employment, when an employee takes at least two (2) consecutive weeks annual leave. Where an employee does not have at least 2 weeks annual leave available, the employee may use a combination of annual leave and any of the following: public holidays, extended leave, leave without pay, time off in lieu, rostered day off. The employee will be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
- 42.4.2 If at least two weeks leave, as set out in paragraph 42.4.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year will be made to the employee as at 30 November of the current year.
- 42.4.3 While annual leave loading will not be paid in the first leave year of employment, it will be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 42.4.1 of this subclause, is taken.
- 42.4.4 An employee who has not been paid the annual leave loading for the previous leave year, will be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the employee's serious and intentional misconduct.

42.4.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

43. Family and Community Service Leave

- 43.1 The Agency Head will grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 43.2 of this clause. The Agency Head may also grant leave for the purposes in subclause 43.3 of this clause. Non-emergency appointments or duties will be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 43.2 Such unplanned and emergency situations may include, but not be limited to, the following: -
- 43.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - 43.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - 43.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
 - 43.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 43.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Agency Head considers the granting of family and community service leave to be appropriate in a particular case.
- 43.3 Family and community service leave may also be granted for:
- 43.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - 43.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.
- 43.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 49.4.2 of clause 49, Sick Leave to Care for a Family Member of this award.
- 43.5 Family and community service leave will accrue as follows:
- 43.5.1 Two and a half days in the employee's first year of service;
 - 43.5.2 Two and a half days in the employee's second year of service; and
 - 43.5.3 One day per year thereafter.
- 43.6 If available family and community service leave is exhausted as a result of natural disasters, the Agency Head will consider applications for additional family and community service leave, if some other emergency arises.
- 43.7 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.

- 43.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with clause 49, Sick Leave to Care for a Sick Family Member, of this award will be granted when paid family and community service leave has been exhausted or is unavailable.
- 43.9 The Agency Head may also grant employee other forms of leave such as accrued annual leave, time off in lieu and so on for family and community service leave purposes.

44. Military Leave

- 44.1 During the period of 12 months commencing on 1 July each year, the Agency Head may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 44.2 In accordance with the *Defence Reserve Service (Protection) Act 2001* (Cth), it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.
- 44.3 Up to 24 working days military leave per financial year may be granted by the Agency Head 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 44.1 of this clause.
- 44.4 The Agency Head may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part-time members of the Australian Defence Forces.
- 44.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 44.3 of this clause may be granted Military Leave Top Up Pay by the Agency Head.
- 44.6 Military Leave Top Up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 44.7 During a period of Military Leave Top Up Pay, an employee will continue to accrue sick leave, annual and extended leave entitlements, and Agencies are to continue to make superannuation contributions at the normal rate.
- 44.8 At the expiration of military leave in accordance with subclause 44.3 or 44.4 of this clause, the employee will furnish to the Agency Head a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

45. Observance of Essential Religious or Cultural Obligations

- 45.1 An employee of:
- 45.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 45.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted annual/extended leave to credit or leave without pay to do so.
- 45.2 Provided adequate notice as to the need for leave is given by the employee to the Agency and it is operationally convenient to release the employee from duty, the Agency Head must grant the leave applied for by the employee in terms of this clause.
- 45.3 An employee of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, will be granted such time off by the Agency Head, subject to:
- 45.3.1 Adequate notice being given by the employee;

45.3.2 Prior approval being obtained by the employee; and

45.3.3 The time off being made up in the manner approved by the Agency Head.

45.4 Notwithstanding the provisions of subclauses 45.1, 45.2 and 45.3 of this clause, arrangements may be negotiated between the Agency and the Unions to provide greater flexibility for employees for the observance of essential religious or cultural obligations.

46. Parental Leave

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

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

46.2.1 For a period up to 9 weeks prior to the expected date of birth; and

46.2.2 For a further period of up to 12 months after the actual date of birth.

46.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

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

46.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or

46.3.2 For such period, not exceeding 12 months on a full-time basis, as the Agency Head may determine, if the child has commenced school at the date of the taking of custody.

46.3.3 Special Adoption Leave - An employee will be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against annual leave, extended leave or family and community service leave.

46.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:

46.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;

46.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph 46.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

46.5 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:

46.5.1 applied for parental leave within the time and in the manner determined set out in subclause 46.10 of this clause; and

46.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.

46.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:

- (a) In advance as a lump sum; or
- (b) Fortnightly as normal; or
- (c) Fortnightly at half pay; or
- (d) A combination of full pay and half pay.

46.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full-time role who is on part-time leave without pay when they start parental leave is paid:

46.6.1 At the full-time rate if they began part-time leave 40 weeks or less before starting parental leave;

46.6.2 at the part-time rate if they began part-time leave more than 40 weeks before starting parental leave and have not changed their part-time work arrangements for the 40 weeks;

46.6.3 At the rate based on the average number of weekly hours worked during the 40 week period if they have been on part-time leave for more than 40 weeks but have changed their part-time work arrangements during that period.

46.7 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:

46.7.1 At the rate (full-time or part-time) they were paid before commencing the initial leave if they have not returned to work; or

46.7.2 At a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or

46.7.3 At a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.

46.8 Except as provided in subclauses 46.5, 46.6 and 46.7 of this clause parental leave will be granted without pay.

46.9 Right to request

46.9.1 An employee who has been granted parental leave in accordance with subclause 46.2, 46.3 or 46.4 of this clause may make a request to the Agency Head to:

- (a) Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (b) Return from a period of full-time parental leave on a part-time basis until the child reaches school age (Note: returning to work from parental leave on a part-time basis includes the option of returning to work on part-time leave without pay);
- (c) To assist the employee in reconciling work and parental responsibilities.

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

46.10 Notification Requirements

- 46.10.1 When an Agency is made aware that an employee or their spouse is pregnant or is adopting a child, the Agency must inform the employee of their entitlements and their obligations under the award.
- 46.10.2 An employee who wishes to take parental leave must notify the Agency Head in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- (a) That she/he intends to take parental leave, and
 - (b) The expected date of birth or the expected date of placement, and
 - (c) If she/he is likely to make a request under subclause 46.9 of this clause.
- 46.10.3 At least 4 weeks before an employee's expected date of commencing parental leave they must advise:
- (a) The date on which the parental leave is intended to start, and
 - (b) The period of leave to be taken.
- 46.10.4 Employee's request and the Agency Head's decision to be in writing
- The employee's request under paragraph 46.9.1 and the Agency Head's decision made under paragraph 46.9.2 must be recorded in writing.
- 46.10.5 An employee intending to request to return from parental leave on a part-time basis or seek an additional period of leave of up to 12 months must notify the Agency Head in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part-time basis, or later if the Agency Head agrees.
- 46.10.6 An employee on maternity leave is to notify her Agency of the date on which she gave birth as soon as she can conveniently do so.
- 46.10.7 An employee must notify the Agency as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 46.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Agency and any number of times with the consent of the Agency. In each case she/he must give the Agency at least 14 days' notice of the change unless the Agency Head decides otherwise.
- 46.11 An employee has the right to her/his former role if she/he has taken approved leave or part-time work in accordance with subclause 46.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part-time basis.
- 46.12 If the role occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other roles available that the employee is qualified for and is capable of performing, the employee will be appointed to a role of the same grade and classification as the employee's former role.
- 46.13 An employee does not have a right to her/his former role during a period of return to work on a part-time basis. If the Agency Head approves a return to work on a part-time basis then the role occupied is to be at the same classification and grade as the former role.

- 46.14 An employee who has returned to full-time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if acceptable to the Agency) must be given.
- 46.15 An employee who is sick during her pregnancy may take available paid sick leave or accrued annual or extended leave or sick leave without pay. An employee may apply for accrued annual leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 46.16 An employee may elect to take available annual leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 46.17 An employee may elect to take available annual leave at half pay in conjunction with parental leave provided that:
- 46.17.1 Accrued annual leave at the date leave commences is exhausted within the period of parental leave;
 - 46.17.2 The total period of parental leave is not extended by the taking of annual leave at half pay;
 - 46.17.3 When calculating other leave accruing during the period of annual leave at half pay, the annual leave at half pay will be converted to the full-time equivalent and treated as full pay leave for accrual of further annual, extended and other leave at the full-time rate.
- 46.18 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Agency Head, 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.
- 46.19 If such adjustments cannot reasonably be made, the Agency Head must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.
- 46.20 Communication during parental leave
- 46.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Agency will take reasonable steps to:
 - (a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and
 - (b) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.
 - 46.20.2 The employee will take reasonable steps to inform the Agency Head 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.
 - 46.20.3 The employee will also notify the Agency Head of changes of address or other contact details which might affect the Agency's capacity to comply with paragraph 46.20.1 of this subclause.

- 46.21 Determination No. 4 of 2022 made under Section 52 of the *Government Sector Employment Act* 2013 ('the Paid Parental Leave Scheme Determination') includes various conditions of employment for public sector employees related to paid parental leave. To the extent of any inconsistencies between the Parental Leave Scheme Determination and this Award, the provisions of the Parental Leave Scheme Determination apply and prevail over the Award.

47. Sick Leave

- 47.1 Illness in this clause and in clauses 48 and 49 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 47.2 Payment for sick leave is subject to the employee:
- 47.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and
- 47.2.2 Providing evidence of illness as soon as practicable if required by clause 48, Sick Leave - Requirements for Evidence of Illness, of this award.
- 47.3 If the Agency Head is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of his/her family member, the Agency Head:
- 47.3.1 Will grant to the employee sick leave on full pay; and
- 47.3.2 May grant to the employee, sick leave without pay if the absence of the employee exceeds the entitlement of the employee under this award to sick leave on full pay.
- 47.4 The Agency Head may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:
- 47.4.1 Is unable to carry out their duties without distress; or
- 47.4.2 Risks further impairment of their health by reporting for duty; or
- 47.4.3 Is a risk to the health, wellbeing or safety of other employees, Agency clients or members of the public.
- 47.5 The Agency Head may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.
- 47.6 Entitlements
- 47.6.1 At the commencement of employment with the Public Service, a full-time employee is granted an accrual of 5 days sick leave.
- 47.6.2 After the first four months of employment, the employee will accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 47.6.3 After the first year of service, the employee will accrue sick leave day to day at the rate of 15 working days per year of service.
- 47.6.4 All continuous service as an employee in the NSW public service will be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service will be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- 47.6.5 Notwithstanding the provisions of paragraph 47.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Government Sector Employment Regulation 2014 and Public Sector Staff Mobility Policy.

47.6.6 Sick leave without pay will count as service for the accrual of annual leave and paid sick leave. In all other respects sick leave without pay will be treated in the same manner as leave without pay.

47.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, will be converted to its full pay equivalent.

47.6.8 Paid sick leave will not be granted during a period of unpaid leave.

47.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service will be limited to 5 days paid sick leave, unless the Agency Head approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service will be supported by a satisfactory medical certificate.

47.8 Seasonal or relief employees - No paid sick leave will be granted to temporary employees who are employed as seasonal or relief employees for a period of less than 3 months.

48. Sick Leave - Requirements for Evidence of Illness

48.1 An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Agency Head in respect of the absence.

48.2 In addition to the requirements under subclause 47.2 of clause 47, Sick Leave, of this award, an employee may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Agency Head. Employees who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Agency Head for each occasion absent for the balance of the calendar year.

48.3 As a general practice backdated medical certificates will not be accepted. However, if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Agency Head is satisfied that the reason for the absence is genuine.

48.4 If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Agency Head will advise them in advance.

48.5 If the Agency Head is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to the nominated medical assessor for the NSW public sector for advice.

48.5.1 The type of leave granted to the employee will be determined by the Agency Head.

48.5.2 If sick leave is not granted, the Agency Head will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.

48.6 The granting of paid sick leave will be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Agency.

48.7 The reference in this clause to evidence of illness will apply, as appropriate:

48.7.1 Up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Agency Head's discretion, another registered health services provider, or

48.7.2 Where the absence exceeds one week, and unless the health provider listed in paragraph 48.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or

48.7.3 At the Agency Head's discretion, other forms of evidence that satisfy that an employee had a genuine illness.

48.8 If an employee who is absent on annual leave or extended leave, furnishes to the Agency Head satisfactory evidence of illness in respect of an illness which occurred during the leave, the Agency Head may, subject to the provisions of this clause, grant sick leave to the employee as follows:

48.8.1 In respect of annual leave, the period set out in the evidence of illness;

48.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.

48.9 Subclause 48.8 of this clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

49. Sick Leave to Care for a Family Member

49.1 Where family and community service leave provided for in clause 43 of this award is exhausted or unavailable, an employee with responsibilities in relation to a category of person set out in subclause 49.4 of this clause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

49.2 The sick leave will initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Agency Head may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

49.3 If required by the Agency Head to establish the illness of the person concerned, the employee must provide evidence consistent with subclause 48.6 of clause 48, Sick Leave - Requirements for Evidence of Illness, of this award.

49.4 The entitlement to use sick leave in accordance with this clause is subject to:

49.4.1 The employee being responsible for the care and support of the person concerned; and

49.4.2 The person concerned being:

- (a) A spouse of the employee; or
- (b) A de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
- (c) A child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
- (d) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same household, where for the purposes of this definition:

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

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

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

50. Sick Leave - Workers Compensation

- 50.1 The Agency Head will advise each employee of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and will give such assistance and advice, as necessary, in the lodging of any claim.
- 50.2 An employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the *Workers Compensation Act 1987* will be required to lodge a claim for any such compensation.
- 50.3 Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Agency Head will assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.
- 50.4 The Agency Head will ensure that, once received by the Agency, an employee's workers compensation claim is lodged by the Agency with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- 50.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Agency Head will grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued annual leave or extended leave.
- 50.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim will be restored to the credit of the employee.
- 50.7 If an employee notifies the appropriate Agency Head that he or she does not intend to make a claim for any such compensation, the Agency Head will consider the reasons for the employee's decision and will determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 50.8 An employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee will not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- 50.9 If the Agency Head provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the employee fails, to resume or perform such duties, the employee will be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 50.11 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:
- 50.11.1 The employee's claim for workers compensation;
 - 50.11.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 50.11.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 50.11.4 Action taken by the Agency Head 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.

51. Sick Leave - Claims Other Than Workers Compensation

- 51.1 If the circumstances of any injury to or illness of an employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full

pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:

51.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Agency to the employee; and

51.1.2 In the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Agency the monetary value of any such period of sick leave.

51.2 Sick leave on full pay will not be granted to an employee who refuses or fails to complete an undertaking, except in cases where the Agency Head is satisfied that the refusal or failure is unavoidable.

51.3 On repayment to the Agency of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, will be restored to the credit of the employee.

52. Special Leave

52.1 Special Leave - Jury Service

52.1.1 An employee will, as soon as possible, notify the Agency Head of the details of any jury summons served on the employee.

52.1.2 An employee who, during any period when required to be on duty, attends a court in answer to a jury summons will, upon return to duty after discharge from jury service, furnish to the Agency Head a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee during any such period and the details of any payment or payments made to the employee under section 72 of the *Jury Act 1977* in respect of any such period.

52.1.3 When a certificate of attendance on jury service is received in respect of any period during which an employee was required to be on duty, the Agency Head will grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Agency Head will grant, at the sole election of the employee, available annual leave on full pay or leave without pay.

52.2 Witness at Court - Official Capacity - When an employee is subpoenaed or called as a witness in an official capacity, the employee will 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 will be paid by the Agency.

52.3 Witness at Court - Other than in Official Capacity - Crown Witness - An employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) will:

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

52.3.2 Pay into the Treasury of the State of New South Wales all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

52.4 Association Witness - an employee called by the Union to give evidence before an Industrial Tribunal or in another jurisdiction will be granted special leave by the Agency for the required period.

- 52.5 Called as a witness in a private capacity - An employee who is subpoenaed or called as a witness in a private capacity will, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available annual leave on full pay or leave without pay.
- 52.6 Special Leave - Examinations -
- 52.6.1 Special leave on full pay up to a maximum of 5 days in any one year will be granted to employees for the purpose of attending at any examination approved by the Agency Head.
- 52.6.2 Special leave granted to attend examinations will include leave for any necessary travel to or from the place at which the examination is held.
- 52.6.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the employee, no further leave is granted for any examination.
- 52.7 Special Leave - Union Activities - Special leave on full pay may be granted to employees who are accredited Union delegates to undertake Union activities as provided for in clause 57, Trade Union Activities Regarded as Special Leave of this award.
- 52.8 Return Home When Temporarily Living Away from Home - Sufficient special leave will be granted to an employee who is temporarily living away from home as a result of work requirements. Such employee will 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 employee wishes to return home more often, such employee may be granted annual leave, extended leave to credit or leave without pay, if the operational requirements allow.
- 52.9 Return Home When Transferred to New Location - Special leave will be granted to an employee who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 52.10 An employee who identifies as an Indigenous Australian will be granted up to one day special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and employee.
- 52.11 Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Agency Head for such other purposes, subject to the conditions specified in the guidelines issued by the Public Service Commissioner at the time the leave is taken.
- 52.12 Matters arising from domestic violence situations.
- 52.12.1 When the leave entitlements referred to in clause 53, Leave for Matters Arising from Domestic Violence, have been exhausted, the Agency Head will grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

53. Leave for Matters Arising from Domestic Violence

- 53.1 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 53.2 Leave entitlements provided for in clause 43, Family and Community Service Leave, clause 47, Sick Leave and clause 49, Sick Leave to Care for a Family Member, may be used by employees experiencing domestic violence.
- 53.3 Where the leave entitlements referred to in subclause 53.2 are exhausted, Agency Heads will grant Special Leave as per subclause 52.11.

- 53.4 The Agency Head 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.
- 53.5 Personal information concerning domestic violence will be kept confidential by the Agency.
- 53.6 The Agency Head, 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.

54. Disputes Procedure

- 54.1 All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Agency, if required.
- 54.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 54.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Agency Head or delegate.
- 54.4 The immediate manager, or other appropriate employee, will convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 54.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Agency Head.
- 54.6 If the matter remains unresolved, the Agency Head will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 54.7 The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.
- 54.8 An employee, at any stage, may request to be represented by the relevant Union.
- 54.9 The employee or the Union on their behalf or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 54.10 The employee, Unions, and the Agency will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 54.11 Whilst the procedures outlined in subclauses 54.1 to 54.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

55. Anti-Discrimination

- 55.1 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, sexuality, transgender identity, age and responsibilities as a carer.

- 55.2 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.
- 55.3 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.
- 55.4 Nothing in this clause is to be taken to affect:
- 55.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 55.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 55.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 55.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 55.5 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.
- 55.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 55.6 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."

56. Trade Union Activities Regarded as on Duty

- 56.1 A Union delegate will be released from the performance of normal Agency duty when required to undertake any of the activities specified below. While undertaking such activities the Union delegate will be regarded as being on duty and will not be required to apply for leave:
- 56.1.1 Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2017*.
- 56.1.2 Attendance at meetings with workplace management or workplace management representatives;
- 56.1.3 A reasonable period of preparation time, before-
- (a) Meetings with management;
 - (b) Disciplinary or grievance meetings when a Union member requires the presence of a Union delegate; and
 - (c) Any other meeting with management,
- by agreement with management, where operational requirements allow the taking of such time;

- 56.1.4 Giving evidence in court on behalf of the employer;
- 56.1.5 Presenting information on the Union and Union activities at induction sessions for new employees of the Agency; and
- 56.1.6 Distributing official Union 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.

57. Trade Union Activities Regarded as Special Leave

- 57.1 The granting of special leave with pay will apply to the following activities undertaken by a Union delegate, as specified below:
 - 57.1.1 Annual or biennial conferences of the Union;
 - 57.1.2 Meetings of the Union's Executive, Committee of Management or Councils;
 - 57.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - 57.1.4 Attendance at meetings called by the Unions NSW involving the Union which requires attendance of a delegate;
 - 57.1.5 Attendance at meetings called by the Secretary, as the employer for industrial purposes, as and when required;
 - 57.1.6 Giving evidence before an Industrial Tribunal as a witness for the Union;
 - 57.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 56, 57 and 58 apply.

58. Trade Union Training Courses

- 58.1 The following training courses will attract the grant of special leave as specified below:
 - 58.1.1 Accredited Work Health and Safety (WHS) courses and any other accredited WHS training for WHS Committee members. The provider(s) of accredited WHS training courses and the conditions on which special leave for such courses will be granted, will be negotiated between the Agency Head and the Union.
 - 58.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Union or a training provider nominated by the Union. 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 overtime, etc.;
 - (c) All travelling and associated expenses being met by the employee or the Union;
 - (d) Attendance being confirmed in writing by the Union or a nominated training provider.

59. Conditions Applying to on Loan Arrangements

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

59.1.1 Meetings interstate or in NSW of a Federal nature to which a Union member has been nominated or elected by the Union:

- (a) As an Executive Member; or
- (b) A member of a Federal Council; or
- (c) Vocational or industry committee.

59.1.2 Briefing counsel on behalf of the Union;

59.1.3 Assisting Union officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Union;

59.1.4 Country tours undertaken by a member of the executive or Council of the Union;

59.1.5 Taking up of full-time duties with the Union if elected to the office of President, General Secretary or to another full-time position with the Union.

59.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when an employee is placed "on loan" to the Union:

- (a) The Agency will continue to pay the delegate or an authorised Union representative whose services are on loan to the Union;
- (b) The Agency will seek reimbursement from the Union at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time;
- (c) Agreement with the Union on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Agency Head and the Union.

59.1.7 Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.

59.1.8 Limitation - On loan arrangements may apply to full-time or part-time employees and are to be kept to the minimum time required. Where the Union needs to extend an on loan arrangement, the Union will approach the Agency Head in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

59.1.9 Where the Head and the Union cannot agree on the on loan arrangement, the matter is to be referred to the Industrial Relations Secretary for determination after consultation with the Agency Head and the Union.

60. Period of Notice for Trade Union Activities

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

61. Access to Facilities by Trade Union Delegates

61.1 The workplace will provide accredited delegates with reasonable access to the following facilities for authorised Union activities:

61.1.1 Telephone, facsimile and, where available, E-mail facilities;

61.1.2 A notice board for material authorised by the Union or access to staff notice boards for material authorised by the Union;

61.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Union.

62. Responsibilities of the Trade Union Delegate

62.1 Responsibilities of the Union delegate are to:

62.1.1 Establish accreditation as a delegate with the Union and provide proof of accreditation to the workplace;

62.1.2 Participate in the workplace consultative processes, as appropriate;

62.1.3 Follow the dispute settling procedure applicable in the workplace;

62.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Union business;

62.1.5 Account for all time spent on authorised Union business;

62.1.6 When special leave is required, to apply for special leave in advance;

62.1.7 Distribute Union literature/membership forms, under local arrangements negotiated between the Agency Head and the Union; and

62.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

63. Responsibilities of the Trade Union

63.1 Responsibilities of the Union are to:

63.1.1 Provide written advice to the Agency Head about a Union activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;

63.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 64.1.3 of clause 64, Responsibilities of Workplace Management, of this award;

63.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;

63.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;

63.1.5 Apply to the Agency Head well in advance of any proposed extension to the "on loan" arrangement;

63.1.6 Assist the workplace management in ensuring that time taken by the Union delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and

63.1.7 Advise employer of any leave taken by the Union delegate during the on loan arrangement.

64. Responsibilities of Workplace Management

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

- 64.1.1 Release the accredited delegate from duty for the duration of the Union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- 64.1.2 Advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Union to arrange representation at the session;
- 64.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 64.1.4 Where possible, to provide relief in the role occupied by the delegate in the workplace, while the delegate is undertaking Union responsibilities to assist with the business of workplace management;
- 64.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 64.1.6 Where a Union activity provided under this clause needs to be undertaken on the Union delegate's rostered day off to apply the provisions of paragraph 64.1.5 of this clause;
- 64.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Union and to obtain reimbursement of salary and on-costs from the Union at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- 64.1.8 To verify with the Union the time spent by a Union delegate or delegates on Union business, if required; and
- 64.1.9 If the time and/or the facilities allowed for Union activities are thought to be used unreasonably and/or improperly, to consult with the Union before taking any remedial action.

65. Right of Entry Provisions

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

66. Travelling and Other Costs of Trade Union Delegates

- 66.1 Except as specified in paragraph 64.1.3 of clause 64, Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited Union delegates in the course of Union activities will be paid by the Union.
- 66.2 In respect of meetings called by the workplace management in terms of paragraph 64.1.3 of clause 64, Responsibilities of Workplace Management, of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate.
- 66.3 No overtime, leave in lieu or any other additional costs will be claimable by an employee from the Agency or the Secretary, in respect of Union activities covered by special leave or on duty activities provided for in this clause.
- 66.4 The on loan arrangements will apply strictly as negotiated and no extra claims in respect of the period of on loan will be made on the Agency by the Union or the employee.

67. Industrial Action

- 67.1 Provisions of the *Industrial Relations Act 1996* will apply to the right of Union members to take lawful industrial action (Note the obligations of the parties under clause 54, Dispute Procedure).
- 67.2 There will be no victimisation of employees prior to, during or following such industrial action.

68. Consultation and Technological Change

- 68.1 There will be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and Union.
- 68.2 The Agency management will consult with the Union prior to the introduction of any technological change.

69. Deduction of Trade Union Membership Fees

- 69.1 At the employee's election, the Agency Head will provide for the employee's Union membership fees to be deducted from the employee's pay and ensure that such fees are transmitted to the employee's Union at regular intervals. Alternative arrangements for the deduction of Union membership fees may be negotiated between the Agency Head and the Union.

70. Review of Allowances Payable in Terms of This Award

- 70.1 Adjustment of Allowances - Allowances contained in this award will be reviewed as follows:
- 70.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
- (a) Clause 36, Overtime Meal Allowances, for breakfast, lunch and dinner.
- 70.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):
- (a) Clause 19, Allowances Payable for the Use of Private Motor Vehicle.
- 70.1.3 Allowances payable in terms of clauses listed in this paragraph will be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):
- (a) Clause 39, Uniforms and Protective Clothing
- (b) Clause 36, Overtime Meal Allowances, for supper.
- 70.1.4 Allowances payable in terms of clauses listed in this paragraph will continue to be subject to a percentage increase under an Award, Agreement or Determination and will be adjusted on and from the date or pay period the percentage increase takes effect:
- (a) Clause 18, First Aid Allowance;
- (b) Clause 38, On-Call (Stand-by) and On-Call Allowance.

ANNEXURE A

SALARIES

Table 1.1 - Ongoing and Temporary Employees, Non-Annualised Salary

Annual rate of pay for a week not exceeding 38 ordinary hours.

Promotion to a Level and from Level to Level is subject to the occurrence of a vacancy in such level with the exception of progression from Level 1 to Level 2.

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings

Level	Step	Annual Rate \$	Annual Rate \$
Venues Officer		22 January 2022	From 3 February 2023 + 2.53% \$
1*	1	45,057	46,197
2	1	46,878	48,065
	2	47,454	48,655
	3	48,996	50,236
3	1	50,426	51,702
	2	51,770	53,080
	3	54,167	55,538
4	1	55,024	56,417
	2	57,042	58,486
	3	59,434	60,938
5	1	65,929	67,598
	2	69,175	70,926
	3	72,421	74,254
6	1	75,517	77,428
	2	78,613	80,601
	3	82,553	84,642
7	1	86,280	88,463
	2	89,637	91,905
	3	92,993	95,346

*A Level 1 Venues Officer will be a casual employee only and will undertake either on the job or off the job structured training to reach a satisfactory standard of performance for engagement in a Casual Level 2 role. At the conclusion of 380 hours employment at Level 1 the employee will progress to Level 2, subject to satisfactory performance of duties and completion of structured training. An employee who hasn't reached the standard of performance required for progression to Level 2, will be counselled and may be provided appropriate additional training as a Level 1 employee for a maximum of a further 152 hours if work is available. After such additional period the employee will not be offered any further casual employment or, if performance of duties is deemed to be of a satisfactory standard future casual engagements will be remunerated at Level 2.

Junior Rates

Employees engaged as weekly employees or as casuals under the provisions of Table 1.1 or Table 1.2, who are less than 18 years of age will be paid according to the following scale:

Under 17 years of age - 80% of the appropriate rate.

Under 18 years but more than 17 years - 90% in the appropriate rate.

18 years and older - 100% of the appropriate rate.

Table 1.2 - Annualised Salaried Employees

Employees engaged under annualised salary packages for all incidents of work under clause 15 this award.

Promotion to a Level and from Level to Level is subject to the occurrence of a vacancy in such level.

Level 8 and Level 9 employees will be paid a salary in accordance with the employee's relevant level and within the salary range as set out in Table 1.2, as per clause 15, Annualised Salary, of this award.

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings.

Level Venues Officer	Step	Salary Per Annum 22 January 2022 \$	Salary Per Annum From 3 February 2023 +2.53% \$
1		N/A	N/A
2	1	58,988	60,481
	2	59,712	61,223
	3	62,006	63,575
3	1	63,452	65,058
	2	65,142	66,791
	3	68,158	69,883
4	1	69,243	70,995
	2	71,776	73,592
	3	74,792	76,685
5	1	82,962	85,061
	2	87,045	89,248
	3	91,132	93,438
6	1	95,025	97,430
	2	98,919	101,422
	3	103,743	106,368
7	1	108,567	111,314
	2	112,790	115,644
	3	117,013	119,974
8	Pay Point		
	Min	121,947	125,033
	Max	130,891	134,203
9	Pay Point		
	Min	135,495	138,924
	Max	153,788	157,679

ANNEXURE B

ALLOWANCES

Item No.	Clause No	Description	Amount Per Annum \$
1	18.1	First Aid Allowance	
		Holders of basic qualifications	960
		Holders of current occupational first aid certificate	1,441
2		Use of Private Motor Vehicle	Cents per Kilometre
	19.2	Official business	72
	19.2	Casual rate (40% of official business rate)	30
		Motor cycle allowance	37
	19.7	Towing trailer or horse float	11
3	36.1	Overtime meal allowances	
		Breakfast	33
		Lunch	33
		Dinner	33
		Supper	13
4	38.1	On-call (stand-by) and on-call allowance	1.10 per hour

5	39.2	Laundry allowance	5.30 per week
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ANNEXURE C

CLASSIFICATION STANDARDS

Employees will perform all duties required by Venues NSW within their skill and competence, to ensure the elimination of demarcation barriers preventing an employee from performing the whole job. At times, these duties may require an employee to perform tasks incidental to their normal activities in order to ensure events are staged in the most cost-efficient manner possible.

Promotion to a Level and from Level to Level is subject to the occurrence of a vacancy in such level with the exception of progression of a casual employee from Level 1 to Level 2.

Progression within Levels 2 to 7 will be by way of incremental progression in terms of Rule 14 of the Government Sector Employment Regulation 2014.

For Levels 8 and 9, an employee may progress within the salary range as applicable to the level at the employer's discretion having regard to all relevant factors including:

the employee's performance which over time has significantly contributed to Venues NSW meeting its corporate objectives and outcomes as outlined in the Agency's business plan;

an employee's increased competence and effectiveness as assessed in the performance review process;

any expanding job requirements (where a role's responsibilities has increased but not sufficiently to result in the role being evaluated at a higher level);

the Agency's budget considerations.

C. MUIR Commissioner

Printed by the authority of the Industrial Registrar.

VENUES NSW SECURITY ENTERPRISE AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Federation of Employers and Industries, Industrial Organisation of Employers and State Peak Council.

(Case No. 19354 of 2023)

Before Commissioner Muir

28 February 2023

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

Clause No.	Subject Matter
1	Arrangement
2	Title of Enterprise Award
3	Parties to this Enterprise Award
4	Definitions
5	Intention
6	Date and Period of Operation
7	Parties Bound
8	Duress
9	Ordinary Hours
10	Rates of Pay
11	Shift Arrangements
12	Event Days and Functions
13	Annual Leave
14	Sick Leave
15	Personal/Carer's Leave
15A	Parental Leave
16	Bereavement Leave
17	Jury Service
18	Army Reserve Leave
19	Public Holidays
20	No Extra Claims
21	Grievance and Dispute Resolution Procedure
22	Area, Incidence and Duration
23	Anti-Discrimination
24	Secure Employment Provisions
25	First Aid Certificates
26	Security Licence
27	Uniforms
28	Tools of the Trade
29	Meetings and Training
30	Notice of Termination
31	Trade Union Training Courses
32	Deduction of Trade Union Membership Fees

PART B**MONETARY RATES****Table 1****2. Title of Enterprise Award**

This enterprise award will be known as the Venues NSW Security Enterprise Award 2022.

3. Parties to This Enterprise Award

3.1 The parties to this enterprise award are:

3.1.1 Venues NSW

3.1.2 the Security Staff of the employer; and

3.1.3 United Voice.

4. Definitions

For the purpose of this Enterprise Award the following definitions will apply:

4.1 "Enterprise Award" will mean the Venues NSW Security Enterprise Award 2022.

4.2 "Employee" or "Employees" will mean the Security Staff employed by the Employer.

4.3 "Full-time employee" will mean a permanent employee working an average of thirty-eight ordinary hours per week.

4.4 "Part-time" employee will mean a permanent employee working an average of less than thirty-eight ordinary hours per week.

4.5 "Casual Employee" will mean an employee engaged and paid as such.

4.6 "Employer" will mean Venues NSW

4.7 "Security Officer Grade B" will mean a person employed in one or more of the following capacities:

- (a) to watch, guard and/or protect premises and/or property;
- (b) as an employee stationed at an entrance and/or exit whose principal duties will include the control and movement of persons, vehicles, goods and/or property coming out of or going into premises or property, including vehicles carrying goods of any description to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant documents and/or gate pass and who also may have other duties to perform and will include an area or door attendant or commissionaire in a commercial building;
- (d) lock up gates, stands, buildings and patrol venues on foot or in vehicle;
- (e) use and control of security and emergency control systems;
- (f) performs the duties of securing, watching, guarding and/or protecting as directed, including responses to alarm signals;
- (g) monitors and acts upon intelligent building management systems;
- (h) acts as two-way radio operator as required as part of control room duties;

- (i) records incidents utilising the computer and compiles other reports as needed;
 - (j) provided that a Security Officer Grade B may be required to utilise keyboard skills in the performance of their duties and may perform incidental duties.
- 4.8 "Security Officer Grade A" will mean a person who, whilst in charge of a shift of one or more Security Officers carries out co-ordinating duties in addition to the normal duties of a Security Officer Grade B.
- 4.9 "The Act" will mean the *Industrial Relations Act 1996* (NSW).
- 4.10 "Seven Day Shift Worker" means an employee who is regularly rostered by their employer to work ordinary hours on Saturdays and/or Sundays.
- 4.11 "WH&S" will mean Workplace Health & Safety.

5. Intention

- 5.1 It is intended that the Enterprise Award will provide a suitable basis for the parties to implement at the organisation level appropriate arrangements to ensure that corporate objectives are met.
- 5.2 The Enterprise Award will help to facilitate the processes necessary to enhance the productivity of the organisation and provide a better security service to the organisation, the staff and the community.
- 5.3 The Enterprise Award will provide employees with the ability to work a rotating roster which provides for the equalisation of wages across the employees and better coverage of shifts.
- 5.4 The Enterprise Award will promote harmonious industrial relations at Venues NSW.

6. Date and Period of Operation

- 6.1 This award will take effect from the first full pay period on or after the date of approval and will remain in force for a period of twenty four months.
- 6.2 The renewal of this Enterprise Award has been made toward improved work practices and the more flexible operation of hours of work as permanent staff. Any further renewal of this Enterprise Award will be considered in the light of progress which may be made towards further improving work practices and the flexibility of hours of work.
- 6.3 During the term of this Enterprise Award the parties agree to confer on other productivity improvements.
- 6.4 This award rescinds and replaces the Sydney Cricket and Sports Ground Trust Security Enterprise Award 2019 published 19 June 2020 (388 I.G. 998) inclusive of variations up to and including those taking effect from 30 September 2022.

7. Parties Bound

The provisions of this Enterprise Award will apply to security officer employees of Venues NSW performing work at our Moore Park Precinct which consists of the Sydney Cricket Ground and Sydney Football Stadium venues. This includes people employed as security personnel, including gatekeepers, security, surveillance including persons employed in control rooms to monitor, respond to or act upon alarm systems excepting persons employed as typists, stenographers, bookkeepers, switchboard operators or engaged in any clerical capacity whatsoever.

8. Duress

The parties to this Enterprise Award declare that this Enterprise Award was not entered into under duress by any party to it.

9. Ordinary Hours

- 9.1 The ordinary hours of work for Security Officers covered by this Enterprise Award will be an average of 38 per week. The ordinary hours will be worked on any day Monday through Sunday.
- 9.2 It is agreed between the parties to this Enterprise Award that the ordinary hours of work will encompass shifts at both the Sydney Cricket Ground, the Sydney Football Stadium and other venues as directed.
- 9.3 The ordinary hours of work will be rostered in one of the following ways:
- (a) shifts of no more than 9.5 ordinary hours and no more than 16 ordinary shifts per 28 day cycle; or
 - (b) shifts of no more than 8 ordinary hours in length.

10. Rates of Pay

- 10.1 A Security Officer Grade A will be paid the rate as set out in Item 1 of Table 1 of Part B of this award for all work performed during ordinary hours.
- 10.2 A Security Officer Grade A will be paid the rate as set out in Item 2 of Table 1 of Part B of this award for all work performed in excess of ordinary hours.
- 10.3 A Security Officer Grade B will be paid the rate as set out in Item 3 of Table 1 of Part B of this award for all work performed during ordinary hours.
- 10.4 A Security Officer Grade B will be paid the rate as set out in Item 4 of Table 1 of Part B of this award for all work performed in excess of ordinary hours.
- 10.5 A casual Security Officer Grade B will be paid the rate as set out in Item 5 of Table 1 of Part B of this award for all work performed during ordinary hours.
- 10.6 A Security Officer required to work a shift in excess of twelve hours will be provided with a meal voucher redeemable at the place of employment or where this is not practical be paid a meal allowance in accordance with the following table, provided that no meal allowance will be payable where a shift handover time of 15 minutes is rostered.

Rates from the FFPP on or after the date this award comes into effect.	Rates from the FFPP 12 months after this award comes into effect
(2.53%) \$19.48	(2.53%) \$19.97

- 10.7 The rate of pay referred to in Clause 10.5 is inclusive of all penalty rates, shift allowances, overtime penalties, annual leave and meal allowances.
- 10.8 Venues NSW reserves the right to engage additional Security Officers to meet operational requirements.
- 10.9 Excluding casuals, all time worked on a public holiday will be paid at 150% of the ordinary rate.

11. Shift Arrangements

- 11.1 All Officers will be required to perform shifts as outlined in a roster developed by the employer which may vary from time to time.
- 11.2 Except in the case of emergency or by mutual agreement, the employer will provide seven days' notice to permanent employees of a change to their roster.
- 11.3 Major changes to regular rosters are to subject to consultation with the affected employees.

- 11.4 The employer may implement a 12 hour shift roster which requires Security Officers to perform 9.5 ordinary hours and a minimum of 2.5 overtime hours per shift.
- 11.5 A minimum 8 hour break will be provided between shifts (including overtime). The employee will be released until they have had at least 8 consecutive hours off duty without loss of pay for ordinary rostered hours occurring during such absence.
- 11.6 If, on instruction of the employer, the employee resumes work without having 8 consecutive hours off duty, the employee will be paid an amount equivalent to overtime rates in lieu of all other penalties until an 8-hour break is provided.
- 11.7 When rostering overtime, WH&S and staff wellbeing must be considered.

12. Event Days and Functions

- 12.1 Employees covered by this Enterprise Award will be offered, where available, extra shifts on event days and functions as an Event Day Security officer, provided they are not rostered to work the shifts outlined in Clause 9.
- 12.2 Where an employee elects to work a second job as an Event Day Security officer in accordance with this clause they will be paid under the appropriate Venues NSW (Event Day Employees) Award
- 12.3 An employee is not obliged to accept any extra shifts offered by the employer pursuant to this clause. An employee has an obligation to ensure that any proposed Event Day Security shift does not conflict with their commitments as a full-time Security Officer under this award.

13. Annual Leave

- 13.1 An employee will be entitled to four weeks annual leave in accordance with the *Annual Holidays Act* 1944.
- 13.2 Additional Leave for Seven-Day Shift Workers

In addition to an annual holiday of four weeks provided by section 3 of the Annual Holidays Act, 1944 (New South Wales), a seven-day shift worker at the end of each year of employment is entitled to the additional leave as prescribed below:

- 13.2.1 If during the year of employment the employee has served continuously as a seven-day shift worker, the additional leave with respect to that year is one week.
- 13.2.2 If during the year of employment the employee has served only a portion of it as a seven-day shift worker, the additional leave is 3 1/4 hours for each completed month of employment as a seven-day shift worker. Where the additional leave is or comprises a fraction of a day such fraction does not form part of the leave period and any such fraction must be discharged by payment only.
- 13.2.3 Where the employment of a seven-day shift worker is terminated and there is thereby an entitlement due under section 4 of the *Annual Holidays Act* 1944 (New South Wales), to payment in lieu of an annual holiday with respect to a period of employment such employee is also entitled to an additional payment of 3 1/4 hour's pay for each completed month of service as a seven-day shift worker.
- 13.3 Upon becoming entitled to such annual leave an employee will be entitled to be paid an annual leave loading of 17½% of the employees ordinary earnings which will be paid each time the employee takes annual leave.

14. Sick Leave

- 14.1 Employees will be entitled to up to 10 days sick leave without loss of pay in their first year of service with the employer. Employees will be entitled to 10 days sick leave in their second and subsequent years of service with the employer.
- 14.2 An employee who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity not due to the employee's own serious and wilful misconduct, will be entitled to take their sick leave subject to the following conditions:
- 14.2.1 the employee will not be entitled to paid leave of absence for any period in respect of which there is entitlement to payment under the *Workplace Injury Management and Workers Compensation Act 2000* (New South Wales).
- 14.2.2 the employee will, as soon as possible, and in any event prior to the commencement of shift, inform the employer of such employee's inability to attend for duty and as far as possible, state the nature of the injury of illness and the estimated duration of absence.
- 14.2.3 where an employee does not notify the employer of the employee's inability to attend for duty prior to the commencement of the shift the employee will not be entitled to payment for the first shift of such absence, provided however, in cases of accident or incapacity to notify, to receive payment for the above the employee will provide reasonable proof that he/she was unable to notify the employer on account of such accident or incapacity.
- 14.2.4 the employee will furnish to the employer such evidence as the employer may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed. Provided that a Statutory Declaration will be accepted in respect of any single day absences, but not more than two such declarations in any one year. Provided further, that where such single day absence occurs before or after a public holiday or rostered day off a medical certificate will be supplied.

15. Personal/Carer's Leave

- 15.1 Use of Sick Leave
- 15.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15.1.3.2 who needs the employee's care and support, will be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 14, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- 15.1.2 The employee will, if required,
- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- 15.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 15.1.3.1 the employee being responsible for the care of the person concerned; and

15.1.3.2 the person concerned being either:

15.1.3.2.1 a spouse of the employee; or

15.1.3.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

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

15.1.3.2.4 a same sex partner who lives with the employee as the de factor partner of that employee on a bona fide domestic basis; or

15.1.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this clause:

1. "relative" means a person related by blood, marriage or affinity;
2. "affinity" means a relationship that one spouse because of marriage has to blood relative of the other; and
3. "household" means a family group living in the same domestic dwelling.

15.1.3.3 An employee will, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee will discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 21, Grievance and Dispute Resolution Procedure, should be followed.

15.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 15.1.3.2 above who is ill or who requires care due to an unexpected emergency.

15.3 Annual Leave

15.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

15.3.2 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

15.3.3 An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

15.4 Make-Up Time

15.4.1 An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award, at the ordinary rate of pay.

15.4.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

15.5 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 15.1.2 and 15.1.3.3 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 15.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

15A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

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

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

(3) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
- (b) The employer will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's

business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) Employee's request and the employer's decision to be in writing

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

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

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

- (4) Communication during parental leave

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

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee will take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

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

16. Bereavement Leave

- 16.1 An employee will, on the death within Australia of a member of the employee's family or household (as defined in paragraph 15.1.3.2 of clause 15, Family Leave), be entitled to leave including the day of the funeral of such relation. Such leave, for a period not exceeding two days in respect of any such death, will be without loss of any ordinary pay which the employee would have received if the employee had not been on such leave. An employee whose relative, as defined, dies outside Australia will be entitled to leave of one day without loss of any ordinary pay, provided that such leave will be extended to two days where the employee travels overseas to attend the funeral.

- 16.2 The rights to such paid leave will be dependent on compliance with the following conditions:

16.2.1 satisfactory evidence of such death will be furnished by the employee to the employer; and

16.2.2 the employee will not be entitled to leave under this clause in respect of any period which coincides with any other entitlements under this award or otherwise.

- 16.3 Bereavement leave may be taken in conjunction with other leave available under subclauses 15.1, 15.2, 15.3 and 15.4 of Clause 15, Personal/Carers Leave. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

- 16.4 Bereavement entitlements for casual employees

16.4.1 Subject to the evidentiary and notice requirements in 16.2.1 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 15.1.3.2 of clause 15, Personal/Carer's Leave.

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

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

17. Jury Service

17.1 An employee will be allowed leave of absence during any period when required to attend for jury service, provided that such leave will be limited to a maximum of two weeks in any period of jury service.

17.2 During such leave of absence, an employee will be paid the difference between the jury service fees received and the normal rate of pay as if working.

17.3 An employee will be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and will give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

18. Army Reserve Leave

18.1 Upon request and subject to the employer's ability to grant leave, an employee will be allowed leave of absence to attend official army reserve activities.

18.2 Subject to subclause 18.3, such leave of absence will be without pay.

18.3 In the event that the employer is entitled to claim a payment under the Australian Defence Force Employer Support Payment (ESP) Scheme, an employee may be granted paid army reserve leave to attend official army reserve activities, which will be paid at:

18.3.1 The current amount that is provided to the employer under the (ADF ESP Scheme); or

18.3.2 the employee's ordinary rate of pay

whichever is the lesser.

18.4 An employee is not entitled to receive paid army reserve leave if he or she is receiving other paid leave such as annual leave or long service leave to attend army reserve activities.

19. Public Holidays

19.1 The following days will be observed as public holidays:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, Tuesday following Easter Monday, and any proclaimed day in lieu thereof for the state.

19.2 An extra holiday in lieu of the Tuesday following Easter Monday may be substituted by another day in the calendar year, where mutual agreement has been reached between the employer and the employee.

19.3 All employees may be directed to work on public holidays as part of their rostered shift. Employees other than casuals, will be paid at the rate of 150% of the ordinary rate of pay.

19.4 Days in lieu of working public holidays will not be provided.

20. No Extra Claims

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

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

21. Grievance and Disputes Resolution Procedure

21.1 The aim of this procedure is to ensure that during the life of this Enterprise Award, industrial grievances or disputes are prevented or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises, or is considered likely to occur, the following steps will be followed:

21.1.1 The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:

21.1.2 The initiator of the dispute may be required to provide in writing the substance of the grievance and state the remedy sought.

21.1.3 The matter is then discussed in a timely way between staff member(s), the supervisor and the manager. If the matter remains unresolved, then:

21.1.4 The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.

21.2 Each of the steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.

21.3 If the matter remains unresolved, then, it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the *Industrial Relations Act 1996*. The parties agree to exhaust the conciliation process before commencing the Arbitration process.

21.4 At any stage of this procedure, the employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.

21.5 It is agreed that the parties will not deliberately frustrate or delay these procedures.

21.6 Normal work will continue without disruption while these procedures are followed.

22. Area Incidence and Duration

22.1 This Enterprise Award rescinds and replaces the Sydney Cricket and Sports Ground Trust Security Enterprise Award 2019 published 19 June 2020 (388 I.G. 998) as varied.

22.2 The purpose of this Enterprise Award is to regulate the terms and conditions of employment of Security Staff at Venues NSW whose primary employment location is at our Moore Park Precinct which consists of the Sydney Cricket Ground and the Sydney Football Stadium.

22.3 This Enterprise Award is to read in conjunction with the Security Industry (State) Award and variations thereof. Where there is an inconsistency between the two awards, this award will apply.

22.4 This award will take effect from the first full pay period on or after the date of approval and will remain in force for a period of twenty four months.

23. Anti-Discrimination

- 23.1 It is the intention of the parties bound by this award to seek to achieve the object of in section 3(f) of the *Industrial Relations Act 1996* (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex marital or domestic status, disability, homosexuality, transgender identity, age, and responsibilities as a carer.
- 23.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 23.3 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.
- 23.4 Nothing in this clause is to be taken to affect:
- 23.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation,
- 23.4.2 offering or providing junior rates of pay to persons under 21 years of age,
- 23.4.3 any act or practice of body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW),
- 23.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 23.5 This clause does not create legal rights or obligations in addition to those imposed upon by the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

24. Secure Employment Provisions

24.1 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.

24.2 Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of nine months will thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee will give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of

nine months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under subclause 24.2(i), upon receiving notice under subclause 24.2(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer will consent to or refuse the election, but will not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 24.2(iii), the employer and employee will, in accordance with this paragraph, and subject to paragraph 24.2(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (vii) Following an agreement being reached pursuant to subclause 24.2(vi), the employee will convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

24.3 Workplace Health and Safety

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

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

24.4 Disputes Regarding the Application of this Clause

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

- 24.5 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.

25. First Aid Certificates

- 25.1 The employer will provide relevant first aid training on an as required/a time to time basis for the provision of first aid certificates.
- 25.2 A first aid certificate will be provided to the employee upon successful completion of the relevant first aid training.
- 25.3 Where the employer doesn't provide in-house training as clause 25.1 stipulates, and the employee needs to undertake first aid training with a Registered Training Organisation the employer will reimburse the employee the cost of the training, subject to prior approval before attending the training and upon providing evidence of relevant fees paid.

26. Security Licence

- 26.1 It is a condition of employment that employees hold and maintain a valid security licence.
- 26.2 Venues NSW will pay to employees a gross amount equivalent to the fee payable by an employee upon application for the renewal of licence under the *Security Industry Act 1997* (NSW), subject to the satisfaction of the following conditions:

- (a) The employee is employed by Venues NSW as at the date of renewal;
- (b) The employee obtains the renewal of their security licence; and
- (c) The employee provides evidence to Venues NSW of the payment of the relevant fee, as required by the Venues NSW.

27. Uniforms

- 27.1 Employees will be provided with four shirts, two pairs of pants and one pair of boots on commencement of employment and thereafter annually.
- 27.2 Uniform items no longer serviceable due to fair wear and tear will be, where necessary replaced subject to an aggregate maximum of eight shirts, four pairs of pants and two pairs of shoes per annum.

28. Tools of the Trade

- 28.1 Employees will be issued with relevant tools of the trade for their safety and operational requirements which may include, but is not limited to load bearing vests, handcuffs, batons, leather-man, torch, body worn video, IFAK medical kit, protective gloves, and protective eyewear.

29. Meetings and Training

- 29.1 Wherever possible, meetings and training should be scheduled during rostered hours set out in clause 9.1 and are considered standard business.
- 29.2 Any training undertaken outside of the employee's rostered hours will be scheduled as overtime and be paid as such.

30. Notice of Termination

- 30.1 Venues NSW may terminate the employment of a full-time or part time employee by providing the employee with four (4) weeks' notice of termination or payment in lieu of notice. This will not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of serious misconduct.
- 30.2 The notice of termination required to be given by a full-time or part-time employee on resignation is the same as that required of the employer. A lesser period of notice may be negotiated by mutual agreement.

31. Trade Union Training Courses

Special leave can be granted for Accredited Work Health and Safety (WHS) courses and any other accredited WHS training for employees who are WHS Committee members. The provider(s) of accredited WHS training courses and the conditions on which special leave for such courses will be granted, will be decided on and approved by Venues NSW.

The Trade Union Education Foundation, the Union or a training provider nominated by the Union may nominate courses for employees to participate in. Employee participation will be approved by Venues NSW and will be subject to:

- (a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief employees;
- (b) Payment being made by Venues NSW at the base rate, i.e. excluding all separately identifiable payments such as shift penalties/allowances and overtime, etc.;
- (c) All travelling and associated expenses being met by the employee or the Association;

- (d) Attendance being confirmed in writing by the Association or a nominated training provider.

32. Deduction of Trade Union Membership Fees

At the employee's election, the Employer shall provide for the employee's Union membership fees to be deducted from the employee's pay and ensure that such fees are transmitted to the employee's Union at regular intervals. Alternative arrangements for the deduction of Union membership fees may be negotiated between the Employer and United Voice.

PART B

MONETARY RATES

Table 1

Item No.	Classification	Rates from the FFPP on or after 30 September 2021 (2.04%)	Rates from the FFPP on or after the date this award comes into effect. (2.53%)	Rates from the FFPP 12 months after this award comes into effect (2.53%)
1	Security Officer Grade A Ordinary hours	\$32.85	\$33.68	\$34.53
2	Security Officer Grade A In excess of ordinary hours	\$49.28	\$50.53	\$51.81
3	Security Officer Grade B Ordinary Hours	\$30.12	\$30.88	\$31.66
4	Security Officer Grade B In excess of ordinary hours	\$45.18	\$46.32	\$47.49
5	Security Officer Grade B Casual	\$35.39	\$36.29	\$37.21

C. MUIR *Commissioner*

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**CROWN EMPLOYEES (CORRECTIONAL OFFICERS,
DEPARTMENT OF COMMUNITIES AND JUSTICE - CORRECTIVE
SERVICES NSW) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 388096 of 2022)

Before Chief Commissioner Constant

12 January 2023

VARIATION

1. Delete subclause (iv) of clause 7, Allowances, of the award published 11 February 2022 (391 I.G. 540) and renumber existing subclause (v) accordingly
2. Delete paragraph (d) of subclause (v) of clause 5, Meal Allowances, of Schedule B, and insert in lieu thereof the following:

 (d) whose overtime concludes at or after 6:00 pm.
3. This variation will take effect on 16 January 2023.

N. CONSTANT, *Chief Commissioner*

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(1805)

SERIAL C9624

**CROWN EMPLOYEES (CUSTODIAL EXECUTIVE RANK OFFICER -
DEPARTMENT OF COMMUNITIES AND JUSTICE- CORRECTIVE
SERVICES NSW) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 388104 of 2022)

Before Chief Commissioner Constant

12 January 2023

VARIATION

1. Delete Schedule 2 - Other Allowances from the Arrangement of the award published 3 January 2022 (392 I.G. 114),
2. Delete subclause 11.2 of clause 11, Annualised Salary Package and Allowances and renumber existing subclauses accordingly.
3. Delete Schedule 2 - Other Allowances of Part B, of the award.
4. This variation will take effect on 16 January 2023.

N. CONSTANT, *Chief Commissioner*

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(1219)

SERIAL C9622

**CROWN EMPLOYEES (SENIOR ASSISTANT SUPERINTENDENTS
AND ASSISTANT SUPERINTENDENTS, DEPARTMENT OF
COMMUNITIES AND JUSTICE - CORRECTIVE SERVICES NSW)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 388058 of 2022)

Before Chief Commissioner Constant

12 January 2023

VARIATION

1. Delete Schedule 2 - Other Allowances from the Arrangement of the award published 3 January 2022 (392 I.G. 114),
2. Delete subclause 11.2 of clause 11, Annualised Salary Package and Allowances and renumber existing subclauses accordingly.
3. Delete Schedule 2 - Other Allowances of Part B, of the award.
4. This variation will take effect on 16 January 2023.

N. CONSTANT, *Chief Commissioner*

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TARONGA CONSERVATION SOCIETY AUSTRALIA SALARIED EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Taronga Conservation Society Australia.

(Case No. 45340 of 2023)

Before Chief Commissioner Constant

20 March 2023

VARIATION

1. Delete subclauses 2.2 and 2.3 of clause 2, Definitions, of the award published 29 July 2022 (392 I.G. 519) and insert in lieu thereof the following:
 - 2.2 "Employer" will mean the Department of Planning and Environment, at Taronga Conservation Society Australia (Taronga), as defined in Part 1 of Schedule 1 in the *Government Sector Employment Act 2013*.
 - 2.3 "Employee" will mean a person employed in the Department of Planning and Environment at Taronga Conservation Society Australia (Taronga) within the scope of this Award.
2. Insert after subclause 12.3 of clause 12, Leave Conditions and Entitlements the following new subclause:

12.4 Additional annual leave

- (a) In addition to the annual leave entitlements provided for in subclause 12.1, an employee who is rostered to work their ordinary shifts on Sundays and/or Public Holidays, during the period of 1 December one year to 30 November the next year (or part thereof), is entitled to additional annual leave on the following basis:

Number of ordinary shift worked on Sundays and/or Public Holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4 - 10	1 additional day leave
11 - 17	2 additional days leave
18 - 24	3 additional days leave
25 - 31	4 additional days leave
32 or more	5 additional days leave

- (b) By agreement between the employee and their manager, but not unreasonably refused, an employee entitled to additional annual leave under subclause 12.4(a), can elect at any time to cash out part or all of the additional annual leave.
3. This variation will take effect from 10 February 2023.

N. CONSTANT, *Chief Commissioner*

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(1923)

SERIAL C9621

HY-TEC INDUSTRIES PTY LTD - MAXI CONCRETE CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Hy-Tec Industries Pty Ltd.

(Case No. 10206 of 2023)

Before Commissioner Sloan

20 February 2023

VARIATION

1. Delete subclause 2, Hy-Tec to Pay Current Rates, Surcharges and Fees, of Schedule 1 - Rates, Surcharges and Fees, of the award published 19 November 2021 (390 I.G. 1190), and insert in lieu thereof the following:

2. Hy-Tec to Pay Current Rates, Surcharges and Fees

- 2.1 Subject to subclause 2.4 of this Schedule, Hy-Tec will:

- (a) pay to the Contract Carriers the out of hours surcharges set out in the table at subclause 2.3 below;
- (b) continue to pay to the Contract Carriers all other:
 - (i) Rates;
 - (ii) surcharges (except for any out of hours surcharges); and
 - (iii) fees, on the basis they were paid to the Contract Carriers as at the date this Contract Determination was made; and
- (c) continue to apply the periodic rise and fall formula on the basis it was applied to all Rates, Surcharges and Fees from the date this Contract Determination is varied.

2.2

- (a) Despite subclause 2.1(c), the cost and rate model used to derive utilisation based cartage rates shall operate with a lower threshold of 5500m³ and an upper threshold of 9500m³.
- (b) Leave reserved is granted to the parties to apply as they see fit in regard to the cost and rate model used to derive the utilisation based cartage rates.

2.3 Table of Out of Hours Surcharges

6 Wheeler		
Surcharge	Application	Amount
Surcharge 1	Monday to Friday after 5.00am and up to and including 6.00am	\$9.53 per m ³ (min 3.0 m ³)
	Monday to Friday from 5.00pm and before 7.00pm	
Surcharge 2	Monday to Friday from 7.00pm and up to and including 5.00am	\$15.24 per m ³ (min 3.0 m ³)
	Before 6.00am on a Saturday	

Surcharge 3	Saturday 1.00pm to 5.00pm	\$15.24 per m3 (min 3.0 m3)
Surcharge 4	Saturday after 5.00pm	\$22.54 per m3
Surcharge 5	Sunday	\$22.54 per m3
Surcharge 6	Public Holiday	\$30.05 per m3

8 Wheeler		
Surcharge	Application	Amount
Surcharge 1	Monday to Friday after 5.00am and up to and including 6.00am Monday to Friday from 5.00pm and before 7.00pm	\$8.46 per m3 (min 3.6 m3)
Surcharge 2	Monday to Friday from 7.00pm and up to and including 5.00am Before 6.00am on a Saturday	\$13.55 per m3 (min 3.6 m3)
Surcharge 3	Saturday 1.00pm to 5.00pm	\$13.55 per m3 (min 3.6 m3)
Surcharge 4	Saturday after 5.00pm	\$20.05 per m3
Surcharge 5	Sunday	\$20.05 per m3
Surcharge 6	Public Holiday	\$26.74 per m3

2.4 The Rates and/or Surcharges and Fees and/or the rise and fall formula referred to in subclauses 2.1 and 2.3 of this Schedule may be changed subject to:

- (a) agreement between Hy-Tec and the Contract Carrier Executive; or
- (b) variation of this Contract Determination in accordance with the *Industrial Relations Act 1996*.

2. This variation will take effect from the first full pay period commencing on or after 6 February 2023.

D. SLOAN, *Commissioner*

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TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 77087 of 2022)

Before Commissioner Sloan

14 March 2023

VARIATION

1. Delete subclause 3.2 of clause 3, The Surcharge, of Schedule I - Temporary Fuel Surcharge, of the contract determination published 24 August 2020 (387 I.G. 924) and insert in lieu thereof the following:
- 3.2 For pay periods commencing between 20 March 2023 and 16 April 2023, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.11
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.14
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.20
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.20
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.20
Rigid-carrying capacity over 14 tonnes or more	\$0.25
Single Axle Prime Mover	\$0.26
Bogie Axle Prime Mover	\$0.31

For pay periods commencing between 20 February 2023 and 19 March 2023, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.12
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.15
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.21
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.21
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.21
Rigid-carrying capacity over 14 tonnes or more	\$0.28
Single Axle Prime Mover	\$0.28
Bogie Axle Prime Mover	\$0.34

2. Delete the table in subclause 3.3 of clause 3, The Surcharge, of Schedule I - Temporary Fuel Surcharge, and insert in lieu thereof the following:

For pay periods commencing between 20 March 2023 and 16 April 2023:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.79
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.79
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.79
Rigid-carrying capacity over 14 tonnes or more	\$3.57

Single Axle Prime Mover	\$3.58
Bogie Axle Prime Mover	\$4.35

For pay periods commencing between 20 February 2023 and 19 March 2023:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$3.01
Rigid-carrying capacity over 10 and including 12 tonnes	\$3.01
Rigid-carrying capacity over 12 and including 14 tonnes	\$3.01
Rigid-carrying capacity over 14 tonnes or more	\$3.85
Single Axle Prime Mover	\$3.87
Bogie Axle Prime Mover	\$4.70

3. This variation will take effect on and from 20 March 2023.

D. SLOAN, *Commissioner*

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TRANSPORT INDUSTRY - CAR CARRIERS (NSW) CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 4509 of 2023)

Before Commissioner Sloan

21 February 2023

VARIATION

1. Insert after clause 9 in the Arrangement, of the award published 11 July 2008 (366 I.G. 274) following new clause:

10. Additional Payments in Respect of Fuel

2. Substitute the amount \$306.44 with \$318.61 wherever it appears in paragraph (a) of sub-clause (i) of clause 7, Other Conditions.
3. Substitute the amount \$367.17 with \$381.75 wherever it appears in sub-clause (vii) of clause 8, Conditions.
4. Insert after clause 9, Leave Reserved, of the award, the following new clause:

10. Additional Payments in Respect of Fuel

- 10.1 A principal contractor must pay an additional fuel levy (the fuel levy), which shall be a percentage of remuneration payable under this contract determination calculated in accordance with the following formula:

$$[(\text{Current Fuel Cost}) \text{ minus } (\text{Base Fuel Cost})] \text{ divided by the Base Fuel Cost} \text{ multiplied by } [\text{the Base Fuel Percentage}].$$

Where:

"Current Fuel Cost" is either:

- (a) In the case of a contract carrier who buys fuel, the current monthly average of per litre rates for fuel according to the most recent AIP NSW State average for the price of diesel; or
- (b) In the case of a contract carrier who is provided fuel by the Principal Contractor, the cost charged by the Principal Contractor to the Contract Carrier for the provision of that fuel.

"Base Fuel Cost" is \$1.26 per litre (excluding GST)

"Base Fuel Percentage" is the Reset Weighting percentage given to fuel in the Car Carriers Adjustment Calculations Table contained in Schedule 1

By way of example, if the price of fuel were 200.6 (excluding GST) the formula would be applied as follows:

$$(200.60 - 126.09) \text{ divided by } 126.09 = 0.5909 \times 15.95\% = 9.42\%$$

- 10.2 The fuel levy will be calculated by the Principal Contractor on a monthly basis. The Principal Contractor will advise Contract Carrier of the quantum of the fuel levy on a monthly basis and the basis of the calculation. If the Contract Carrier (or his or her representative) does not dispute the accuracy of the calculation of such rates within 7 days of receiving notification of an adjustment to the fuel levy, then regardless of any error in calculations, the fuel levy, as calculated will be payable until the Contract Carrier (or his or her representative) advises that the fuel levy has been incorrectly calculated.
5. Substitute the percentage 0.81% with 1.84% where it appears in sub-clause (ii) of Schedule 1, Rates of Remuneration.
6. Delete sub-clause (vii) of Schedule 1, Rates of Remuneration and insert in lieu thereof the following:
- (vii) The rates contained within this schedule shall take effect from the first full pay period commencing on or after 21 February 2023:

Car Carriers Contract Determination Rate Adjustment						
Percentage variation = 3.972						
Category	Old Value	New Value	% Change	Current Weighting	New Weighting	Reset Weighting
Wages	849.10	889.1	4.71	42.03	44.01	42.33
Capital	102.6	107.30	4.58	13.36	13.97	13.44
Insurances	139.30	145.10	4.16	13.02	13.56	13.04
Registration	133.80	137.50	2.77	5.34	5.49	5.28
R&M	120.50	128.00	6.22	6.23	6.62	6.36
Tyres	114.80	128.00	11.50	1.14	1.27	1.22
Fuel	126.09	126.09	0.00	16.58	16.58	15.95
Admin	119.70	128.60	7.44	2.30	2.47	2.38
				100.00	103.972	100.00

7. Delete Tables "A", "B", "C", "D", "E" and "F" of Schedule I and insert in lieu thereof the following:

Table A (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	39.37	62.38	82.47	102.29	112.98	46.04
2	59.48	92.76	116.90	141.60	154.96	69.57
3	76.24	117.45	144.44	175.60	191.89	89.10
4	89.61	137.78	171.81	209.65	228.62	104.80
5	99.68	165.79	199.27	243.64	265.55	116.54
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	39.37	20.80	20.63	20.54	18.82	46.04
2	59.48	30.92	29.22	28.31	25.82	69.57
3	76.24	39.05	36.13	35.10	30.70	89.10
4	89.61	45.93	42.97	41.93	38.13	104.80
5	99.68	55.27	49.81	48.72	44.27	116.54
Standing and Running Rate per Hour						
Vehicle	Standing Rate per Hour \$			Running Rate per Hour \$		
1 car	50.26			38.97		
3 car	60.83			48.32		
4 car	68.76			54.98		
5 car	72.93			57.58		
6 car	78.86			62.94		

1 car tilt	58.74	45.02
	Intrastate Work	
Vehicle	Standing and Running Rate cents per Km	
1 Car		96.84
3 Car		138.70
4 Car		153.57
5 Car		170.39
6 car		183.19
7 car		185.07
1 car tilt		113.61

Table B - Local Work

Local Work						
Zone Rates per Car Carriage - Prime Mover & Trailer						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	40.98	69.89	93.39	118.19	129.51	49.89
2	61.92	103.98	132.14	163.13	179.95	75.38
3	79.36	131.32	163.24	202.15	222.82	96.60
4	93.27	158.47	194.35	241.45	265.55	113.63
5	103.76	185.83	225.41	280.56	308.63	126.34
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	40.98	23.31	23.36	23.64	21.55	49.89
2	61.92	34.65	33.05	32.63	29.99	75.38
3	79.36	43.77	40.80	40.43	37.15	96.60
4	93.27	52.83	48.59	48.27	44.27	113.63
5	103.76	61.95	56.35	56.09	51.40	126.34
Vehicle	Standing and Running Rate per Hour \$			Standing Rate per Hour \$		
1 car			52.30			40.91
3 car			68.19			48.93
4 car			71.31			51.60
5 car			83.96			59.90
6 car			91.53			77.32
1 car tilt			63.68			49.28
Intrastate Work						
Vehicle	Standing and Running Rate cents per Km					
1 Car						95.22
3 Car						147.80
4 Car						164.11
5 Car						182.25
6 car						190.25
1 car tilt						117.24

Table C (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	39.82	63.13	84.32	104.40	114.90	46.01
2	60.19	93.91	119.49	143.98	157.64	69.46

3	77.18	118.58	147.58	177.74	195.01	89.06
4	90.75	143.21	175.68	213.10	232.40	104.72
5	100.89	167.86	203.78	247.77	269.79	116.50
Rates Per Car Delivered						
Zone	1 Car Capacity	3 Car Capacity	4 Car Capacity	5 Car Capacity	6 Car Capacity	1 Car Tilt
	\$	\$	\$	\$	\$	\$
1	39.82	21.03	21.06	20.90	19.16	46.01
2	60.19	31.29	29.86	28.80	26.26	69.46
3	77.18	39.54	36.90	35.54	32.49	89.06
4	90.75	47.73	43.94	42.61	38.75	104.72
5	100.89	55.98	50.96	49.55	44.98	116.50
	Vehicle	Standing and Running Rate per Hour			Standing Rate per Hour	
		\$			\$	
	1 car	50.89			38.93	
	3 car	61.60			48.31	
	4 car	70.89			54.97	
	5 car	74.13			57.56	
	6 car	80.14			62.85	
	1 car tilt	58.73			44.98	
Intrastate Work						
	Vehicle	Standing and Running Rate cents per Km				
	1 Car	99.17				
	3 Car	142.60				
	4 Car	161.31				
	5 Car	177.00				
	6 car	190.43				
	1 car tilt	113.54				

Table D (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	220.14	304.55	339.34	371.59	400.71	257.18
1	244.11	333.57	372.14	410.07	438.51	285.19
2	268.07	362.57	404.90	441.14	476.11	313.24
3	292.01	391.59	437.69	475.90	513.70	341.22
4	316.01	420.61	470.44	510.69	551.30	369.27
5	369.91	485.85	544.22	588.95	635.90	432.27
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	220.14	101.53	84.82	74.32	66.82	257.18
1	244.11	111.18	93.04	81.27	73.08	285.19
2	268.07	120.86	101.25	88.22	79.35	313.24
3	292.01	130.53	109.42	95.18	84.40	341.22
4	316.01	140.20	117.62	102.14	91.89	369.27
5	369.91	161.94	136.04	117.80	105.97	432.27
Standing and Running Rate						
Vehicle	per Hour \$			Standing Rate per Hour \$		
1 car	47.92			37.16		
3 car	58.02			46.07		
4 car	65.57			52.43		

5 car	69.54	54.91
6 car	75.20	60.02
1 car tilt	56.02	42.93
Intrastate Work		
Vehicle	Standing and Running Rate cents per Km	
1 Car	92.35	
3 Car	132.26	
4 Car	146.44	
5 Car	162.49	
6 car	174.68	
1 car tilt	108.34	

Table E (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity	3 Car Capacity	4 Car Capacity	5 Car Capacity	6 Car Capacity	1 Car Tilt
	\$	\$	\$	\$	\$	\$
Base rate	220.14	320.80	358.60	395.04	422.47	269.57
1	245.08	353.36	396.17	435.07	466.10	299.94
2	270.04	385.86	433.23	475.09	509.76	350.26
3	294.95	418.38	470.32	515.12	553.41	360.66
4	319.88	450.89	507.39	555.15	597.06	391.00
5	376.01	524.07	590.82	645.21	695.27	459.35
Rates Per Car Delivered						
Zone	1 Car Capacity	3 Car Capacity	4 Car Capacity	5 Car Capacity	6 Car Capacity	1 Car Tilt
	\$	\$	\$	\$	\$	\$
Base rate	220.14	106.93	89.78	79.01	70.41	269.57
1	245.08	117.79	99.02	87.02	77.68	299.94
2	270.04	128.64	108.32	95.03	84.94	349.63
3	294.95	139.48	117.58	103.00	92.23	360.66
4	319.88	150.31	126.86	111.04	99.51	391.00
5	376.01	174.70	147.71	129.05	115.89	459.35
Vehicle	Standing and Running Rate per Hour			Standing Rate per Hour		
	\$			\$		
1 car	49.86			39.01		
3 car	65.03			46.66		
4 car	74.16			53.67		
5 car	80.06			57.11		
6 car	87.28			66.35		
1 car tilt	60.73			47.00		
Intrastate Work						
Vehicle	Standing and Running Rate cents per Km					
1 Car	90.80					
3 Car	140.93					
4 Car	156.50					
5 Car	173.80					
6 car	181.42					
1 car tilt	111.80					

Table F (Including 2% Trailer Hire)

Port Kembla

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	224.01	311.19	352.47	382.75	413.18	257.02
1	248.27	340.56	385.98	418.13	451.41	290.75
2	272.54	369.92	419.49	453.45	489.62	328.17
3	296.79	399.30	452.99	488.82	527.82	341.07
4	321.05	428.69	486.51	524.19	566.35	369.06
5	375.61	494.76	561.92	603.73	652.05	432.06
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	224.01	103.72	88.12	76.55	68.85	257.02
1	248.27	113.51	96.50	83.60	63.43	290.75
2	272.54	123.31	104.89	90.70	81.61	328.17
3	296.79	133.09	113.25	97.76	87.96	341.07
4	321.05	142.91	121.63	104.84	94.35	369.06
5	375.61	164.92	140.49	120.74	108.67	432.06
Vehicle	Standing and Running Rate per Hour			Standing Rate per Hour		
			\$		\$	
1 car			48.53		37.11	
3 car			58.74		46.06	
4 car			67.03		52.42	
5 car			70.70		54.90	
6 car			76.43		59.94	
1 car tilt			56.01		42.90	
Intrastate Work						
Vehicle	Standing and Running Rate cents per Km					
1 Car	94.57					
3 Car	135.98					
4 Car	153.83					
5 Car	168.79					
6 car	181.60					
1 car tilt	108.28					

8. Delete the table in Schedule 2, Procedure and Time for Adjustment of Rates and Amounts, and insert in lieu thereof the following:

Component	Benchmark	Current Index \$	Current Weighting
Wages	Road Transport and Distribution Award 2010, Grade Three Transport Worker	889.1	42.33
Capital	ABS Consumer Price Index (CPI), Transportation Group, Motor Vehicles	107.3	13.44
Insurances	ABS CPI Financial and insurance services, Insurance Services	145.1	13.04
Registration	ABS CPI, Transportation Group, Other Motoring Charges.	137.5	5.28

Repairs & Maintenance	ABS CPI, Transportation Group, Motor Vehicle Repair and Servicing	128	6.36
Tyres	ABS CPI, Transportation Group, Motor Vehicle Parts and Accessories	128	1.22
Fuel	AIP NSW State Average for the Retail Price of diesel (excluding GST), calculated by determining the average of the weekly figures between the end of the quarter relating to the last variation and the end of the quarter prior to any new variation. Such calculations must only take into consideration figures for each relevant full quarter of the year. The end of quarters are as follows: December 31, March 31, June 30 and September 30.	126.09	15.95
Administration	ABS CPI, All Groups, Sydney	128.6	2.38
Total			100.00

9. This variation will take effect on and from the first full pay period commencing on or after 21 February 2023.

D. SLOAN, *Commissioner*

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SERIAL C9617

LOCAL GOVERNMENT CIVIL LIABILITY ALLOWANCE INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Local Government Engineers' Association of New South Wales, industrial organisation of employees.

(No. 381959 OF 2022)

Before Chief Commissioner Constant

18 January 2023

ORDER

The Commission orders that:

1. The establishment of an Industrial Committee to be known as the Local Government Civil Liability Allowance Industrial Committee (the 'Industrial Committee').
2. The Industrial Committee will operate in relation to engineering professionals working in NSW local government who are employed pursuant to the Local Government (State) Award 2020 and its successors.
3. The Industrial Committee will consist of the following:
 - a. a member of the Commission allocated by the Chief Commissioner who will Chair the Industrial Committee, and
 - b. one (1) representative of employers, and
 - c. one (1) representative of employees.
4. The employers' representative will be appointed by the Industrial Registrar following a nomination by Local Government NSW.
5. Local Government NSW will also nominate an alternate member who may be required to sit as a representative of employers.
6. The representative of employees will be appointed by the Industrial Registrar following a nomination by the Local Government Engineers' Association of New South Wales.
7. The New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union shall nominate an alternate member who may be required to sit as a representative of employees.
8. This Order takes effect from 18 January 2023 for a period of three (3) years.

N. CONSTANT, *Chief Commissioner*

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INDUSTRIAL GAZETTE

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Key to Abbreviations Used:

(ACC)	—	<i>Award of Conciliation Commissioner/Committee.</i>
(AIC)	—	<i>Award of Industrial Commission.</i>
(AIRC)	—	<i>Award of Industrial Relations Commission.</i>
(AR)	—	<i>Award Reprint (Consolidation).</i>
(ART)	—	<i>Award of Retail Trade Industrial Tribunal.</i>
(CD)	—	<i>Contract Determination.</i>
(CORR)	—	<i>Correction.</i>
(ERR)	—	<i>Erratum.</i>
(OCC)	—	<i>Order of Conciliation Commissioner.</i>
(OIC)	—	<i>Order of Industrial Commission.</i>
(OIRC)	—	<i>Order of Industrial Relations Commission.</i>
(OIR)	—	<i>Order of Industrial Registrar.</i>
(RIRC)	—	<i>Reviewed Award.</i>
(RVIRC)	—	<i>Variation - Reviewed Award.</i>
(VCC)	—	<i>Variation by Conciliation Commissioner/Committee.</i>
(VCD)	—	<i>Variation of Contract Determination.</i>
(VIC)	—	<i>Variation by Industrial Commission.</i>
(VIR)	—	<i>Variation by Industrial Registrar.</i>
(VIRC)	—	<i>Variation by Industrial Relations Commission.</i>
(VRT)	—	<i>Variation by Retail Trade Industrial Tribunal.</i>
(VSW)	—	<i>Variation following State Wage Case.</i>

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