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CONTENTS

Vol. 394, Part 2

5 May 2023

Pages 286 — 621

		Page
Awards and Determinations —		
Crown Employees (Police Officers - 2021) Award	AR	286
Roads and Maritime Services Consolidated Salaried Award 2019	AR	378
Roads and Maritime Services School Crossing Supervisors Award 2019	AR	502
Roads and Maritime Services (Wages Staff) Award 2019	AR	530
Hy-Tec Industries Pty Ltd - Maxi Concrete Contract Determination	AR	592
Transport Industry - Excavated Materials, Contract Determination	AR	613

CROWN EMPLOYEES (POLICE OFFICERS - 2021) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 5 May 2023.

E. ROBINSON, *Industrial Registrar*.

Schedule of Variations Incorporated

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

Clause No. Subject Matter

PART A

1. Arrangement

SECTION 1 - GENERAL

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

SECTION 2 - LEAVE

15. Leave Generally
16. Applications for Leave
17. Annual Leave

18. Purchased Leave
19. Extended Leave
20. Sick Leave
21. Sick Leave to Care for a Family Member
22. Maternity Leave
23. Parental Leave
24. Adoption Leave
25. Right to Request Additional Maternity, Parental or Adoption Leave
26. Communication During Maternity, Parental or Adoption Leave
27. Accrual of Leave while on Maternity, Parental or Adoption Leave
28. Incremental Progression while on Maternity Leave, Adoption Leave or Parental Leave
29. Family and Community Service Leave
30. Leave Without Pay
31. Military Leave
32. Special Leave
33. Leave for Matters Arising from Domestic Violence

SECTION 3 - ASSOCIATION ACTIVITIES

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

SECTION 4 - NON-COMMISSIONED OFFICERS

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

63. Public Holidays
64. Competency Based Incremental Progression
65. Provision of Uniform
66. Air Travel
67. Lockers
68. Work of a Menial Nature

SECTION 5 - COMMISSIONED OFFICERS

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

SECTION 6 - DISPUTES/GRIEVANCE SETTLEMENT PROCEDURE

76. Disputes/Grievance Settlement Procedure

SECTION 7 - TRANSFERRED OFFICERS ENTITLEMENTS & COMPENSATION

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

SECTION 8 - AREA, INCIDENCE AND DURATION

95. Area, Incidence and Duration

PART B - MONETARY RATES

- Table 1 - Non-Commissioned Officers' (other than Detectives and Police Prosecutors) Salaries
- Table 2 - Detectives' Salaries
- Table 3 - Police Prosecutors Salaries
- Table 4 - Commissioned Officers' Salaries
- Table 5 - Travelling Allowance and Motor Vehicle Allowances

Table 6 - Remote Areas - Living Allowance
Table 7 - Detectives' Special Allowance
Table 8 - Prosecutors' Special Allowance
Table 9 - Special Duties Allowances (Non-Commissioned Officers)
Table 10 - Forensic Services Group Expert Allowance
Table 11 - Professional/Academic Qualification Allowance (Constable or Senior Constable)
Table 12 - On-Call Allowances (Non-Commissioned Officers)
Table 13 - Meal Allowances (Non-Commissioned Officers)
Table 14 - Stocking Allowance (Non-Commissioned Officers)
Table 15 - Plain Clothes Allowances (Non-Commissioned Officers)
Table 16 - Special Operations Allowance
Table 17 - Tactical Operations Unit Allowance

SECTION 1 - GENERAL

2. No Further Claims

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

3. Definitions

- 3.1 "Officer" or "Officers" means and includes all persons appointed pursuant to the *Police Act 1990*, to be a police officer member of the New South Wales Police Force, including probationary constables, who as at the date of operation of this Award were occupying a position or rank specified in this Award, or who after that date are appointed to such a position or rank, but excluding those police officers employed as members of the New South Wales Police Force Senior Executive Service.
- 3.2 "Non-Commissioned Officer" means and includes all persons defined as officers in subclause 3.1 above who are employed in a non-commissioned capacity, as prescribed by section 3, "Definitions", of the *Police Act 1990*.
- 3.3 "Commissioned Officer" means and includes all persons defined as officers in subclause 3.1 above who are employed in a commissioned capacity, as prescribed by section 3, "Definitions", of the *Police Act 1990*.
- 3.4 "Commissioner" means the Commissioner of Police for the State of New South Wales or any person acting in such position from time to time.
- 3.5 "Service" means continuous service. Future appointees will be deemed to have the years of service indicated by the salaries at which they are appointed.
- 3.6 "Association" means the Police Association of New South Wales.
- 3.7 "Flexible Rostering Guidelines" means the guidelines agreed between the parties for the operation of flexible rosters, including the administration of leave, as varied from time to time by agreement.

- 3.8 "Local Arrangements" means an agreement reached at the sub-organisational level between the Commissioner and the Association in terms of clause 14, Local Arrangements, of this Award.
- 3.9 "Detective" means A Non-Commissioned Officer who is designated as a Detective or is currently undertaking or prepared to undertake the Detectives Education Program and who is permanently appointed to the duty type of Criminal Investigation.
- 3.10 "Leading Senior Constable" means and includes those Non-Commissioned Officers employed by the New South Wales Police Force, who on or after the date of operation of this Award are appointed as a Leading Senior Constable in accordance with clause 41, of this Award.
- 3.11 "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 3.12 "Police Prosecutor" means a Non-Commissioned Officer who has successfully completed the Prosecutor Education Program and is working in the Police Prosecutions Command.
- 3.13 "Wages Policy" means the NSW Government's Wages Policy outlined in the Industrial Relations (Public Service Conditions of Employment) Regulation 2014.

4. Commitment to Professional and Ethical Conduct

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

5. Anti-Discrimination

- 5.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer, and age.
- 5.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which by its terms or operation has a direct or indirect discriminatory effect.
- 5.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 5.4 Nothing in this clause is to be taken to affect:
- 5.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 5.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 5.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

- 5.4.4 a party to this Award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 5.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

6. Inspection of Award

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

7. Existing Privileges

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

8. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 8.1 For the purpose of this clause, "salary" means;
- 8.1.1 the "Loaded Salaries" prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates,
- 8.1.2 the "Loaded Salaries" prescribed by Table 2 - Detectives' Salaries of PART B, Monetary Rates,
- 8.1.3 the "Loaded Salaries" prescribed by Table 3 - Police Prosecutors Salaries, of PART B, Monetary Rates; or
- 8.1.4 the salaries prescribed by Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates.
- 8.2 By mutual agreement with the Commissioner, an officer may elect to package part or all of their salary in order to obtain;
- 8.2.1 a benefit or benefits selected from those approved from time to time by the Commissioner; and
- 8.2.2 a salary equal to the difference between the salary prescribed for the officer by subclause 8.1, and the amount specified by the Commissioner from time to time for the benefit provided to or in respect of the officer in accordance with such agreement.
- 8.3 The amount packaged, including any salary sacrifice to superannuation arrangement under subclause 8.10 to 8.14, may be up to one hundred (100) percent of the officer's salary.
- 8.3.1 Any pre tax and post tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include, but are not limited to, compulsory superannuation payment, HECS-HELP or FEE-HELP payments, child support payments, union fees and health fund premiums.

- 8.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 8.5 The agreement will be known as a Salary Packaging Agreement.
- 8.6 Except in accordance with subclause 8.10 to 8.14, a Salary Packaging Agreement will be recorded in writing and will be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Salary Packaging Agreement.
- 8.7 Where the officer has elected to package a part or all of their salary:
- 8.7.1 subject to Australian Taxation Law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 8.7.2 any allowances, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's salary will be calculated by reference to the salary which would have applied to the officer in the absence of any Salary Packaging Agreement made under this Award.
- 8.8 The Commissioner may vary the range and type of benefits available from time to time following discussions with the Association. Such variations will apply to any existing or future Salary Packaging Agreements from date of such variation.
- 8.9 The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations will apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement immediately.
- 8.10 An officer may elect to sacrifice a part or all of their salary additional to employer superannuation contributions.
- 8.11 Where the officer makes an election in terms of subclause 8.10, the officer may elect to have the amount of salary sacrificed;
- 8.11.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as an optional employer contribution; or
- 8.11.2 subject to the Commissioner's agreement, paid into another complying superannuation scheme as employer superannuation contributions.
- 8.12 Where an officer makes an election in terms of subclause 8.10, the Commissioner will pay the amount of salary, the subject of election to the relevant superannuation fund.
- 8.13 Where an officer makes an election in terms of subclause 8.10 and where the officer is a member of a superannuation scheme established under the;
- 8.13.1 *Police Regulation (Superannuation) Act 1906*;
- 8.13.2 *Superannuation Act 1916*;
- 8.13.3 *State Authorities Superannuation Act 1987*;
- 8.13.4 *State Authorities Non-Contributory Superannuation Act 1987*; or
- 8.13.5 *First State Superannuation Act 1992*

The Commissioner must ensure that the amount of any additional employer superannuation contributions specified in subclause 8.10 of this clause is included in the officer's superable salary which is notified to the SAS Trustee Corporations.

- 8.14 Where an officer makes an election in terms of subclause 8.10, and where, prior to electing to sacrifice a part or all of their salary to superannuation, an officer has entered into an agreement with the Commissioner to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 8.13 of this clause, the Commissioner will continue to base contributions to that fund on the salary payable to the same extent as applied before the officer sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the Commissioner may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

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

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

10. Travelling Allowances

- 10.1 The Commissioner will require officers to obtain an authorisation for all official travel prior to incurring any travel expense.
- 10.2 Where available at a particular centre or location, the overnight accommodation to be occupied by officers who travel on official business will be the middle of the range standard, referred to generally as three-star or three-diamond standard of accommodation.
- 10.3 An officer who performs official duty from a temporary work location will be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the officer's residence in order to perform that duty.
- 10.4 An officer who performs official duty within the Newcastle, Sydney and Wollongong Metropolitan Areas and is approved to stay overnight will stay at one of a number of accommodation providers from a list developed in consultation with the Association and agreed between the parties subject to the provisions of subclause 10.12. The Commissioner will pay all accommodation related costs directly to the accommodation provider.
- 10.5 Where an officer performs official duty from a temporary work location not located in the Newcastle, Sydney or Wollongong metropolitan areas the officer for the first 35 days, may claim either;
- 10.5.1 the appropriate rate of allowance specified in Item 1 of Table 5 of Part B, Monetary Rates, for every period of 24 hours absence by the officer from their residence; and the rate of meal allowances specified in item 3 of Table 5 of PART B, Monetary Rates (excluding morning and afternoon teas) for any residual part day travel; or
- 10.5.2 actual expenses, properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 5 of PART B, Monetary Rates.
- 10.6 Payment of allowance as described in subclause 10.5 above for an absence of less than 24 hours may be made only where the officer satisfies the Commissioner that, despite the period of absence being of less than 24 hours' duration, expenditure for accommodation and three meals has been reasonably and necessarily incurred.
- 10.7 Where an officer is unable to so satisfy the Commissioner, the allowance payable for part days of travel will be limited to the expenses incurred during such part day travel.

10.8 After the first 35 days and up to 6 months at a temporary location an officer in receipt of an allowance as set out in Item 1 of Table 5 of PART B, Monetary Rates will have that allowance reduced by 50% provided that the reduced allowance paid to officers located in Broken Hill will be increased by one fifth.

10.9 Adjustment of Allowances

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

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

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

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

10.10 Production of Receipts

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

10.11 Travelling Distance

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

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

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

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

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

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

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

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

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

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

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

10.13 Review of Allowances

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

11. Provision of Quarters

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

12. Remote Area - Living Allowances

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

13. Part Time Employment

- 13.1 Officers may be employed on a part time basis for a period of less than 38 hours per week under guidelines agreed between the parties. While 10 hours per fortnight is generally regarded as a reasonable minimum, the Commissioner may approve a lesser minimum where it is necessary for the officer to work fewer hours per fortnight.

- 13.2 Officers working under a part time arrangement will be paid a pro rata of the relevant full time salary based on the following formula:

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

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

14. Local Arrangements

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

SECTION 2 - LEAVE

15. Leave Generally

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

16. Applications for Leave

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

17. Annual Leave

- 17.1 Annual leave on full pay accrues to a Non-Commissioned Officer at the rate of 6 weeks (228 working hours) per year.
- 17.2 Annual leave on full pay accrues to a Commissioned Officer;

- 17.2.1 at the rate of 5 weeks (190 working hours) per year, or
- 17.2.2 at the rate of 6 weeks (228 working hours) if the officer is a shift-working Commissioned Officer who is regularly required to work shift work, Sundays or Public Holidays.
- 17.3 Annual leave will be debited in accordance with the ordinary hours the officer would have been rostered to work had they not been on leave. Provided further that those Commissioned Officers referred to in paragraph 17.2.1, will be debited 7.6 hours for each working day taken as annual leave.
- 17.4 An officer while attached to a police station within the Western or Central Division (within the meaning of the *Crown Lands Consolidation Act 1913*, as in force immediately before its repeal) accrues additional annual leave on full pay at the rate of 38 working hours per year, or pro rata where only part of the year is spent attached to a police station or stations within the qualifying zones.
- 17.5 An officer who is rostered to work their ordinary hours of duty on a Sunday or public holiday will, on the completion of the relevant qualifying period, accrue additional annual leave on full pay on the following basis:

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

For the purpose of this subclause:

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

working hours, the Commissioner will consider, and where approved, enter into a written agreement with the officer approving the accrual of annual leave above 342 working hours. Such agreement will include the reasons for the accrual and the manner and time at which leave will be reduced below 342 working hours.

17.13 Annual Leave will generally be taken in periods of one week or multiples of one week inclusive of any Rest Days or Recurrent Leave Days. Lesser periods of Annual Leave may be taken by agreement between the Officer and their Commander/Manager.

17.14 The Commissioner will inform an officer in writing on a regular basis of the officer's annual leave accrual.

17.15 Termination of services

17.15.1 An officer who resigns or retires or whose services are otherwise terminated (except by death) is, on cessation of employment, entitled to be paid immediately, instead of annual leave accrued and remaining untaken, the money value of that leave as a gratuity.

17.15.2 An officer to whom paragraph 17.15.1 above applies may elect to take either the whole or part of the annual leave accrued and remaining untaken at cessation of active duty as annual leave on full pay instead of taking the money value of that leave as a gratuity.

17.15.3 If an officer has acquired a right to annual leave with pay and dies before entering on it, or after entering on it dies before its termination:

- (a) the officer's surviving spouse, or
- (b) if there is no such surviving spouse, the officer's children, or
- (c) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer, is entitled to receive the money value of the leave not taken.

17.15.4 If there is a guardian of any children entitled under paragraph 17.15.3, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.

17.15.5 If there is no person entitled under paragraph 17.15.3 to receive the money value of any leave not taken or not completed by an officer or which would have accrued to an officer, the payment is to be made to the officer's personal representatives.

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

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

17.16 Accrual of Annual Leave While on Extended Leave, Sick Leave

17.16.1 Annual leave accrues in respect of any period an officer is on extended leave on full pay, but during one-half only of any period of extended leave on half pay.

17.16.2 Annual leave accrues in respect of any period during which an officer is on sick leave (whether with or without pay) and in respect of any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*.

17.17 Accrual of Annual Leave While Suspended Without Pay

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

18. Purchased Leave

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

19. Extended Leave

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

19.2 Entitlement to Extended Leave

19.2.1 Subject to this Clause, an officer is entitled:

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

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

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

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

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

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

- (a) service under the *Teaching Services Act* 1980, and

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

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

- (a) to include any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
- (b) to exclude any period of leave without pay taken after that commencement.

19.3 Debiting Extended Leave

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

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

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

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

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

19.4 Entitlement to Gratuity Instead of Extended Leave

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

19.5 Payment Where Officer Has Died

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

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

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

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

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

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

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

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

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

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

20. Sick Leave

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

20.2 Authority to grant sick leave

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

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

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

20.2.3 Payment for sick leave is subject to the Officer;

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

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

20.3 Requirements for Medical Evidence

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

- (a) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillofacial surgeon or, at the Commissioner's discretion, another registered health services provider,
- (b) where the absence exceeds one week, and unless the health provider listed in subparagraph (a) of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- (c) at the Commissioner's discretion, other forms of evidence that satisfy that the officer had a genuine illness.

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

20.3.3 An officer absent from duty because of illness:

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

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

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

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

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

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

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

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

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

20.4 Sick Leave Entitlements

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

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

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

20.5 Re-credit Of Rest Days - Non Commissioned Officers

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

20.6 Payment During Initial Period of Service

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

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

20.7 Procedure Where Workers Compensation Claimed

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

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

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

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

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

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

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

20.8 Procedure Where Other Claim Has Been Made.

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

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

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

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

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

21. Sick Leave to Care for a Family Member

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

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

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

21.1.2 The officer will, if required,

- (a) establish either by production of medical evidence consistent with the requirements of paragraph 20.3.1, the illness of the person concerned and that the illness is such as to require care by another person, or
- (b) establish by production of documentation acceptable to the Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

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

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

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

a spouse of the officer, or

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

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

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

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

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

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

22. Maternity Leave

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

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

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

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

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

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

23. Parental Leave

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

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

24. Adoption Leave

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

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

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

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

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

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

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

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

to assist the officer in reconciling work and parental responsibilities.

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

26. Communication During Maternity, Parental or Adoption Leave

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

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

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

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

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

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

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

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

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

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

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

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

29. Family and Community Service Leave

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

30. Leave Without Pay

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

31. Military Leave

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

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

32. Special Leave

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

When the leave entitlements referred to in clause 33. Leave for Matters Arising from Domestic Violence have been exhausted, the Commissioner will grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

33. Leave for Matters Arising from Domestic Violence

- 33.1 The Definition of domestic violence is found in clause 3.11 of this award.
- 33.2 Leave entitlements provided for in clause 29, Family and Community Service Leave, clause 20, Sick Leave and clause 21, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 33.3 Where the leave entitlements referred to in subclause 33.2 are exhausted, The Commissioner will grant Special Leave as per clause 32.4
- 33.4 The Commissioner will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the NSW Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 33.5 Personal information concerning domestic violence will be kept confidential by the NSW Police Force.
- 33.6 The Commissioner, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.
- 33.7 Where an application for leave includes information that identifies a situation of domestic or other violence, police officers and managers will also discharge their duty as required under the Code of Conduct for the NSW Police Force Response to Domestic and Family Violence, as it is amended from time to time, in order to meet their obligations to provide victims the best possible protection.

SECTION 3 - ASSOCIATION ACTIVITIES

34. Association Activities Regarded as Special Leave

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

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

35. Association Activities Regarded as On Duty

- 35.1 An Association delegate will be released from the performance of normal departmental duty when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:
 - 35.1.1 Attendance at meetings of the workplace's Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the Regulations;
 - 35.1.2 Attendance at meetings with workplace management or workplace management representatives;
 - 35.1.3 A reasonable period of preparation time, before -
 - (a) meetings with management;
 - (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (c) any other meeting with management,
 - 35.1.4 by agreement with management, where operational requirements allow the taking of such time;
 - (a) giving evidence in court on behalf of the employer;
 - (b) appearing as a witness before the Industrial Relations Commission in relation to a disciplinary or Hurt on Duty appeal;
 - (c) representing their Association at the Industrial Relations Commission in relation to a disciplinary or Hurt on Duty appeal as an advocate;
 - (d) presenting information on the Association and Association activities at induction sessions for new staff of the New South Wales Police Force; and
 - (e) distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

36. Association Training Courses

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

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

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

SECTION 4 - NON-COMMISSIONED OFFICERS

37. Salaries (Other than Detectives and Police Prosecutors)

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

38. Salaries (Detectives)

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

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

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

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

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

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

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

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

39. Salaries (Police Prosecutors)

- 39.1 Subject to the *Police Act* 1990 and Regulations, and to the provisions of clause 63, Competency Based Incremental Progression (Non-Commissioned Officers) of this Award, a Police Prosecutor will, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 3 - Police Prosecutors Salaries of PART B, Monetary Rates from the first pay period on or after 29 March 2012. In addition to their base salary Prosecutors will be paid the following allowances in the nature of salary:
- 39.1.1 the Loading prescribed by Clause 40, Loading, of this Award; and
- 39.1.2 an allowance equivalent to a Grade 4 (5 years after permanent appointment) Special Duties Allowance as prescribed in Table 9 - Special Duties Allowances (Non-Commissioned Officers) of PART B, Monetary Rates; and
- 39.1.3 the allowance as prescribed in Table 8 - Prosecutors' Special Allowance of PART B, Monetary Rates.

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

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

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

40. Loading

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

41. Leading Senior Constables

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

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

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

42. Special Duties Allowance

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

42.2 Gradings

Grade 1

Trainee Prosecutor, Police Prosecutions Command

Part Time Rescue/Bomb Operator, Tactical Operations Group

Teacher, Operational Safety Trainer, Weapons Instructor Part Time, Police Area Commands/District

Breath Analysis Operative, Breath Analysis and Research Unit

Highway Patrol Officer, Police Area Commands/District and Traffic Services

Policy Officer, Traffic Policy

Analyst/Senior Analyst Workforce Reporting & Analytics, People & Capability Command

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

Senior Operations Officer, Radio Operations Group

Negotiator Part time, Police Area Commands/District and Specialist Sections

State Protection Support Unit Part time Operative Police Districts

Protection Officers, Protection Operations Unit, Protective Security Group

Instructor, Dog & Mounted Unit

Covert Investigation Unit, Professional Standards Command

Grade 2

Armoury Technician, Armoury, Protective Security Group

Investigator, Crash Investigation Unit

Teacher, Driving Instructor, Police Driver, People & Capability Command

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

Master Class V, Marine Area Command

Incident Reconstruction Operative, Forensic Evidence & Services Command

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

Teacher, Foundational Studies, People & Capability Command

Teacher, Continuing Education, People & Capability Command

Teacher, Operational Safety Trainer, Weapons and DEFTAC Training Unit, Westmead, Goulburn and Regional areas

Technical Officer, Metropolitan Wireless Network Services

Technical Officer, Radar Engineering Unit

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

Grade 3

Crime Scene Examiner, Forensic Evidence & Technical Services Command

Investigator (Detective), Police Area Command/District, State Crime Command and Specialist Commands

Document Examiner, Forensic Evidence & Technical Services Command

Fingerprint Technician, Forensic Evidence & Technical Services Command

Firearms/Ballistics Examiner, Forensic Evidence & Technical Services Command

Rescue/Bomb Operator, Tactical Operations Group

Criminal Profiler, Practitioner, Crime Faculty

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

Negotiator Full Time, Negotiations Unit, Tactical Operations Group

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

Surveillance Operative, State Surveillance Branch, State Intelligence Command

Grade 4

Management Action and Workplace Services (MAWS) Panel Operations, Professional Standards Command

Employment & Safety Law, Employment Law Team, Office of the General Counsel

Advanced Capability Unit, Technical Operations, Cybercrime Squad, State Crime Command

Divers, Marine Area Command, Police Diving Unit,

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

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

43. Forensic Services Group Expert Allowance

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

43.1.1 a Non-Commissioned Officer obtains expert recognition, or

43.1.2 29 March 2012,

whichever is the later.

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

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

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

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

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

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

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

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

45. Tactical Operations Unit Allowance

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

46. Professional/Academic Qualification Allowance

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

47. Special Operations Allowance

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

48. On Call Allowances

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

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

48.3 Rates of Allowance

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

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

49. Hours of Duty

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

50. Shift Allowance

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

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

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

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

Where:

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

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

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

H = Number of ordinary hours in the shift.

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

51. Meals

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

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

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

52. Overtime

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

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

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

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

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

53. Recall to Duty

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

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

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

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

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

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

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

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

54. Court Attendance Between Shifts

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

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

55. Lockup Keepers' or Sole Detective's Recall

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

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

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

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

56. On Call Detectives Recall

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

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

57. On Call Telephone Recall (Other than Detectives)

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

58. Penalty Provisions Not Cumulative

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

59. Travelling Time

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

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

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

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

59.4.8 Any period of travel by a Non-Commissioned officer between the home and place of duty where the officer:

- (a) is attached to a region pool position (not including substantive Region Office Command employees), or
- (b) voluntarily works available shifts offered through the region pool at location/s across the NSW Police Force and is not performing duties at their substantive location.

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

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

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

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

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

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

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

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

60.6 Unless otherwise approved by the Commissioner, the maximum amount of time off in lieu accrued by a Non-Commissioned Officer will not exceed 48 hours. Where a Non-Commissioned Officer has

exceeded the accrual limit prescribed by this subclause no further applications for time off in lieu will be approved until a suitable reduction has been made to the total time off in lieu entitlement.

61. Relieving Duty

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

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

- 62.1 A Non Commissioned Officer who relieves into a Criminal Investigation position at rank and performs the duties of that position for more than 6 months will be paid an allowance at the rate of the difference between their salary and the salary they would have received had they been permanently appointed to a Criminal Investigation position.

- 62.2 Payment of the allowance referred to at subclause 62.1 above will commence from the end of the six month period.
- 62.3 A Non Commissioned Officer who during a period of relief at subclause 62.1, is permanently appointed to a Criminal Investigation position, will have their increment backdated from the commencement of the continuous period of relief.
- 62.4 Any period of relief to which subclause 62.1 applies which is continuous with the commencement of this award will count for the purpose of subclause 62.1 and 62.3.

63. Public Holidays

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

64. Competency Based Incremental Progression

- 64.1 Except as otherwise provided for Leading Senior Constables, Sergeants, Senior Sergeants, Detectives and Police Prosecutors elsewhere in this clause, incremental progression for Non-Commissioned Officers will be based on:
- 64.1.1 a minimum period of twelve (12) months service on each incremental level or step as defined in Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries, Table 2 - Detectives' Salaries or Table 3 - Police Prosecutors Salaries all of PART B, Monetary Rates; and
- 64.1.2 compliance with the competency requirements specified in this clause.
- 64.2 It is the responsibility of Non-Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained within clause 64 of this Award.
- 64.3 Commanders/Managers are responsible to ensure that Non-Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This will include but not necessarily be limited to:
- 64.3.1 ensuring that Non-Commissioned Officers have sufficient time, on duty, to undertake necessary training;
- 64.3.2 ensuring that Non-Commissioned Officers have access to the necessary training facilities; and
- 64.3.3 the provision of remedial training where necessary.
- 64.4 Commanders/Managers are not to certify a Non-Commissioned Officer as competent unless satisfied they have met the requirements of this clause.
- 64.5 Competency Requirements

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

64.5.1 Constable's Education Program

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

64.5.2 Base Generic Competencies

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

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

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

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

(b) Physical Fitness Standard

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

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

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

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

(c) Driver Status

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

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

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

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

(d) Computerised Operational Policing (COPS) System Literacy

Subsequent to initial training on the COPS system, Non-Commissioned Officers are expected to be able to utilise the system to the degree necessary to perform their duties. Where a Non-Commissioned Officer demonstrates a deficiency in the use of the system necessary to perform their duties they will be placed on a remedial program.

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

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

64.5.3 Mandatory Continuing Police Education (MCPE)

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

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

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

64.5.4 Objective Test of Policing Knowledge

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

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

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

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

64.5.5 Performance Management Scheme

An appropriate performance management scheme relevant to rank will be applied to Non-Commissioned Officers. Non-Commissioned Officers are required to perform their duties in

accordance with the provisions of the scheme. Non-Commissioned Officers who fail to perform at the agreed level will be placed on a performance management scheme.

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

64.6 Effect on Incremental Progression Where Multiple Competencies Not Satisfied

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

64.7 Increments Falling Due During a Period of Initial Remedial Training

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

64.8 Requirements for Progression through the Various Ranks and Grades

64.8.1 Progression to Constable Level 2 (Confirmation)

Progression to Constable Level 2 increment will be contingent upon:

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

64.8.2 Progression to Constable Levels 3, 4, and 5

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

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

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

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

- (a) Successful completion of the Constable's Education Program (or equivalent qualification);
- (b) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.

- (c) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause.
- (d) Meeting the requirements for promotion to Senior Constable as prescribed by Regulations 16 and 17 or 18 of the Police Regulation 2015.

64.8.4 Progression to each subsequent incremental level (including progression within the Sergeant and Senior Sergeant ranks) progression within the ranks of Senior Constable, Sergeant and Senior Sergeant will be contingent upon:

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

64.9 Effect of Any Deferral of Incremental Progression

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

64.9.2 Where an increment is deferred:

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

64.10 Non-Commissioned Officers Medically Excused from Demonstrating Certain Competencies

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

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

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

64.11 Part-time Non-Commissioned Officers

Non-Commissioned Officers working under a part-time arrangement will be subject to the provisions of this clause as if they were a full-time officer. Part-time Non-Commissioned Officers may have their rosters amended to facilitate their compliance with the requirements of this clause. Attendance at any

necessary training/assessment may also be facilitated at locations other than the Non-Commissioned Officer's normal place of attachment.

64.12 Effect of Long Term Absences

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

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

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

64.13 Effect of suspension.

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

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

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

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

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

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

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

64.14 Performance Management for Seconded Officers

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

scheme is in place, Non-Commissioned Officers will be required to produce a certificate to that effect from the seconding organisation.

64.15 Effect on Transfers

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

64.16 Leading Senior Constables

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

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

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

64.17 Sergeants/Senior Sergeants

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

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

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

64.18 Detectives

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

64.18.1 Progression up to Detective 8th Year

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

- 64.18.2 Progression beyond Detective 8th Year
- (a) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective's performance. For the purpose of this sub paragraph performance assessment will include, where appropriate, assessment of the Detective's role as a guide, mentor and trainer of less experienced Detectives.
 - (b) Completion of or, commitment to undertake or being prepared to undertake courses that raise skill level.
- 64.18.3 Progression beyond Detective Sergeant 4th Year and Detective Senior Sergeant 3rd Year
- (a) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective Sergeant's/Detective Senior Sergeant's and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Detective Sergeant/Detective Senior Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Detective Sergeant's/Detective Senior Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.
 - (b) Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

64.19 Police Prosecutors

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

- 64.19.1 Progression beyond Police Prosecutor 8th Year
- (a) Satisfaction of an agreed rigorous performance assessment regime including bi-annual and annual reviews of the Police Prosecutors performance. For the purpose of this sub paragraph performance assessment will include, where appropriate, assessment of the Police Prosecutors role as a guide, mentor and trainer of less experienced Police Prosecutors.
 - (b) Completion of or, commitment to undertake or being prepared to undertake courses that raise skill level.
- 64.19.2 Progression beyond Police Prosecutor Sergeant 4th Year and Police Prosecutor Senior Sergeant 3rd Year
- (a) Satisfaction of an agreed rigorous performance assessment regime including bi-annual and annual reviews of the Police Prosecutor Sergeant's/Police Prosecutor Senior Sergeant's and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Police Prosecutor Sergeant/Police Prosecutor Senior Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Police Prosecutor Sergeant's/Police Prosecutor Senior Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.
 - (b) Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

65. Provision of Uniform

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

65.2 Initial Issue

65.2.1 Standard Police Dress Uniform - Initial Issue

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

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

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

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

65.3 Western Areas - Additional Initial Issue

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

Ardlethan	Eugowra	Nyngan
Ariah Park	Euston	Oaklands
Balranald	Finley	Pallamallawa
Barellan	Forbes	Parkes
Barham	Garah	Peak Hill
Barmedman	Goodooga	Pilliga
Barooga	Goolgowi	Rankin Springs
Bellata	Griffith	Tallimba
Berrigan	Grong Grong	Tibooburra
Bogan Gate	Gulargambone	Temora
Boggabilla	Gwabegar	Tocumwal
Boggabri	Hay	Tottenham
Boomi	Hillston	Trangie
Bourke	Ivanhoe	Trundle
Brewarrina	Lake Cargelligo	Tullamore
Broken Hill	Leeton	Tullibigeal
Buronga	Lightning Ridge	Ungarie
Burren Junction	Lockhart	Urana
Carinda	Jerilderie	Walgett
Carrathool	Mathoura	Wanaaring
Cobar	Menindee	Warren
Coleambally	Moama	Wee Waa
Collarenebri	Moree	Weethalle
Condobolin	Moulamein	Wentworth
Coonamble	Mungindi	West Wyalong
Dareton	Mulwala	Whitton
Darlington Pt	Narrabri	Wilcannia
Deniliquin	Narrandera	Yanco
Enngonia	Narromine	Yenda
	Nymagee	

will be provided with

two (2) pairs pants cargo

one (1) pair trousers/slacks dress navy.

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

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

Aberdeen	Curlewis	Muswellbrook
Albury	Delungra	Nundle
Ashford	Denman	Parkes
Baradine	Dunedoo	Peak Hill
Barraba	Eden	Picton
Bega	Eugowra	Quadialla
Bellbrook	Forbes	Queanbeyan
Bemboka	Gooloogong	Quirindi
Bendemeer	Gravesend	Rand
Bermagui	Greenethorpe	Robertson
Bethungra	Grenfell	Rylstone
Bingara	Gulgong	Scone
Binnaway	Gunnedah	Somerton
Bogan Gate	Harden	Springwood
Bowral	Henty	Stuart Town
Braidwood	Holbrook	Stockinbingal
Bundanoon	Howlong	Tambar Springs

Bundarra	Hume Lake	Tamworth
Bungendore	Inverell	Tarcutta
Campbelltown - HWP	Jugiong	Tathra
Candelo	Kandos	The Oaks
Canowindra	Koorawatha	Tingha
Captains Flat	Kootingal	Trundle
Caragabal	Lake Cargelligo	Tullamore
Cassilis	Manilla	Tullibigeal
Cobargo	Mendooran	Wagga Wagga - HWP
Comboyne	Merimbula	Walla Walla
Condobolin	Merriwa	Warialda
Coolah	Michelago	Wallendbeen
Coonabarabran	Mittagong	Wellington
Corowa	Moonan Flat	Werris Creek
Cowra	Moss Vale	Windsor
Culcairn	Mudgee	Willow Tree
	Murrurundi	Woodstock
		Yetman
		Young

will be provided with:

one (1) pair fleece gloves

four (4) pairs heavy weight socks

65.5 Cold Climate Areas (Category 2)

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

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

will be provided with:

one (1) fur lined cap

one (1) pair fleece gloves

four (4) pairs heavy weight socks

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

65.6 Alpine Areas - Additional Initial Issue

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

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

will be provided with:

one (1) pair fleece gloves

four (4) pairs heavy weight socks

two (2) waterproof boots

one (1) fur lined cap

one (1) Alpine beanie

four (4) Alpine Snow Skivvies

One (1) Alpine Snow Vest

One (1) Snow/Rain jacket

One (1) Snow/Rain trousers

65.7 Annual Issue

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

65.8 Stocking Allowance

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

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

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

65.9 Plain Clothes Allowance

Non-Commissioned Officers (other than Detectives and Police Prosecutors) required to perform duty in plain clothes will be paid a plain clothes allowance as set out in Table 15 - Plain Clothes Allowances (Non-Commissioned Officers), of PART B, Monetary Rates in lieu of the provision of uniform. (Note: Non-Commissioned Officers paid as Detectives under clause 38, Salaries (Detectives) and Prosecutors under clause 39, Salaries (Police Prosecutors) will not be entitled to a Plain Clothes Allowance).

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

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

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

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

65.11.3 suspended from office.

65.12 Condemnation

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

65.13 Interruption to Supply

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

65.14 Review of Allowances

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

66. Air Travel

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

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

67. Lockers

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

68. Work of a Menial Nature

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

Section 5 - Commissioned Officers

69. Salaries

- 69.1 Subject to the *Police Act* 1990, and Regulations and any requirements thereunder and to the provisions of clause 73, "Competency Based Incremental Progression" (Commissioned Officers) of this Award, a Commissioned Officer will, according to the position or rank held and the incremental level achieved, be paid a salary of not less than the amounts prescribed in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates.
- 69.2 The salaries prescribed in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates, of this Award contain a loading in compensation for factors which the "loading" prescribed for Non-Commissioned Officers under clause 40 of this Award is intended to compensate.
- 69.3 The parties recognise the "all up" nature of the Salaries prescribed in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates of this Award, consistent with the description contained in New South Wales Police Circular 91/65, issued on 29 April 1991

70. Hours of Duty

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

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

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

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

- 70.7.1 Commissioned Officers will manage their own time subject to the overriding discretion of their commanders/managers to direct the performance of duty.

70.7.2 Commissioned Officers covered by this subclause will generally not be required to attend for duty on Public Holidays. However, any requirement to attend on such days will attract additional annual leave in accordance with subclause 17.5, Annual Leave.

71. Fixed Term Appointment

- 71.1 Each Commissioned Officer will be the subject of a Fixed Term Appointment in accordance with the provisions of Part 6, Division 3 of the *Police Act 1990*.
- 71.2 Subject to the provisions of this Award, there will be a general presumption in favour of renewal of Fixed Term Appointments
- 71.3 Fixed Term Appointments will generally expire only by the efflux ion of time. No occurrence of any nature will have the effect of extending the period of any appointment beyond its nominated expiry date.

72. Non Renewal Benefit

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

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

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

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

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

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

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

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

- (a) Any Commissioned Officer wishing to voluntarily access their accrued benefit earlier than provided for at 72.1.7 for completed fixed term appointments at a reduced rate of 80% may do so by indicating their intention in writing to the Director, Workforce Relations & Reform advising:
- i. that the Officer is voluntarily accessing the benefit for a completed term or terms,
 - ii. that the Officer acknowledges that the benefit will be paid at a rate of 80%, and
 - iii. that the Officer agrees to forfeit the remaining 20% of the benefit that would have been payable for the completed term or terms.

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

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

73. Competency Based Incremental Progression

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

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

73.1.2 compliance with the competency requirements specified in this clause.

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

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

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

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

73.2.3 the provision of remedial training where necessary.

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

73.3 Competency Requirements

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

73.3.1 Base Generic Competencies

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

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

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

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

(b) Physical Fitness Standard

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

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

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

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

(c) Driver Status

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

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

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

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

(d) Computerised Operational Policing (COPS) System Literacy

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

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

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

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

73.3.2 Mandatory Continuing Police Education (MCPE)

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

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

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

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

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

73.3.3 Performance Management Scheme

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

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

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

For the purpose of this sub paragraph an agreed rigorous performance assessment means the Commissioned Officer and their Commander/Manager participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the

Commissioned Officer's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

73.4 Effect on Incremental Progression Where Multiple Competencies Not Satisfied

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

73.5 Increments Falling Due During a Period of Initial Remedial Training

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

73.6 Effect of Any Deferral of Incremental Progression

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

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

73.7 Commissioned Officers Medically Excused from Demonstrating Certain Competencies

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

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

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

73.8 Part-time Commissioned Officers

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

73.9 Effect of Long Term Absences

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

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

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

73.10 Effect of Suspension.

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

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

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

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

73.10.5 Where an officer does not achieve incremental progression in accordance with paragraph 73.10.4, the officer will remain at the officer's then level until they achieve the requirements for incremental progression. On achieving the requirements for incremental progression the officer will move to the next level and the date of that change will become the officer's new incremental date for all future progression. An officer progressing in accordance with this subclause will not be entitled to any incremental back pay.

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

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

73.11 Performance Management for Seconded Officers

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

73.12 Effect on Transfers

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

73.13 Review Process

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

74. Relieving Duty

74.1 General

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

74.2 Exceptions

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

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

74.3 Amount Payable

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

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

74.4 Limitations on Eligibility

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

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

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

74.5 Extended Periods of Relief

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

75. Travelling Time

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

SECTION 6 - DISPUTES/GRIEVANCE SETTLEMENT PROCEDURE

76. Disputes/Grievance Settlement Procedure

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

76.2 Health and Safety Issues - Procedures

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

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

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

76.5 Procedures in Other Matters

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

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

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

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

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

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

76.11 General

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

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

SECTION 7 - TRANSFERRED OFFICERS ENTITLEMENTS & COMPENSATION

77. Definitions

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

78. Eligibility for Entitlements under this Section

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

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

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

78.1.3 Where an officer transfers;

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

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

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

(i) Transferred as a result of a promotion,

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

(iii) Otherwise approved by the Commissioner.

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

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

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

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

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

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

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

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

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

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

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

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

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

80. Special Remote Locations

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

81. Notice of Transfer

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

82. Transfer Leave

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

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

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

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

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

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

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

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

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

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

83. Cost of Temporary Accommodation

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

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

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

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

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

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

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

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

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

83.6.1 the production of receipts;

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

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

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

84. Excess Rent Assistance

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

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

- 84.2 The formula for excess rent is as follows.

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

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

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

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

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

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

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

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

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

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

85. Removal Costs

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

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

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

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

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

Provided that: -

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

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

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

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

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

86. Storage of Furniture

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

87. Cost of Personal Transport

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

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

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

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

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

88. Compensation for Depreciation and Disturbance

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

89. Education of Children

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

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

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

90. Conveyancing and Other Costs

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

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

90.1.2 stamp duty as per clause 91;

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

90.2 Reimbursement of expenses.

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

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

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

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

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

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

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

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

91.1.1 sells a residence at the former location, and

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

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

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

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

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

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

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

92. Incidental Costs Upon Change of Residence

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

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

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

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

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

93. Relocation on Retirement

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

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

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

- 93.2 Upon the death of an officer, the provisions referred to above will apply to any claims made by the spouse of the deceased officer within a period of 12 months of the transferred officer's death provided the spouse was married to or in a bona fide common law relationship with the officer at the time of death, and the residence was the spouse's principal place of residence at the time of the death of the officer.

- 93.3 The Commissioner will be prepared to consider any claims by children or dependant relatives of the deceased officer in similar circumstances but will require full particulars as to the reasons for special consideration.

94. Existing Benefits

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

SECTION 8 - AREA, INCIDENCE AND DURATION

95. Area, Incidence and Duration

- 95.1 This Award applies to all officers defined within clause 3 of this Award.
- 95.2 It will take effect on and from 1 July 2021 with the exception of the rates of pay and allowances prescribed under PART B, Monetary Rates, which will take effect from the dates specified in that Part, or where otherwise stated in the award and will remain in force until 30 June 2024.
- 95.3 This award rescinds and replaces the Crown Employees (Police Officers - 2021) Award as varied.

This award remains in force until varied or rescinded, the period for which it was made having already expired.

- 95.4 Except where inconsistent with this Award the provisions of any other existing Agreement or Determination will continue to apply.

PART B
MONETARY RATES

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

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

From the beginning of the first full pay period to commence on or after 1 July 2023 - 3.03%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	72,406	80,733
Constable Level 2	75,139	83,780
Constable Level 3	77,868	86,823
Constable Level 4	80,598	89,867
Constable Level 5	81,968	91,394

Senior Constable Level 1	90,171	100,541
Senior Constable Level 2 Step 1	91,530	102,056
Senior Constable Level 2 Step 2	91,530	102,056
Senior Constable Level 3 Step 1	95,632	106,630
Senior Constable Level 3 Step 2	95,632	106,630
Senior Constable Level 3 Step 3	95,632	106,630
Senior Constable Level 4 Step 1	101,097	112,723
Senior Constable Level 4 Step 2	101,097	112,723
Senior Constable Level 5 Step 1	103,827	115,767
Senior Constable Level 5 Step 2	103,827	115,767
Senior Constable Level 6	105,190	117,287
Leading Senior Constable Level 1 Step 1	108,538	121,020
Leading Senior Constable Level 1 Step 2	108,538	121,020
Leading Senior Constable Level 2	111,366	124,173
Sergeant 1st Year	106,562	118,817
Sergeant 2nd Year	106,562	118,817
Sergeant 3rd Year	112,023	124,906
Sergeant 4th Year	112,023	124,906
Sergeant 5th Year	116,119	129,473
Sergeant 6th Year	116,119	129,473
Sergeant 7th Year	121,589	135,572
Sergeant 8th Year	121,589	135,572
Sergeant 9th Year	122,951	137,090
Senior Sergeant 1st Year	121,589.00	135,572.
Senior Sergeant 2nd Year	121,589.00	135,572
Senior Sergeant 3rd Year	122,951.00	137,090
Senior Sergeant 4th Year	125,680.00	140,133
Senior Sergeant 5th Year	129,679.00	144,592

Table 2 - Detectives' Salaries

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

Detective Sergeant 4th Year	109,923	114,560	129,229
Detective Sergeant 5th Year	115,101	119,738	135,003
Detective Sergeant 6th Year	116,391	121,028	136,441
Detective Senior Sergeant 1st Year	115,101	119,738	135,003
Detective Senior Sergeant 2nd Year	116,391	121,028	136,441
Detective Senior Sergeant 3rd Year	118,974	123,611	139,321
Detective Senior Sergeant 4th Year	122,759	127,396	143,541

From the beginning of the first full pay period to commence on or after 1 July 2023 - 3.03%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 3 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	80,598	85,496	96,907
Detective 2nd Year	81,968	86,866	98,434
Detective 3rd Year	90,171	95,069	107,581
Detective 4th Year	91,530	96,428	109,096
Detective 5th Year	95,632	100,530	113,670
Detective 6th Year	101,097	105,995	119,763
Detective 7th Year	103,827	108,725	122,807
Detective 8th Year	105,190	110,088	124,327
Detective 9th Year	108,538	113,436	128,060
Detective 10th Year	111,366	116,264	131,213
Detective Sergeant 1st Year	106,562	111,460	125,857
Detective Sergeant 2nd Year	106,562	111,460	125,857
Detective Sergeant 3rd Year	112,023	116,921	131,946
Detective Sergeant 4th Year	116,119	121,017	136,513
Detective Sergeant 5th Year	121,589	126,487	142,612
Detective Sergeant 6th Year	122,951	127,849	144,130
Detective Senior Sergeant 1st Year	121,589	126,487	142,612
Detective Senior Sergeant 2nd Year	122,951	127,849	144,130
Detective Senior Sergeant 3rd Year	125,680	130,578	147,173
Detective Senior Sergeant 4th Year	129,679	134,577	151,632

Table 3 - Police Prosecutors Salaries

From the beginning of the first full pay period to commence on or after 1 October 2021- 2.04%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	76,297	84,882	95,324
Prosecutor 2nd Year	77,594	86,179	96,770
Prosecutor 3rd Year	85,359	93,944	105,428
Prosecutor 4th Year	86,646	95,231	106,863
Prosecutor 5th Year	90,529	99,114	111,193
Prosecutor 6th Year	95,702	104,287	116,961

Prosecutor 7th Year	98,287	106,872	119,843
Prosecutor 8th Year	99,577	108,162	121,281
Prosecutor 9th Year	102,747	111,332	124,816
Prosecutor 10th Year	105,424	114,009	127,801
Prosecutor Sergeant 1st Year	100,876	109,461	122,730
Prosecutor Sergeant 2nd Year	100,876	109,461	122,730
Prosecutor Sergeant 3rd Year	106,046	114,631	128,494
Prosecutor Sergeant 4th Year	109,923	118,508	132,817
Prosecutor Sergeant 5th Year	115,101	123,686	138,591
Prosecutor Sergeant 6th Year	116,391	124,976	140,029
Prosecutor Senior Sergeant 1st Year	115,101	123,686	138,591
Prosecutor Senior Sergeant 2nd Year	116,391	124,976	140,029
Prosecutor Senior Sergeant 3rd Year	118,974	127,559	142,909
Prosecutor Senior Sergeant 4th Year	122,759	131,344	147,129

From the beginning of the first full pay period to commence on or after 1 July 2023- 3.03%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	80,598	89,667	100,699
Prosecutor 2nd Year	81,968	91,037	102,226
Prosecutor 3rd Year	90,171	99,240	111,373
Prosecutor 4th Year	91,530	100,599	112,888
Prosecutor 5th Year	95,632	104,701	117,462
Prosecutor 6th Year	101,097	110,166	123,555
Prosecutor 7th Year	103,827	112,896	126,599
Prosecutor 8th Year	105,190	114,259	128,119
Prosecutor 9th Year	108,538	117,607	131,852
Prosecutor 10th Year	111,366	120,435	135,005
Prosecutor Sergeant 1st Year	106,562	115,631	129,649
Prosecutor Sergeant 2nd Year	106,562	115,631	129,649
Prosecutor Sergeant 3rd Year	112,023	121,092	135,738
Prosecutor Sergeant 4th Year	116,119	125,188.	140,305
Prosecutor Sergeant 5th Year	121,589	130,658	146,404
Prosecutor Sergeant 6th Year	122,951	132,020	147,922
Prosecutor Senior Sergeant 1st Year	121,589	130,658	146,404
Prosecutor Senior Sergeant 2nd Year	122,951	132,020	147,922
Prosecutor Senior Sergeant 3rd Year	125,680	134,749	150,965
Prosecutor Senior Sergeant 4th Year	129,679	138,748	155,424

Table 4 - Commissioned Officers' Salaries

From the beginning of the first full pay period to commence on or after 1 October 2021 - 2.04%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	143,814
Inspector 2nd Year	151,130
Inspector 3rd Year	161,183
Inspector 4th Year	166,429

Inspector 5th Year	168,952
Inspector 6th Year	172,882
Inspector 7th Year	179,428
Inspector 8th Year	182,056
Superintendent 1st Year	195,910
Superintendent 2nd Year	203,118
Superintendent 3rd Year	205,738
Superintendent 4th Year	208,358
Superintendent 5th Year	211,417
Superintendent 6th Year	214,912
Superintendent 7th Year	217,535
Superintendent 8th Year	223,546

From the beginning of the first full pay period to commence on or after 1 July 2023 – 3.03%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	151,920
Inspector 2nd Year	159,648
Inspector 3rd Year	170,269
Inspector 4th Year	175,811
Inspector 5th Year	178,476
Inspector 6th Year	182,627
Inspector 7th Year	189,542
Inspector 8th Year	192,318
Superintendent 1st Year	206,953
Superintendent 2nd Year	214,567
Superintendent 3rd Year	217,335
Superintendent 4th Year	220,103
Superintendent 5th Year	223,334
Superintendent 6th Year	227,026
Superintendent 7th Year	229,796
Superintendent 8th Year	236,147

Table 5 - Travelling Allowance and Motor Vehicle Allowances**Effective 1 July 2022**

Item 1

Capital Cities	Per Day \$
Adelaide	299.15
Brisbane	317.15
Canberra	310.15
Darwin	362.15
Hobart	289.15
Melbourne	315.15
Perth	322.15
Sydney	340.15

High cost country centres	Per day \$
Albany (WA)	321.15
Alice Springs (NT)	292.15

Armidale (NSW)	289.15
Ballarat (VIC)	301.15
Bathurst (NSW)	283.15
Bega (NSW)	287.15
Benalla (VIC)	285.15
Bendigo (VIC)	282.15
Bordertown (SA)	291.15
Bourke (NSW)	307.15
Bright (VIC)	309.15
Broken Hill (NSW)	294.15
Broome (WA)	362.15
Bunbury (WA)	299.15
Bundaberg (QLD)	289.15
Burnie (TAS)	306.15
Cairns (QLD)	305.15
Carnarvon (WA)	298.15
Castlemaine (VIC)	288.15
Chinchilla (QLD)	285.15
Christmas Island (WA)	340.15
Cobar (NSW)	286.15
Cocos (Keeling) Islands (WA)	473.15
Coffs Harbour (NSW)	290.15
Colac (VIC)	280.15
Dalby (QLD)	319.15
Dampier (WA)	317.15
Derby (WA)	312.15
Devonport (TAS)	300.15
Dubbo (NSW)	290.15
Emerald (QLD)	298.15
Esperance (WA)	304.15
Exmouth (WA)	332.15
Geelong (VIC)	291.15
Geraldton (WA)	307.15
Gladstone (QLD)	297.15
Gold Coast (QLD)	351.15
Gosford (NSW)	287.15
Griffith (NSW)	280.15
Halls Creek (WA)	312.15
Hervey Bay (QLD)	299.15
Horn Island (QLD)	437.15
Horsham (VIC)	296.15
Jabiru (NT)	358.15
Kalgoorlie (WA)	314.15
Karratha (WA)	357.15
Katherine (NT)	304.15
Kununurra (WA)	346.15
Launceston (TAS)	285.15
Lismore (NSW)	286.15

Mackay (QLD)	303.15
Maitland (NSW)	305.15
Mount Gambier (SA)	284.15
Mount Isa (QLD)	310.15
Mudgee (NSW)	306.15
Muswellbrook (NSW)	299.15
Newcastle (NSW)	327.15
Newman (WA)	381.15
Nhulunbuy (NT)	372.15
Norfolk Island (NSW)	332.15
Northam (WA)	331.15
Nowra (NSW)	289.15
Orange (NSW)	318.15
Port Hedland (WA)	317.15
Port Lincoln (SA)	312.15
Port Macquarie (NSW)	312.15
Port Pirie (SA)	292.15
Queanbeyan (NSW)	281.15
Queenstown (TAS)	278.15
Rockhampton (QLD)	281.15
Roma (QLD)	288.15
Shepparton (VIC)	292.15
Swan Hill (VIC)	296.15
Tennant Creek (NT)	288.15
Toowoomba (QLD)	286.15
Thursday Island (QLD)	400.15
Townsville (QLD)	285.15
Wagga Wagga (NSW)	296.15
Wangaratta (VIC)	300.15
Weipa (QLD)	332.15
Whyalla (SA)	287.15
Wilpena-Pound (SA)	335.15
Wollongong (NSW)	300.15
Wonthaggi (VIC)	302.15
Yulara (NT)	582.15
Tier 2 Country Centres	Per day \$
Albury (NSW)	265.45
Ararat (VIC)	265.45
Ayr (QLD)	265.45
Bairnsdale (VIC)	265.45
Ceduna (SA)	265.45
Charters Towers (QLD)	265.45
Cooma (NSW)	265.45
Cowra (NSW)	265.45
Echuca (VIC)	265.45
Goulburn (NSW)	265.45
Grafton (NSW)	265.45
Gunnedah (NSW)	265.45
Hamilton (VIC)	265.45

Innisfail (QLD)	265.45
Inverell (NSW)	265.45
Kadina (SA)	265.45
Kingaroy (QLD)	265.45
Maryborough (QLD)	265.45
Mildura (VIC)	265.45
Naracoorte (SA)	265.45
Nambour (QLD)	\$265.45
Narrabri (NSW)	265.45
Port Augusta (SA)	265.45
Portland (VIC)	265.45
Renmark (SA)	265.45
Sale (VIC)	265.45
Seymour (VIC)	265.45
Tamworth (NSW)	265.45
Taree (NSW)	265.45
Tumut (NSW)	265.45
Taree (NSW)	265.45
Tumut (NSW)	265.45
Warrnambool (VIC)	265.45
Wodonga (VIC)	265.45
Other Country centres	249.45

Item 2

Incidental expenses allowance - when claiming actual expenses - all locations \$21.30

Item 3

Meal allowances - when claiming actual expenses on overnight stays

Capital cities and high cost country centres

	\$
Breakfast	29.90
Lunch	33.65
Dinner	57.30

Tier 2 and other country centres

Breakfast	26.80
Lunch	30.60
Dinner	52.75

Item 4

Use of Private Motor Vehicle Cents per kilometre
\$

Official Business	78.00
Casual Rate	31.20
Motor Cycle Allowance (50% of the official business rate)	39.00

Table 6 - Remote Areas - Living Allowance

Item 1

With Dependents	Per Annum \$
Grade A	2,271
Grade B	3,013
Grade C	4,023

Item 2

Without Dependents	Per Annum \$
Grade A	1,586
Grade B	2,041
Grade C	2,818

Table 7 - Detectives' Special Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 October 2021 – 2.04%	2,028
From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%	2,079
From the beginning of the first full pay period to commence on or after 1 July 2023 - 3.03%	2,142

Table 8 - Prosecutors' Special Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 October 2021 – 2.04%	1,668
From the beginning of the first full pay period to commence on or after 1 July 2022 – 2.53%	1,711
From the beginning of the first full pay period to commence on or after 1 July 2023 - 3.03%	1,763

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

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

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

3 years after permanent appointment	6,935
5 years after permanent appointment	8,585

From the beginning of the first full pay period to commence on or after 1 July 2022 – 2.53%

	Per Annum \$
Grade 1 Six months following permanent appointment	1,356
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	2,031 2,370 2,705
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	3,389 4,064 4,754
Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	5,754 7,110 8,803

From the beginning of the first full pay period to commence on or after 1 July 2023 – 3.03%

	Per Annum \$
Grade 1 Six months following permanent appointment	1,397
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	2,093 2,441 2,787
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	3,492 4,188 4,898
Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	5,928 7,325 9,069

Table 10 - Forensic Services Group Expert Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 October 2021 - 2.04%	19,192
From the beginning of the first full pay period to commence on or after 1 July 2022 – 2.53%	19,678
From the beginning of the first full pay period to commence on or after 1 July 2023 - 3.03%	20,274

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

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

Professional/Academic Qualification	Per Annum \$
-------------------------------------	-----------------

Diploma in Criminology	398
Bachelor or Law Degree and Other relevant approved Degrees or Associate Diplomas or Associate Diploma in Justice Administration	792

With effect from 1 January 2002:

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

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

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

From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%

Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	23.01
Where the period advised to be on call is 24 hours, for each such period the rate is;	34.47
Vehicle Care as defined in 48.2	11.46

From the beginning of the first full pay period to commence on or after 1 July 2023- 3.03%

Where the period advised to be on call is between 2 ordinary shifts or less than for each such period the rate is;	23.12
24 hours, Where the period advised to be on call is 24 hours, for each such period the rate is;	34.64
Vehicle Care as defined in 48.2	11.52

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

Table 13 - Meal Allowances (Non-Commissioned Officers)

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

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

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

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

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

	\$
Breakfast	33.25
Lunch	33.25
Dinner	33.25
Supper	12.40

Table 14 - Stocking Allowance (Non-Commissioned Officers)

	Maximum Per Annum \$
Stocking Allowance	121.00

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

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

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

Table 16 - Special Operations Allowance

	Effective 1 July 2022
Senior Constable Level 3 (loaded hourly rate)	52.20
Incidental Allowance	21.30
Operations Allowance	10.00
Total	83.50

	Effective 1 July 2023
Senior Constable Level 3 (loaded hourly rate)	53.80
Incidental Allowance	21.30
Operations Allowance	10.00
Total	85.10

Table 17 - Tactical Operations Unit Allowance**Level 1 - Certified Level 1 TOU Operative**Per Annum
\$

On the attainment of Module 1 from the beginning of the first full pay period on or after 1 October 2021 - 2.04%	6,545
On the attainment of Module 1 from the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%	6,711
On the attainment of Module 1 from the beginning of the first full pay period to commence on or after 1 July 2023 - 3.03%	6,914

Level 2 - Certified Level 2 TOU OperativePer Annum
\$

On the attainment of Module 2 from the beginning of the first full pay period on or after 1 October 2021 - 2.04%	13,090
On the attainment of Module 2 from the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%	13,442

On the attainment of Module 2 from the beginning of the first full pay period to commence on or after 1 July 2023 - 3.03 %	13,828
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Level 3 - Certified Level 3 TOU Operative/Experienced Operative

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

	Per Annum \$
From the beginning of the first full pay period on or after 1 October 2021 – 2.04%	16,362
From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.5.3%	16,776
From the beginning of the first full pay period to commence on or after 1 July 2023- 3.03%	17,284

SCHEDULE 1

Crown Employees (Police Officers - 2009) Award - History

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

Crown Employees (Police Officers - 2013) Award - History

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

Crown Employees (Police Officers - 2014) Award - History

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

Crown Employees (Police Officers - 2017) award - History

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

Crown Employees (Police Officers - 2021) award - History

Date Published	Volume	Publication No.	Description
3 December 2021	391	C9343	Award
20 March 2023	393	C9608	Variation
24 March 2023	393	C9616	Variation

Printed by the authority of the Industrial Registrar.

(1920)

SERIAL C9641

ROADS AND MARITIME SERVICES CONSOLIDATED SALARIED AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 5 May 2023.

E. ROBINSON, *Industrial Registrar*.

Schedule of Variations Incorporated

Award/Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9294	10/09/21	1 July 2021	390	386
C9295	10/09/21	1 July 2019	390	414
C9513	16/12/22	1 July 2022	393	844

AWARD

Arrangement

PART A - CORE CONDITIONS

SECTION 1 - APPLICATION, OPERATION AND GENERAL PROVISIONS

Clause No.	Subject Matter
1.	Definitions
2.	Title
3.	Area, Incidence and Duration
4.	No Extra Claims
5.	Dispute Settlement Procedure
6.	Grievance Procedure
7.	Consultation and Significant Workplace Change
8.	Trade Union Activities
9.	Work Environment
10.	Anti-Discrimination
11.	Diversity
12.	Negotiation of Next Award

SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS

13.	Forms of Employment
14.	Probationary Period
15.	Secure Employment
16.	Notice of Termination of Employment
17.	Abandonment of Employment

SECTION 3 - SALARIES, ALLOWANCES AND RELATED MATTERS

18. Classifications and Rates of Pay
19. Higher Duties
20. Travelling Compensation
21. Allowances

SECTION 4 - LOCAL ARRANGEMENTS, HOURS OF WORK, OVERTIME, SHIFTWORK AND RELATED MATTERS

22. Local Arrangements
23. Hours of Work
24. Shift Work
25. Overtime
26. Flexible Working Practices

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS

27. Annual Leave
28. Sick Leave
29. Carer's Leave
30. Family and Community Service Leave
31. Parental Leave
32. Breastfeeding Breaks
33. Extended Leave
34. Special Leave
35. Examination and Study Leave
36. Military Leave
37. Purchased Leave
38. Observance of Essential Religious and Cultural Obligations
39. Leave for Matters Arising from Domestic and Family Violence
40. Leave Without Pay
41. Public Holidays

PART B - SPECIFIC PROVISIONS**SECTION 6 - SPECIFIC PROVISIONS FOR SALARIED EMPLOYEES**

42. Compliance Operations Inspectors (COIs) and Compliance Operations Managers
43. Hours of Work and Additional Conditions for Telephone Customer Service Centre Employees
44. Hours of Work and Additional Conditions for Drives Help Desk Employees
45. Hours of Work and Additional Conditions for Work Support Employees
46. Hours of Work for Traffic Supervisors
47. Hours of Work and Additional Conditions for Senior Coordinator Customer & Network Operations, Customer & Network Operations Coordinator and Traffic Commanders
48. Hours of Work and Additional Conditions for Shift Managers and Operations Coordinators in the RTOC

49. Hours of Work and Additional Conditions for Sydney Harbour Bridge Control Room Employees

SECTION 7 - SPECIFIC PROVISIONS FOR PROFESSIONAL ENGINEERS

50. Shift Work Definitions
51. Call Out/Call Back
52. Specialist Engineers
53. Recognition of Professional Engineering Skills
54. Professional Development
55. Professional Engineer Development Program (PEDP)
56. Knowledge Transfer
57. Women in Engineering
58. Consultation
59. Part-Time Employment
60. Hours for Full-Time Employees
61. Minimum Rest Period When Working Overtime
62. Disturbance Allowance
63. Leave Without Pay

SECTION 8 - SPECIFIC PROVISIONS FOR MARITIME EMPLOYEES

64. Hours of Work
65. Maritime Trainees Ordinary Hours of Work
66. Additional Hours
67. Overtime
68. Fitness for Duty
69. Allowances
70. Conditions Applicable to Managers in Operations and Compliance Branch at Salary Levels Ma16a, Ma16aa Ma17a and Ma17aa.
71. Conditions Applicable to Senior Boating Safety Officers (SBSOs), Boating Safety Officers (BSOs) and Boating Education Officers (BEOs)
72. Conditions Applicable to Team Leaders Environmental Services (TLES) and Environmental Services Officers (ESOs).
73. Conditions Applicable to the Payment of Annualised Salaries
74. Competency Progression of Maritime Employees
75. Change of Position
76. Specific Provisions for Special Aquatic Events
77. Professional Development for Maritime Employees

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

PART 1 - Salaried Employee Classifications (including Compliance Operations Inspectors)

PART 2 - Professional Engineers Professional Engineers Level Descriptions

PART 3 - Maritime Employee Classifications

SCHEDULE B - ALLOWANCES AND EXPENSES

APPENDIX A

APPENDIX B
Grievance Management Procedure**PART A - CORE CONDITIONS****SECTION 1 - APPLICATION, OPERATION AND GENERAL PROVISIONS****1. Definitions**

Accrued Day Off (ADO) means a day, not being a holiday, that an Employee has off duty arising from working additional hours over a roster cycle to accrue a day off.

Act means *Transport Administration Act 1988* (NSW)

BSO - means a Boating Education Officer, Boating Safety Officer or Senior Boating Safety Officer in Maritime.

Cadet means a person completing a four year engineering degree course, or equivalent, at a recognised Australian University.

Call-out/Call-back means a call or direction to return to work to attend to an emergency or breakdown.

Casual means a person who is employed and paid by the hour with no guaranteed hours of work and whose employment terminates at the end of each engagement, as specified by subclause 13.5.

COI means a Compliance Operations Inspector (formerly Enforcement Operations Inspector (EOI) and Inspector Vehicle Regulator (IVR).

Continuous Shift Work means a pattern of work designed to cover the business operations with consecutive shifts of Employees throughout 24 hours per day, for a period of at least six consecutive days without interruption, except during breakdowns, meal breaks or owing to unavoidable causes beyond the Employers' control.

Crib break or a paid meal break means a break which is treated as time worked, where Employees remain available to carry out duties.

Day Worker means an Employee whose ordinary hours of work are set out in clause 23.

Dispute Settlement Procedure (DSP) means the procedure outlined in clause 5.

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

Employee means a person employed as a member of the Transport Service in the RMS Group and covered by this Award.

Employee's Representative means a person of the Employee's choice, who may be a union official, appointed by the Employee to represent them, concerning matters at work.

Employer means the Secretary of the Department of Transport in accordance with s.68C(3) of the Act.

ESO means an Environmental Service Officer.

Extended Leave means long service leave as provided by clause 33.

FACSL means Family and Community Service Leave as provided by clause 30.

Family Member means:

- (a) a spouse of the Employee;
- (b) de facto spouse, who, who lives with the Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee.
- (c) a child or adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the Employee or of the spouse or de facto spouse of the Employee.
- (d) a relative of the Employee who is a member of the same household, where for the purposes of this definition:
 - (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.

Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member) or, attending to unplanned or unforeseen family responsibilities (such as attending a child's school for an emergency reason or emergency cancellations by child care providers).

Field Work means work which is not incidental to the Employee's current role and is undertaken away from the Employee's Headquarters.

Flexitime means a flexible system of arranging working hours that includes the ability for Employees to accrue and take flex leave in accordance with this Award.

Full-Time Employee means a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in subclause 23.2

General Provisions means those provisions referred to in Part A, Core Conditions, of this Award.

Graduate Engineer means a Professional Engineer who is participating in the Employer's Entry Level Talent Program (or equivalent).

Headquarters means the centre to which an Employee's position is attached for administrative purposes.

Hourly Rate means the rate payable for one hour worked calculated by dividing the weekly rate by 35 or 38 depending upon the ordinary hours applicable to each classification.

Hours of Work means the Ordinary Hours Employees are required to work.

IRC means Industrial Relations Commission of New South Wales.

Letter of appointment means the letter sent to Employees offering them employment in the RMS Group.

Leave Year means, for the calculation of annual leave loading, the year commencing on 1 December each year and ending on 30 November of the following year.

Local Holiday means a holiday which is declared as an additional public holiday for a specified part of the State under the *Public Holidays Act 2010* (NSW). It does not include Local Event Days unless such days have been gazetted as a public holiday for the local area.

LWOP means Leave Without Pay.

Major Transport Disruption means a major transport incident such as a derailment or a motor vehicle accident resulting in significant delays to the travelling public.

Maritime Employees means those Employees assigned to positions within the structure of Maritime; excluding Transport Service senior executives and Transport Service senior managers as defined by section 68D of the Act.

MESO means Maritime Environmental Services Officer.

Official Business Rate means the rate Employees are paid for using a private vehicle on official business when:

- (iv) no Employer owned vehicle is available; or
- (v) no hire car is available; or
- (vi) no public or other transport is available; or
- (vii) Employees are unable to use public or other transport because of a disability; or
- (viii) Employees are requested to use the vehicle and agree to do so; or
- (ix) Employees are required to do so as specified by subclause 21.5.10 (Transfer of Dependents), or when the Employer approves use of a private vehicle when other forms of transport are available for travel to a temporary work location.

On Call means a direction to be available outside ordinary hours to provide a response to an emergency/breakdown.

Ordinary rate of pay means the base rate Employees are paid on an hourly basis, according to their hours of work and their annual salary.

Overtime means time which Employees work outside their ordinary hours as per clause 25.

P and MA Act shall mean the *Ports and Maritime Administration Act 1995* (NSW).

Part-Time Employee means a person employed in accordance with subclause 13.4 and who has hours of work that are less than those of full-time Employees.

Permanent residence means where an Employee lives.

Personal salary means, for Maritime Employees, any salary in excess of the value of the position as determined by the process of job evaluation or, for those Employees who moved from the Award system into the MSB Enterprise Agreement interpolated/alterd rate which resulted from redeployment or transfer at the time of transition.

Professional Engineer means an Employee who holds an undergraduate degree in engineering (4 or 5 year course) from an Australian university or equivalent, as recognised by Engineers Australia. For the purposes of entitlement in this Award, excluding Schedule A, Part 2, Professional Engineer includes Cadet and Graduate Engineer.

Professional Engineering Duties means duties, any portion of which are required to be carried out by Employees who have qualifications as a Professional Engineer.

Regular Aquatic Event means an event that occurs on a regular basis and is included in the annual event calendar, for example Boxing Day, New Year's Eve and Australia Day.

RMS Group means the group of staff designated by the Secretary of the Department of Transport in accordance with the Act as being part of the RMS Group who are not part of any other Group of Staff. A Memorandum of Understanding dated 31 July 2019 between the Secretary of the Department of Transport and the Secretary of

Unions NSW applies to any proposed changes to an employee's designation as being part of the RMS Group throughout the life of this Award. In the event of any dispute about the Memorandum of Understanding, clause 5, DSP applies.

Rostered Day Off (RDO) means the day that an Employee has off duty in accordance with the rostering arrangements in their area of operation.

Salaried Employee means those Employees employed in the Salaried Classifications in Schedule A, Part 1, of this Award. Unless specified otherwise, it includes Compliance Operations Inspectors.

Saturday means the period between 12 midnight Friday and 12 midnight Saturday.

Shift means a turn of duty during which work is performed.

Shift loading means a payment for working shifts other than day shift, as specified in subclause 24.3, to compensate for the inconvenience of hours worked.

Shift work means a pattern of work in which the ordinary hours may be performed outside standard hours, as per subclause 24.2.

Special Aquatic Event means a unique aquatic event that is not regularly included in the annual event calendar and occurs outside of the events currently supported by on-water Employees. For example, Sydney Harbour Fleet Review was deemed to be a Special Aquatic Event.

Specialist Engineer means a Professional Engineer who has additional qualifications or skills as determined by the process defined in Clause 52.

Specific Provisions means those provisions contained in Part B of this Award and which apply to the relevant specified classifications.

Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.

Temporary Employee means an Employee employed for a specific period of time or project as prescribed in subclause 13.6.

Temporary work location means the place where Employees temporarily perform their ordinary work if required to work away from their headquarters.

Time Credit means the amount of time worked in a settlement period that exceeds the ordinary hours of work, under a flexitime arrangement.

TL ES means Team Leader Environmental Services.

Trainee means an Employee engaged under a recognised traineeship.

Traineeship means a structured training program, lasting up to 24 months that combines practical experience at work and training with a Registered Training Organisation (RTO).

Transport Service means the Transport Service of New South Wales established by the *Transport Administration Act 1988* (NSW).

Union means an organisation of Employees registered under the *Industrial Relations Act 1996* (NSW).

Weekly Rate means the calculation arrived at by dividing the annual salary by 52.17857.

2. Title

This Award shall be known as the Roads and Maritime Services Consolidated Salaried Award 2019.

3. Area, Incidence and Duration

3.1 This Award Shall Apply to:

- (a) the Employer; and
- (b) Employees employed in the classifications covered by this Award.

3.2 Parties to this Award are:

- (a) the Employer;
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- (c) the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) (APESMA) (also referred to as Professionals Australia);
- (d) the Australian Services Union of NSW (ASU);
- (e) Australian Maritime Officers' Union of New South Wales (AMOU);
- (f) Australian Institute of Marine and Power Engineers New South Wales District (AIMPE); and
- (g) the Seamens' Union of Australia, New South Wales Branch (MUA).

3.3 This Award rescinds and replaces the Roads and Maritime Services Consolidated Salaried Award 2017 published 6 April 2018 (382 I.G. 988).

This Award comes into effect on 1 July 2019 and will remain in force until 30 June 2022.

Any specific provisions contained in Part B of this Award shall take precedence to the extent of any inconsistency over the general provisions contained in Part A of this Award.

This Award remains in force until varied or rescinded, the period for which it was made already having expired.

4. No Extra Claims

4.1 Until 30 June 2023, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the Employees covered by the Award by a party to this Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those Employees will be instituted before the IRC, by a party to this Award.

4.2 The date of subclause 0 does not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of Award provisions.

4.3 Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (NSW) are not prohibited by this clause.

5. Dispute Settlement Procedure

5.1 The purpose of this procedure is to ensure that disputes are resolved as quickly and as close to the source of the issue as possible. This procedure requires that there is a resolution to disputes and that while the procedure is being followed, work continues normally.

5.2 Subject to Clause 4.1, this procedure shall apply to any Dispute that arises about the following:

- (a) matters pertaining to the relationship between the Employer and Employees;
- (b) matters pertaining to the relationship between the Employer and the union parties to this award which pertain to the Award and/or the relationship between the Employer and Employees; or
- (c) the operation and application of this Award.

5.3 Any Dispute shall be resolved according to the following steps:

STEP 1: Where a Dispute arises it shall be raised in the first instance in writing by the Employee(s) or their Union delegate directly with the Employer. The Employer shall provide a written response to the Employee(s) or their Union delegate concerning the dispute within 48 hours of receipt of the Dispute notification advising them of the action being taken. The status quo before the emergence of the dispute shall continue whilst the DSP is being followed. For this purpose, "status quo" means the work procedures and practices in place immediately prior to the change that gave rise to the dispute.

STEP 2: If the Dispute remains unresolved, or if the Dispute involves matters other than local issues, the Director Industrial and Workforce Relations or their nominee, a divisional management representative and the Employee(s) and/or the Employee(s) representative, Union delegate or official shall confer and take appropriate action to arrive at a settlement of the matters in dispute within 72 hours of the completion of Step 1 or the Director Industrial and Workforce Relations being notified of a dispute involving other than local issues.

STEP 3: If the Dispute remains unresolved, each party to the Dispute shall advise in writing of their respective positions and negotiations about the dispute will be held between the Employee representative(s) or Union official, the Secretary or their nominee who will meet and conclude their discussions within 48 hours.

STEP 4: If the Dispute remains unresolved any party may refer the matter to the IRC for conciliation. If conciliation does not resolve the Dispute the matter shall be arbitrated by the IRC.

5.4. By mutual agreement confirmed in writing, Step 3 outlined above may be avoided, and the parties to the dispute may seek the assistance of the IRC in the terms outlined at Step 4.

5.5. The referral of the Dispute to the IRC must take place within 72 hours of completing Step 3. A copy of the notification must be forwarded to all relevant parties to the Dispute. Any Dispute that is not so referred will be deemed to be no longer a matter in dispute.

5.6. The parties to the Dispute may extend the timeframe of Steps 2 - 4 by agreement. Such agreement shall be confirmed in writing.

5.7. All timeframes above are exclusive of weekends and public holidays.

5.8. The Employer can raise a Dispute using the same process as in 5.3 but reversing the roles of the Employee or Union and the Employer in the process.

5.9 Safety Issues

Matters which are based on a reasonable concern by an Employee about an imminent risk to an Employee's health or safety shall be excluded from the DSP. Where a matter is raised involving such an issue, the Employee shall agree to comply with a direction by the Employer to perform other available work which is safe and reasonable and within their skills and competence with no reduction in the rostered rate of pay of the Employee while the alternative work is being performed.

6. Grievance Procedure

- 6.1 A grievance is a personal concern about work or the work environment for which Employees seek hearing or resolution.
- 6.2 A grievance may, for example, relate to:
- (a) allocation of work or development opportunities,
 - (b) a perceived denial of an entitlement, or
 - (c) suspected discrimination or harassment.
- 6.3 The RMS Group's Grievance Management Procedure, as amended by the Employer from time to time, is to be followed when a grievance arises. The Procedure as at 20 August 2021 is at Appendix B of this Award.
- 6.4 While the Grievance Management Procedure is being followed, normal work is to continue.

7. Consultation and Significant Workplace Change

- 7.1 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees. This includes but is not limited to, monthly Peak Consultative Committee meetings unless varied by agreement.
- 7.2 The Employer is committed to consultation on workplace policies and such policies will continue to have effect until such time as the Employer amends, replaces or rescinds policy.
- 7.3 The Consultative Committee will also consider strategic workforce planning and implementation issues. Relevant information will be provided to the Unions to facilitate these discussions such as:
- (a) Divisional organisation structures;
 - (b) Establishment details showing position by classification by Division, grade and location;
 - (c) Available breakdown figures for full time, part time, casual and temporary employees, as well as numbers, usage and length of hire of contractors and labour hire.
 - (d) Other relevant information concerning the Employer's use of contractors, supplementary labour, and project work.
- 7.4 The Employer is committed to implementing change in accordance with the NSW Public Service Agency Change Management Guidelines to improve the process of assisting employees when impacted by reform. When developing a plan for change, the Employer will address the impact on affected employees in accordance with the above Guidelines and clause 0.
- 7.5 Employer to Notify
- (a) Where the Employer intends to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer undertakes to notify the employees who may be affected by the proposed changes and the relevant Branch or State Secretary of the Union(s).
 - (b) Without limiting the generality thereof, significant effects includes termination of employment, changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or relocation or transfer of employees to other work or locations, the restructuring of jobs, changes to the working arrangements of Employees,

changes to employment conditions (for example, due to legislative or regulatory change), the use of contractors to perform work normally performed by employees covered by this Award and the legal or operational structure of the business.

7.6 Employer to Consult

- (a) The Employer undertakes to discuss with the Employees affected and the Union(s) in good faith the introduction of any change referred to in subclause 0, the effects the changes are likely to have on Employees, measures to avert or mitigate any adverse effects of such changes on Employees and to give prompt consideration to matters raised by the Employees and/or the Union in relation to the changes.
- (b) The discussion shall commence as early as practicable and before the Employer has made a final decision to adopt and implement any changes referred to in subclause 7.5. For the purposes of such discussion, the Employer undertakes to provide in writing to the Employees concerned and the Union, appropriate relevant information about such changes including the nature of the proposed changes, what they are intended to achieve and the expected effects of the changes on Employees.
- (c) The Employees will be given an opportunity and sufficient time in which to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
- (d) The Employer will genuinely consider and respond in writing to any feedback provided by Employees and the Employer Representatives.
- (e) The Employer will consult with Employees and Employee representatives and other parties to this award prior to the introduction of any technological change that impacts on work arrangements of Employees.
- (f) Where, subject to the provisions of this Clause, the Employer makes a final decision to implement change in the workplace and the Union disagrees with that decision, subject to there being no stoppage of work as a result of the decision of the Employer, the Union may refer the matter in dispute to the NSW Industrial Relations Commission for conciliation and/or arbitration in accordance with the DSP in clause of this Award.

8. Trade Union Activities

- 8.1 The Employer acknowledges that Union delegates represent and speak on behalf of members in the workplace and that their representation rights in relation to matters that pertain to the employment relationship are integral to the proper operation of the DSP contained at clause 5 of this Award.
- 8.2 The Employer acknowledges the requirements under section 210 of the *Industrial Relations Act 1996* (NSW) in relation to the role of Union delegates.
- 8.3 Accordingly the Employer will allow Union delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
 - (a) represent members in bargaining;
 - (b) represent the interests of members to the Employer;
 - (c) address new Employees about the benefits of union membership at the time that they enter employment;
 - (d) consult with union members and other Employees for whom the delegate is a representative; and
 - (e) place union information on a union noticeboard in a readily accessible and visible location.

- (f) Advise the parties to the Award of the details of upcoming induction sessions for new employees in sufficient time to enable the parties to arrange representation at the sessions.
- 8.4 Union delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with the Employer or disciplinary or grievance meetings where a union member requires the presence of a union delegate, where operational requirements allow the taking of such time.
- 8.5 Where a workplace meeting is called with the Employer, including meetings under the DSP, Union delegates that attend will be paid by the Employer any travel and/or accommodation costs necessarily and reasonably incurred.
- 8.6 Union delegates must give reasonable notice to the Employer of the requirement to attend a meeting arising as a result of the operation of the DSP. Unless not otherwise possible a Union delegate should not interrupt Employees who are undertaking their work duties.
- 8.7 Special leave with pay will be granted for the following activities undertaken by a Union delegate as specified below:
- (a) annual or biennial conferences of their own Union, Unions NSW or the Australian Council of Trade Unions (ACTU);
 - (b) attendance at meetings called by Unions NSW involving the Unions which requires attendance of a delegate;
 - (c) attendance at their Unions National Executive, State Executive, Divisional Committee of Management (or equivalent), National Council or State Council;
 - (d) giving evidence before an Industrial Tribunal or in another jurisdiction in proceedings as a witness for the Union, briefing counsel, appearing as an advocate on behalf of a Union or assisting Union officials with preparation of cases; and
 - (e) attendance at meetings as a member of a vocational or industry committee.
- 8.8 Employees who are members of a Union will be granted Special Leave with pay up to 12 working days in any period of 2 years to attend training courses endorsed by their Union, Unions NSW or the ACTU, subject to:
- (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of a relief Employee;
 - (b) all travelling expenses being met by the Employee or the Union;
 - (c) attendance being confirmed in writing by the Union or a nominated training provider.
- 8.9 The Employer must be notified in writing by the Union or, where appropriate, by the Union delegate as soon as the date and/or time of the meeting, conference, training or other accredited activity referred to above is known.
- 8.10 Any payment to an Employee as a result of performing duties or taking leave in accordance with this clause will be paid at ordinary time rates.
- 8.11 If a delegate undertakes duties in accordance with this clause while on leave, the Employer will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.

8.12 Union Delegates' access to the Employer's facilities

- (a) The Employer will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of carrying out work as a Union delegate and consulting/meeting with workplace colleagues in accordance with this provision.
- (b) The Employer shall provide a notice board for the display of authorised material in each workplace in a readily accessible and visible location.

8.13 Employees on loan to Unions - Subject to the operational requirements of the workplace, on loan arrangements will apply as follows:

- (a) Employees loaned to a Union party to this Award on a temporary basis may perform work at the Union when it makes application to the Employer because:
 - (i) it needs the Employee's services, or
 - (ii) the Employee is a member of the Executive or Council of the Union and is required by the Union to undertake a country tour.
- (b) When proceeding to work at the Union, Employees must complete a leave form in the usual manner which shows the reason for absence as "On loan to the relevant union."
- (c) When performing work for the Union, the following applies:
 - (i) the period of the loan counts for service in respect of all entitlements,
 - (ii) the Employee remains on the Employers' payroll,
 - (iii) the Employer will seek reimbursement from the Union at regular intervals of all salary and associated on costs, including superannuation. The Union is required to meet such costs as specified by NSW Treasury from time to time,
 - (iv) if the Employee wishes to apply for leave whilst at the Union they should make application for leave to the Employer in the usual manner.

9. Work Environment**9.1 Workplace Health and Safety - The parties to this Award are committed to achieving and maintaining accident-free and healthy workplaces through:**

- (a) the development of policies and guidelines on Workplace Health, Safety and Rehabilitation;
- (b) assisting to achieve the objectives of the *Work Health and Safety Act 2011* (NSW) and the Work Health and Safety consultative arrangements in the workplace; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;
- (c) identifying training strategies for Employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
- (d) developing strategies to assist the rehabilitation of injured Employees.

9.2 The Employer will allow Employees elected as committee members and Health and Safety Representatives (HSR), reasonable time during working hours to attend meetings of the workplace's Workplace Health and Safety Committee and participate in all official activities relating to the functions and responsibilities of a Workplace Health and Safety Committee Member and or HSRs.

- 9.3 Equality of Employment and Elimination of Discrimination - The parties to this Award are committed to providing a work environment which promotes the achievement of equity, access and elimination of discrimination in employment.
- 9.4 Harassment-free Workplace - Harassment on the grounds of sex, race, marital or domestic status, physical or mental disability, sexuality, transgender identity, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977* (NSW). The Employer and Employees are required to refrain from, or be party to, any form of harassment in the workplace.

10. Anti-Discrimination

- 10.1 It is the intention of the Employer to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital or domestic status, disability, homosexuality, transgender identity, age and responsibilities as a carer and any other ground provided for in the *Anti-Discrimination Act 1977* (NSW) or applicable Commonwealth anti-discrimination legislation.
- 10.2 It follows that in fulfilling their obligations under clause 5 DSP of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 10.3 Under the *Anti-Discrimination Act 1977* (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.
- 10.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56 (d) of the *Anti-Discrimination Act 1977* (NSW);
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 10.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- 10.5.1 Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.
- 10.5.2 "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

11. Diversity

- 11.1 The Employer is committed to building a culture that plans for and encourages diversity. The Employer recognises that a diverse workforce benefits our Employees and customers.
- 11.2 To this end, the parties will work together during the life of the Award on proposals for promoting, developing and retaining a diverse workforce, including:
- (a) programs aimed at professional development and leadership development; and

- (b) promoting flexible working arrangements amongst staff and managers - including part time and job sharing arrangements - that support personal and professional needs, subject to the ability of the Employer to meet customer service, operational and business requirements.
- 11.3 The Employer will report on the progress of Diversity and Inclusion initiatives for employees covered by this award. This information is to be provided at the PCC.
- 11.4 The Employer will ensure that Workplace Change, as defined by clause 7.5(a), will not disadvantage diversity groups.

12. Negotiation of Next Award

- 12.1 The parties agree to begin negotiations for the next Award no later than six months prior to the nominal expiry date of this Award.

SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS

13. Forms of Employment

- 13.1 The Employer will use direct permanent employment as the preferred and predominant staffing option.

13.2 Basis of Employment

Employees are employed on either a full-time, part-time, casual or temporary employment basis.

13.3 Full-Time

A Full-Time Employee is an Employee employed to work the relevant full-time hours.

13.4 Part-Time

- (a) A Part-Time Employee shall be engaged to work fewer contracted ordinary hours than the ordinary hours of a Full-Time Employee in the same classification. Part-time Professional Engineers must work a minimum of 3 hours per day.
- (b) Part-Time work may be undertaken with the agreement of the Employer. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.
- (c) Part-Time Employees shall be paid at the same hourly rate as a Full-Time Employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award.
- (d) Part-Time Employees receive entitlements on a pro rata basis calculated according to the number of hours an Employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- (e) Subject to any specific provisions, the Employer may request, but not require, a Part-Time Employee to work additional hours or overtime in excess of their contract hours.
- (f) Subject to subclause 13.4(h), Salaried Employees and Professional Engineers who work on a Part-Time basis who work in excess of their usual daily hours may elect to:
 - (i) be paid at the ordinary rate of pay plus a loading of 1/12th for such additional hours in lieu of accrual of annual leave (5/47th loading for Employees entitled to 5 weeks annual leave) up to a maximum which is equal to the daily hours of Full-Time Employees in the relevant classification; or
 - (ii) have the additional hours counted for the accrual of annual and sick leave.

- (g) Subject to subclause 13.4(h), Maritime Employees who are part-time and work additional hours shall, subject to the specific provisions in this Award, be paid at the ordinary rate of pay for such hours and such time shall count for the purposes of annual leave accruals.
- (h) Part-Time Employees who work overtime, that is hours where an equivalent Full-Time Employee is entitled to overtime payments, shall be entitled to the same rate of overtime pay and conditions of overtime as those of their Full-Time equivalent.
 - (i) Part-Time Employees may work, with approval of the Employer, under a flexitime arrangement as set out at subclause 23.2. Any work performed within the normal bandwidth is paid at the ordinary rate and any hours worked outside the bandwidth is paid at the applicable overtime rate which is applicable to full time Employees in the relevant classification. The provisions of clause 25.2(c) also apply.

13.5 Casual Employment

- (a) Employees may be employed on a casual basis:
 - (i) to carry out work that is irregular or intermittent, or
 - (ii) to carry out work on a short-term basis, or
 - (iii) to carry out urgent work or to deal with an emergency, and
 - (iv) must possess the qualifications required of a permanent Employee in the same classification.
- (b) Casual Employees are employed on an hourly basis for a minimum of three hours per engagement.
- (c) Casual Employees who work less than three hours per engagement are paid for three hours.
- (d) Casual Employees are paid at the ordinary hourly rate applicable to the first year of the base grade of their classification.
- (e) Casual Employees shall be paid a loading on the appropriate ordinary hourly rate of pay of 17% in recognition of the casual nature of the employment and compensate the Employee for all leave, other than annual leave and extended leave, and all incidences of employment, except overtime and penalty rates.
- (f) Casual Employees shall also receive a 1/12th loading in lieu of annual leave.
- (g) Casual Employees will be entitled to overtime payments when they are required to work hours that would normally attract overtime payments for full-time Employees in accordance with clause 25, Overtime or, for Maritime Employees, clause 67, Overtime. Casual Employees are similarly entitled to attract Shift Work penalty in accordance with clause 24, Shift Work and allowances (except for Transfer Allowances) as set out in clause 21, Allowances.
- (h) The following provisions do not apply to Casual Employees (unless specified otherwise):
 - (i) Clause 14 (Probationary Period);
 - (ii) Clause 16 (Notice of Termination of Employment);
 - (iii) Subclause 21.5 (Transfer Allowances);
 - (iv) Section Five (Leave and Public Holidays);

13.6 Temporary Employment

- (a) A Temporary Employee shall be entitled to the same salary and conditions as permanent Employees in the same classification.
- (b) Temporary Employees are not entitled to redundancy payments.
- (c) Subject to subclause (d) an engagement of a Temporary Employee may be for a fixed period of not more than 24 months, for a specific project, or for parental leave relief of not more than 24 months, on either a full-time or part-time basis.
- (d) Where a Temporary Employee is engaged for a fixed period of more than 24 months the Employee will be made permanent.

13.7 Trainees

Employees who are undergoing a recognised Traineeship shall be paid according to the Crown Employees (Public Service Training Wage) Reviewed Award 2008, as amended from time to time.

14. Probationary Period

- 14.1 Subject to subclauses 14.2 all new Employees, other than Employees who immediately prior to their employment with the Employer were employed in the NSW Public Sector, will be subject to a probationary period of 3 calendar months, unless they are employed in a position which, due to the nature of the work or compulsory training, has a probationary period of six months.
- 14.2 Engineering Cadets and COIs are subject to a probation period of 12 months.
- 14.3 Prior to the conclusion of the probationary period, the Employer may either:
 - (a) confirm appointment;
 - (b) extend the probationary period once up to a maximum of 3 months; or
 - (c) annul the probationary appointment.

15. Secure Employment

15.1 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.

15.2 Casual Conversion

- (a) A Casual Employee engaged by the Employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) The Employer of such a Casual Employee shall give the Employee notice in writing of the provisions of this subclause within four weeks of the Employee having attained such period of six months. However, the Employee retains his or her right of election under this subclause if the Employer fails to comply with this notice requirement.

- (c) Any Casual Employee who has a right to elect under subclause (b), upon receiving notice under subclause (b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the Employee, the Employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the DSP.
- (d) Any Casual Employee who does not, within four weeks of receiving written notice from the Employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a Casual Employee has elected to become and been converted to a Full-Time Employee or a Part-Time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- (f) If a Casual Employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause (b), the Employer and Employee shall, in accordance with this subclause, and subject to subclause (b), discuss and agree upon:
- (i) whether the Employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);
- Provided that an Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the Employer and the Employee.
- (g) Following an agreement being reached pursuant to subclause (f), the Employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the DSP.
- (h) An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

15.3 Work Health and Safety

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

services or to produce a specific outcome or result for that other Employer which might otherwise have been carried out by that other Employer's own Employees.

- (b) If the Employer engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises the Employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- (i) consult with Employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
 - (ii) provide Employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such Employees to perform their jobs safely;
 - (iii) provide Employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own Employees; and
 - (iv) ensure Employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 15.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* (NSW) or the *Workplace Injury Management and Workers Compensation Act 1998* (NSW).

15.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the DSP of this Award.

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

15.6 Contractors and Labour Hire

- (a) Consistent with subclauses 15.1 and 13.1 of this Award, the Employer acknowledges the importance of security of employment and will use direct permanent employment as the preferred and predominant staffing option for the Employer.
- (b) The Employer recognises that the use of contractors and labour hire may affect the job security and capability development opportunities of Employees covered by this Award.
- (c) In considering whether to engage contractors or labour hire employees, the Employer will consider and seek to utilise any existing Employees within the organisation who are suitable and/or available to carry out the work and/or there is a pressing need to meet business requirements.
- (d) On being advised or otherwise becoming aware that a contractor, sub-contractor or labour hire company is not paying modern award or other relevant industrial instrument rates, providing modern award or other relevant industrial instrument conditions or complying with any other statutory provisions, the Employer will take the necessary action to ensure that the situation is immediately rectified. Should the contractor, sub-contractor or labour hire company continue to breach the provision then the Employer will ensure that appropriate action including termination of contract is implemented, if appropriate.

15.7 Transmission of Business

- (a) In the event that the Employer has reached a decision to transfer or outsource part of the business, the Employer will consult in accordance with clauses 7 and 15.8 (where appropriate) of

this Award. Consultation will commence as soon as practicable after the Employer has reached its decision.

- (b) The Employer will comply with the relevant and applicable legislative provisions in respect of any proposed transmission of business.

15.8 Contracting Out Work

- (a) Application and definition

For the purpose of this subclause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.

- (b) Considering Proposal to Contract Out Work

Where the Employer determines it intends to pursue a proposal to contract out work, subject to Government Approval, relevant unions and affected Employees will be notified. Sufficient time will be provided to relevant unions and affected Employees to discuss the Employer's intention to pursue a proposal to contract out work.

- (c) Decision to Contract Out Work

(i) Once the Employer has finalised a proposal and has made a decision to contract out work, the Employer agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work. This does not require the disclosure of confidential or commercial in confidence information.

(ii) Prior to implementation of a proposal to contract out work, the Employer will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.

- (d) Subject to reasonable notice and operational requirements, the Employer agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 15.8(b) above.

- (e) DSP

Any issues or matters in dispute should be dealt with under the DSP in clause 5 of this Award.

16. Notice of Termination of Employment

- 16.1 Unless the Employee is terminated by the Employer for serious misconduct, the Employer will not terminate an Employee's employment unless the Employee has been given the period of notice required by this clause.

- 16.2 The required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

- 16.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) weeks' notice.

- 16.4 The Employer may require the Employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.
- 16.5 Employees may terminate their employment by giving notice in writing in accordance with the table in subclause 16.2 above, or by forfeiting salary in lieu of notice.
- 16.6 Where the Employer has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- 16.7 Upon termination of employment an Employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.
- 16.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an Employee at any time, without notice, for serious misconduct.

17. Abandonment of Employment

- 17.1 If an Employee is absent for a period of 5 consecutive working days without authorisation, the Employer (before terminating) will write to the Employee, via registered post or courier (with delivery confirmation receipt) to the Employee's last known address, advising that the Employer is considering termination unless the Employee provides a satisfactory explanation within 7 calendar days.
- 17.2 If the Employee does not respond to the letter or resume duty within the specified 7 calendar days, a further letter will be sent by registered mail or courier (with delivery confirmation receipt) to the Employee's last known address, advising the Employee that their services have been terminated due to abandonment of employment.
- 17.3 The Employer will make reasonable enquiries to ensure Employees are not suffering physical and/or mental health issues in accordance with the RMS Group Separation from Employment Procedure.

SECTION 3 - SALARIES, ALLOWANCES AND RELATED MATTERS

18. Classifications and Rates of Pay

- 18.1 Employees, other than Professional Engineers and Maritime Employees, are employed in the classifications set out in Part 1 of Schedule A.
- 18.2 Professional Engineers are employed in the classifications set out in Part 2 of Schedule A.
- 18.3 Maritime Employees are employed in the classifications set out in Part 3 of Schedule A.
- 18.4 Employees, other than Trainees, will be paid in accordance with this clause and the rates of pay set out in Schedule A.
- 18.5 Employees will be paid applicable allowances and expenses in accordance with clause 21 and Schedule B of this Award.
- 18.6 Salary and allowance adjustments provided for in this Award are as follows:
- (a) salaries will increase by:
- (i) 2.5% from the first pay period commencing on or after 1 July 2019;
- 2.5% from the first pay period commencing on or after 1 July 2020;
- 2.04% from the first pay period to commence on or after 1 July 2021;

- (ii) 2.53% from the first pay period to commence on or after 1 July 2022.
- (b) allowance items 13, 19(a), 26 and 27 will be increased in accordance with sub-clause (a), rounded to the nearest dollar; allowance item 19(b) will be increased in accordance with sub-clause 18.6(a), rounded to the nearest cent.
- (c) allowance items 1-6, 11-12, 15-18, 20, 24 and 25 will be increased in accordance with variations made via Department of Premier and Cabinet Circular and Schedule B amended as required.
- (d) allowance items 7-10 and 14 will be increased in accordance with the Crown Employees (Transferred Employees Compensation) Award.
- (e) allowance items 21 and 22 will be adjusted annually on 1 July, in accordance with the CPI (all groups Sydney Index) for the preceding 1 April to 31 March period.
- (f) allowance item 23 will be adjusted annually on 1 July, as determined by the Employer.

18.7 Increments

- (a) Subject to subclauses (i) to (iii) below, where an Employee, other than a Maritime Employee, has completed 12 months service at a level within a classification, the Employee will progress one level within the Employee's classification.
 - (i) Employees are not entitled to progress to an increment if their conduct, work performance or attendance is unsatisfactory or if the Employee is subject to disciplinary proceedings or formal management for unsatisfactory performance or conduct.
 - (ii) Periods of leave without pay in excess of five days in any one year period will not count as service for incremental purposes.
 - (iii) Regular Casual Employees are entitled to an increment where they have worked the equivalent of 12 months worked by a full time Employee in the same position.

18.8 Salary Packaging

- (a) For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule A of this Award and/or any salary payable under an agreement made under s68D(2) of the TA Act and any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.
- (b) An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- (c) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HELP payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- (d) The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines administered by specialist salary package company Maxxia on behalf of Transport Shared Services. Such agreement must be made prior to the period of service to which the earnings relate.
- (e) Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
 - (i) any fringe benefits tax liability arising from a salary packaging arrangement; and

- (ii) any administrative fees.
- (f) Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:
 - (i) Superannuation Guarantee Contributions;
 - (ii) any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
 - (iii) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.
- (g) Novated leases for 100% private use of motor vehicles are available under salary packaging.

18.9 Appeals in Respect of Salary Grade or Classification

- (a) Employees have the right to apply to the Employer for a salary increase, where applicable, or for an alteration in the grade or classification to which they are appointed.
- (b) If an Employee is dissatisfied with a decision or determination of the Employer in respect of:
 - (i) the salary, grade or classification; or
 - (ii) any other matter of the nature referred to in Part 7 of the *Industrial Relations Act 1996* (NSW),the Employee may forward a notice of appeal to the Employer within 30 days of being advised of such a decision or determination if they do not exercise their right before the IRC. The Employer will hear and determine the appeal and will allow the Employee, if so desired, to attend and to present a case personally or through a representative.
- (c) Nothing in this clause shall preclude the reference of matters to the IRC.

18.10 Professional Engineers and Maritime Employees will be paid fortnightly.

18.11 Union Deductions

- (a) Where directed in writing by an Employee, the Employer will deduct a payment due from the Employee to a Union party from an Employee's salary and remit it to the nominated Union in a timely manner, at no cost to the Employee or the Union, but subject to the Union being able to accept an electronic funds transfer. A deduction will be detailed on the Employee's pay slip.

19. Higher Duties

19.1 Subject to subclause 19.2 and 19.4, where in any one period of relief an Employee is required to relieve in a higher graded position for five working days or more and is instructed to perform the whole of the duties of this position, they shall be paid for the full period of relief the minimum salary of the higher graded position.

19.2 Maritime Employees who undertake higher duties in an A, B or AA position must:

- (a) undertake the duties for 4 weeks or more;
- (b) meet the ordinary hours of work requirement (i.e. 161 hours in the 4 week cycle); and
- (c) meet all other requirements of the position,

in order to be eligible for the annualised salary of the A, B or AA position. Where these requirements are not met, the Employee is to be paid the Maritime Level rate only for the position.

19.3 Where in any one period of relief an Employee relieves in a higher graded position for five working days or more and does not perform the whole of the duties of such Employee in the higher graded position, they shall be paid an allowance as may be determined by the Employer and prior to entering on relief shall be advised of the allowance to be paid and the basis for its assessment, provided that:

- (a) should the period of relief be in excess of 12 months the relieving Employee shall be entitled to be paid the salary that would be payable under this Award to a person appointed to that position on the day the relieving Employee commenced relieving duties in that position; or such proportion thereof as may be determined by the Employer;
- (b) except in an emergency, prior approval to payment of a higher duties allowance is to be obtained; and
- (c) an Employee relieving another in a lower graded position shall not suffer any reduction in salary.

19.4 A higher duties allowance is paid when an Employee is directed to relieve in a higher graded position for one or more working days in the following occupational categories:

- (a) Customer Services Branch Employees working in Registries, including a maximum four hours relief when working on Saturday shifts;
- (b) Maritime Employees classified as Team Leader Environmental Services, Executive Assistant to the Director Maritime, Management positions at Maritime Level 17, and Employees holding Master 5 qualifications and required by the Employer to use these qualifications/skills in the absence of the incumbent.

19.5 Higher Duties - Part-Time Arrangements

- (a) Employees relieving in a higher graded position whose position holder is either a Part-Time Employee or has taken a period of leave on a part-time basis, are paid the higher duties allowance when having worked the equivalent of five complete working days in the higher graded position.
- (b) Part-Time Employees relieving in a higher graded position for the part time equivalent of five complete working days are paid the higher duties allowance on a pro-rata basis, based on the number of hours worked.

19.6 Incremental Progression by Allowances:

- (a) Where a very lengthy period of acting in the one higher graded position is unavoidable, the Employee concerned may progress by way of allowance to the next incremental step, provided that a 100 per cent allowance has been paid continuously for a period of 12 months.
- (b) Where the allowance has been discontinued during a period of leave, the increment should be delayed accordingly.
- (c) Where there are broken periods of relief in the higher graded position(s), such periods may be aggregated, irrespective of the nature of the work of the position(s). Such aggregated periods may be regarded as continuous service for the purpose of incremental progression within the grade of the position(s), provided that:
 - (i) only periods in respect of which the level of the allowance together with the Employee's salary is greater than or equal to the salary of the new position to which the Employee is substantively appointed are counted;

- (ii) any period of leave during which allowance was not paid is discounted;
 - (iii) aggregation does not extend over any break in excess of six months.
 - (d) The same principles apply if an Employee who has been relieving in higher graded positions is subsequently appointed to a similarly graded position, to determine salary and/or allowance in the new position.
- 19.7 The Employer is to consider sharing higher duties relief opportunities between suitable Employees to enhance fairness and increase developmental opportunities.
- 19.8 The employer is committed to enabling and contributing to the professional development of employees.

20. Travelling Compensation

20.1 Travel on Official Business

- (a) Employees who travel on official business and are not provided with an Employer owned vehicle, must, wherever possible, travel by the most economic and practical means of public transport. If public transport is not practical, or if the Employee has a genuine safety concern, the Employer can approve the use of a taxi or hire car.
- (b) The Employer pays the full cost of fares for the transport.
- (c) Where Employees pay for the travel, their claim for reimbursement of travel costs must be supported by receipts.
- (d) If there is no public transport service, then Employees must obtain prior approval to travel by:
 - (i) taxi, hire car or rented car;
 - (ii) air; or
 - (iii) private vehicle, in accordance with subclause 21.4.
- (e) Employees who receive approval to use a private vehicle for official business travel will be reimbursed as set out in subclause 21.4.2.

20.2 Travel Compensation

20.2.1 Fares

- (a) Employees are not entitled to payment of fares for travel between their usual headquarters and usual permanent residence.
- (b) If Employees are required to work temporarily from another location which involves additional fares, they will be paid the amount in excess of the fares usually incurred between their permanent residence and headquarters.
- (c) Where public transport presents difficulties in (b), Employees may, subject to prior approval, use a private vehicle and be reimbursed at the Specified Journey Rate, less the amount of normal fares or the kilometres usually travelled between their home and headquarters (whichever is relevant).

20.2.2 Travelling Time

- (a) Employees are entitled to claim payment or time off in lieu for travelling time in accordance with subclauses 20.2.2 and 20.2.3. Employees are not entitled to be paid travelling time or take time off in lieu:

- (i) for time spent travelling between their usual headquarters and usual permanent residence, or for the time normally taken for the periodic journey from home to headquarters and return,
 - (ii) for time spent travelling on permanent transfer where:
 - 1. the transfer involves promotion which carries increased salary,
 - 2. the transfer is for disciplinary reasons,
 - 3. the transfer is made at the Employee's request, or
 - 4. special leave has been granted for the day or days on which the travel is to be undertaken,
 - (iii) periods of less than a quarter of an hour on any day shall be disregarded,
 - (iv) for the time taken by the Employee to stop and eat a meal,
 - (v) for time spent travelling outside of the time that might reasonably have been taken by the most practical available route and the most economical means of transport,
 - (vi) for travel by ship on which meals and accommodation are provided,
 - (vii) for travel overseas,
 - (viii) from 11.00 pm on the night the Employee is provided with overnight accommodation to 7.30 am the following day, other than COI Employees who are exempt from this provision.
 - (ix) if the Employee receives an allowance or their salary includes a specific component of compensation for travel outside normal hours.
- (b) Employees who are required to travel to work temporarily from another location which involves additional travel time, are paid for any additional time taken in excess of the time taken to travel between their usual headquarters and their usual permanent residence.
- (c) Subject to the conditions in (a), where travel is on a:
- (i) working day, Employees are paid for time spent in travelling before their normal commencing time or after their normal ceasing time;
 - (ii) non-working day, Employees are paid for all time spent travelling on official business after 7.30am.

20.2.3 Payment for Travelling and Waiting Time

- (a) Employees who are entitled to claim travel time are entitled to have any necessary waiting time treated as travelling time except when they are provided with overnight accommodation at a centre.
- (b) When Employees are provided with overnight accommodation at a centre, they cannot count as travelling/waiting time the time spent from arrival at the centre until departure from the centre.
- (c) Employees who are in receipt of a salary in excess of the rate applicable to the maximum rate for USS Grade 7/Engineer Level 1 Year 3, plus \$1.00 per annum shall be paid travelling time calculated at the maximum rate for USS Grade 7/Engineer Level 1 Year 3, plus \$1.00 per annum, as adjusted from time to time.

- (d) The maximum payment or time off in lieu for travelling/waiting time is eight hours in any 24 hour period, except in unforeseen circumstances such as a major transport disruption.
- (e) Payment for travelling time and waiting time shall be at the Employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

The rate of payment for travelling or waiting time on a non-working day shall be the same as that applying to a working day.

- (f) Unless otherwise directed, Employees must take time off in lieu within three months of being notified of approval of the leave.

21. Allowances

21.1 Calculation of Allowances

- (a) A daily entitlement to a weekly allowance is calculated at one-fifth of the weekly rate.
- (b) When calculating time worked:
- (i) a fraction of an hour less than 30 minutes is not taken into account;
 - (ii) fractions of an hour of 30 minutes or more are taken to be one hour.

21.2 Meal Allowances

21.2.1 Meal allowance and break while travelling

- (a) Employees are entitled to claim a meal allowance when travelling on official work business if they:
- (i) return to their headquarters or place of residence on the same day;
 - (ii) have a meal break of at least 30 minutes away from their residence or headquarters; and
 - (iii) incur an expense in obtaining the meal.
- (b) Employees shall receive meal allowances at the rates contained in Item 1 of Schedule B and subject to the following provisions:
- (i) Breakfast - the journey must have commenced before 6am and at least one hour before the Employee's normal starting time;
 - (ii) Lunch - when Employees are required to travel a total distance of at least 100km on the day and take their lunch break at least 50km from their normal headquarters.

However, Employees whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters shall be entitled to a lunch allowance if lunch facilities are not available;
 - (iii) Evening meal - the allowance may only be claimed when the meal is taken after 6:30pm.

21.2.2 Meal allowance on overtime

- (a) The entitlement to meal allowances for Employees who work overtime, is set out in subclause 25.4.

21.3 Travelling and Lodging Allowance

21.3.1 General

- (a) If the Employer requires an Employee to proceed on work away from their normal headquarters and the Employee cannot return to their normal headquarters on the day of departure, and the Employee does not permanently change their headquarters:
 - (i) the Employer may elect to arrange and pay for the overnight accommodation direct to the accommodation provider and reimburse the Employee the appropriate meal allowance where the Employer does not provide a meal, however, in circumstances where a suitable meal is not available because of the Employee's work commitments or for some other sound reason, the meal allowance may be claimed and will be paid. Under any such arrangement, the Employer shall ensure that the accommodation so provided is reasonable and appropriate, having regard to the nature of the work assignment. If arrangements are made as per subclause 21.3.1(a)(i):
 - (A) Employees who stay in accommodation provided by the Employer will receive an incidentals allowance as set out at Item 4 of Schedule B;
 - (B) Employees required to camp out or make use of caravans or boats for overnight accommodation when motel/hotel accommodation is neither available or appropriate are entitled to an allowance as set out in Item 24 of Schedule B; or
 - (ii) where the Employer does not pay the accommodation provider directly, the Employee shall receive the applicable Lodging allowance as per Item 3 of Schedule B for every period of 24 hours absence by the Employee from their residence; or
 - (iii) the Employee may elect or be directed to be paid actual expenses properly and reasonably incurred for the whole of the business trip together with an incidental expenses allowance as set out at Item 4 of Schedule B.
- (b) Employees must obtain prior approval before making arrangements to stay in overnight accommodation.
- (c) Approval to stay in overnight accommodation is determined having regard to safety and local conditions. Where Employees are required to attend conferences or seminars which involve evening sessions or make an early start in a location away from their normal headquarters, overnight accommodation may be granted. Employees can be expected to travel up to two hours each way on the forward and return journeys for work-related purposes.
- (d) The Travelling allowance is calculated at the hourly rate of the relevant Lodging allowance as set out at Item 3 of Schedule B.
- (e) The Lodging allowance is an allowance for overnight accommodation, meals and incidentals.
- (f) Employees who are required to stay in overnight accommodation and are paid the allowance set out at subclause 21.3.1(a)(ii) above are entitled to the rate for that region as set out at Item 3 of Schedule B. The allowance is reduced by 50% if the Employee

- remains in that region for more than 35 days and up to six months. Any periods over 6 months do not attract the allowance.
- (g) Lodging allowance is calculated from the time Employees depart from:
 - (i) their normal headquarters; or
 - (ii) their normal place of permanent residence where they travel directly from there; or
 - (iii) another temporary work location.
 - (h) Employees who are sent from one temporary work location to another will continue to be entitled to the payment for overnight accommodation, providing that the distance between their headquarters and their subsequent temporary work location is sufficient to make it necessary to continue such arrangements.
 - (i) Subject to subclause (h) above, where the allowance for overnight accommodation at the subsequent temporary work location(s) is a different rate than that applying to the previous temporary work location, Employees receive the rates based on the times of departure from each location. Methods for calculation of Lodging allowance for Employees travelling between different locations are set out in Appendix A of Schedule B.
 - (j) Employees are not entitled to an allowance under this clause for:
 - (i) any period during which they return to their permanent residence on weekends or public holidays, from the time of arrival at their place of residence until the time of departure;
 - (ii) any period of leave, except with the Employer's approval or otherwise provided by this clause; or
 - (iii) any other period during which they are absent from the temporary work location, otherwise than on official work.
 - (k) For the purposes of this clause, 'Sydney' means the area bounded by Palm Beach and Brooklyn in the north, Richmond in the north-west, Penrith in the west Campbelltown and Camden in the south-west and Heathcote in the south. Notwithstanding this definition, if Employees are paid an allowance for overnight accommodation, they are expected to find accommodation as close as possible to their temporary work location.
 - (l) When Employees return from a temporary work location after more than 35 days and less than six months' lodging they are paid travelling at the hourly rate of the relevant Lodgings allowance as set in Item 3 of Schedule B. Travelling is calculated from the time the Employee departs from their temporary work location to the time they arrive at their headquarters or normal place of permanent residence.
 - (m) If the Lodging allowance is deemed insufficient to adequately reimburse Employees for expenses properly and reasonably incurred, a further amount may be paid to the Employee for the additional expenses incurred.
 - (n) Employees must produce receipts to receive reimbursement for actual expenses unless the Employer is prepared to accept other evidence from them.
 - (o) In the event of any dispute over the implementation of these changes the parties shall have recourse to the IRC under the DSP (5).

21.3.2 Lodging in Employer-Provided Accommodation

- (a) Employees who perform official duties at a temporary work location may be directed to lodge in accommodation organised and provided by the Employer.
- (b) Where the Employer does not provide meals, Employees are reimbursed meal expenses actually and reasonably incurred during the time spent away from their permanent residence to perform that work.
- (c) Employees who stay in Employer-provided accommodation may receive an Incidentals allowance as set out at Item 4 of Schedule B.

21.3.3 Lodging Away from Headquarters for One Week or More, Within a Reasonable Distance from Headquarters

- (a) If Employees:
 - (i) are required to find accommodation away from their headquarters for a period of one week or more, and
 - (ii) are within reasonable distance from their permanent residence/headquarters to travel to their permanent residence at weekends ('reasonable travelling distance' from Sydney being the area bounded by Newcastle, Singleton, Bowenfels, Yass and Nowra), then claims for Travel and Lodging allowances are calculated according to (b) - (e) below.
- (b) Employees are entitled to the Travelling allowance set out in subclause 21.3.1(d) when travelling to or from a temporary work location, calculated from the time of departure. If Employees have approval to use a private vehicle, they are paid the Specified Journey Rate, as set out at Item 18 of Schedule B, up to the amount payable had the most economic and practical means of public transport been used.
- (c) Lodging allowance, or the actual and incidentals rate, is paid at the appropriate capital city or non-capital city rate as set out at Item 3 of Schedule B. The allowance is calculated from the time of the Employee's departure to the temporary work location up until the time of arrival back at headquarters/permanent residence, which would normally be from Monday to Friday, respectively.
- (d) Where it is necessary to:
 - (i) obtain accommodation on a weekly basis in order to preserve continuity of accommodation, and
 - (ii) the cost exceeds the allowance payable from the time of arrival to the time of departure each week,

Employees are paid the reasonable actual cost, plus an amount set out at Item 4 of Schedule B.
- (e) When travelling to permanent residence/headquarters each week, Employees are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If Employees make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

21.3.4 Lodging Away from Headquarters for One Week or More, Not Within a Reasonable Travelling Distance from Headquarters

- (a) For Employees who:
 - (i) are required to find accommodation away from their headquarters for a period of one week or more; and
 - (ii) are not within a reasonable distance from their permanent residence/headquarters, as defined in subclause 21.3.3(a)(ii), to travel to their permanent residence at weekends, the entitlement to return to permanent residence/headquarters is calculated as set out below.
- (b) If the distance between a temporary work location and the Employee's permanent residence/headquarters is such that they can travel in their own time and spend 48 hours at their permanent residence/headquarters then Employees are entitled:
 - (i) if they have dependants, to return to their permanent residence every four weeks at the Employer's expense. Alternatively, Employees may return to their permanent residence every two weeks and have half their costs met by the Employer;
 - (ii) if they do not have dependants, to return to their permanent residence every eight weeks at the Employer's expense. Alternatively, Employees may return to their permanent residence every four weeks and have half their costs met by the Employer.
- (c) If the distance between an Employee's temporary work location and their permanent residence/headquarters, by the shortest practicable route, is such that Employees are unable to travel in their own time to spend 48 hours at their permanent residence/headquarters then Employees are entitled:
 - (i) if they have dependants, to return to their permanent residence at the Employer's expense and take two days special leave (usually Friday and/or Monday) every four weeks;
 - (ii) if they do not have dependants, to return to their permanent residence at the Employer's expense and take two days special leave (usually Friday and/or Monday) every eight weeks.
- (d) Having regard to the period of absence from work that is necessitated by land-based travel, the Employer may provide Employees with air transport.
- (e) If, in accordance with (b) and (c) above, Employees return to their permanent residence/headquarters after the specified period of absence has elapsed, each journey will be regarded as a separate trip for the purposes of calculating lodging allowances and Employees are paid travelling time as set out at subclause 20.2.2(b).
- (f) When Employees travel to their permanent residence/headquarters they are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If Employees make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

21.4 Use of Private Motor Vehicle

21.4.1 General

- (a) Unless otherwise specified in this Award, Employees bear the cost of daily travel by private vehicle between their permanent residence and headquarters.
- (b) Employees may be authorised to use private motor vehicles where such use will result in greater efficiency or be less expensive for the Employer than other forms of transport.

- (c) If Employees have approval to use a private motor vehicle for work purposes, they must have current:
 - (i) third party personal injury insurance; and
 - (ii) a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Employer.

21.4.2 Rates, Allowances and Expenses

- (a) Employees who have approval to use a private motor vehicle for work purposes are paid an allowance, depending on the circumstances and purpose for which the vehicle is being used.
- (b) Employees will be paid:
 - (i) the Specified Journey Rate, as set at Item 18 of Schedule B for travel to and from a temporary work location; or when on official business where an Employer owned vehicle or other forms of transport are available, but the Employee elects to use their own private vehicle, with the approval of the Employer. The allowance is limited to an amount not exceeding the cost of travel by public or other available means of transport;
 - (ii) the Official Business Rate as set at Item 17 of Schedule B for using a private vehicle on official business when no other means of transport is available, where the Employee is directed to use their own vehicle by the Employer and the Employee agrees to do so;
 - (iii) the Official Business Rate as set at Item 17 of Schedule B if, owing to a disability, the Employee is unable to use other transport.

21.4.3 Private Use of Employer owned vehicles

- (a) Subject to approval from the Employer and the provisions of RMS Group's Light Motor Vehicle Policy and Guidelines (as varied from time to time), Employees may negotiate to include the private use of an Vehicle in a salary package arrangement.
- (b) Such arrangement will be subject to a motor vehicle being available from within the Employer's motor vehicle fleet and the vehicle being made available for general use during business hours.

21.5 Conditions and Allowances on Transfer

This clause applies to all Employees other than Casuals.

21.5.1 General

- (a) Unless otherwise approved by the Employer, Employees are not paid allowances if they transfer:
 - (i) at their own request within a period of 2 years of taking up duty at their current headquarters;
 - (ii) under arrangements they have made directly with another Employee to exchange positions;
 - (iii) from one part of Sydney Metropolitan area to another as defined in the RMS Group Travel, Accommodation and Relocation Procedure.

- (iv) to a new headquarters within 34km of their previous headquarters; or
- (v) for reasons of proven misconduct.

In the case of job swaps arising out of major restructures, the Employer is prepared to consider the payment of transfer allowance in exceptional circumstances.

- (b) Where both spouses are Employees and are transferred to the same new headquarters requiring the relocation of residence, they are to seek approval regarding payment of leave and expenses as transferred Employees prior to relocating.
- (c) Where special circumstances exist and the Employer so approves, this clause shall apply to a transfer within the meaning of subclause (a)(i) or (a)(iv).

21.5.2 Travelling and Accommodation Allowance

- (a) Employees who are transferred from one headquarters to another are paid the travelling allowance set out at subclause 21.3.1 until arriving at their new headquarters.
- (b) Employees who are unable to secure a permanent residence or other regular accommodation immediately on arrival at their new headquarters and are:
 - (i) separated from their dependants, are, paid the relevant accommodation allowance set out at subclause 21.3, for the first eight weeks;
 - (ii) separated from their dependants, may be partially reimbursed for expenses actually and reasonably incurred provided that the Employee can produce receipts of the expenses claimed. Employees are only able to make this claim for expenses after eight weeks and up to a maximum of six months after having been transferred. The amount that may be reimbursed will be calculated by determining the total amount of expenses incurred, for which the Employee has receipts, minus the amount each week set out at Item 20 of Schedule B;
 - (iii) occupying temporary accommodation with their dependants are paid three-quarters of the actual and reasonable expenses incurred for a period of up to eight weeks;
 - (iv) occupying temporary accommodation and do not have dependants, are paid 50% of the actual and reasonable expenses incurred for a period of up to four weeks, up to a maximum amount set out at Item 12(c) of Schedule B.
- (c) Employees who anticipate that due to special circumstances they will require reimbursement beyond these periods must obtain the Employer's approval prior to the expiration of the above periods.
- (d) Where the Employer is not prepared, under subclause 21.5.10, to meet the expense of transferring dependants, the Employee is paid the relevant accommodation allowances set out at subclause 21.3.
- (e) If an Employee is separated from their dependents under circumstances set out above, then the Employee is entitled to the provisions for returning to permanent residence set out at subclauses 21.3.3 and 21.3.4.

21.5.3 Sale and Purchase of Home When Transferred

- (a) Where an Employee is transferred and the Employer has agreed to meet the cost of relocating their dependants and possessions, the Employee is entitled to be reimbursed the costs associated with the sale of their current residence provided the Employee purchases a residence or land to build a home at the new location. The sale and purchase must occur:

- (i) not earlier than 6 months prior to and no later than 4 years after the transfer; or
 - (ii) within a period not exceeding a further 4 years if the Employee is transferred again within the timeframe of (a).
- (b) This subclause also applies if an Employee sells their current residence and takes up rented accommodation or transfers, as long it has not been more than four years since their transfer.

21.5.4 Reimbursement of Conveyancing and Other Costs

- (a) If 21.5.3 applies, then the Employee may be reimbursed for the following expenses:
- (i) professional costs and disbursements of a solicitor or conveyancing company acting on the Employee's behalf, in respect of transactions limited to Schedule 1 of the *Conveyancing Act 1919* (NSW);
 - (ii) stamp duty paid in respect of the purchase of the Employee's residence or land at their new location, and in respect of any mortgage entered into or discharge of mortgage connected with such transactions;
 - (iii) registration of transfer and discharge of mortgage;
 - (iv) any real estate agent's commission for the sale of the former residence;
 - (v) council or other local government rates levied on the former residence prior to its sale and during the period that it remains untenanted, providing that the Employee has purchased a residence or land on which to build a home at the new headquarters (the Employer may require the Employee to prove that reasonable efforts have been made to sell the former residence at a reasonable market price);
 - (vi) non-refundable costs to connect gas and/or electricity at the new permanent residence;
 - (vii) the cost of survey certificates, pest certificates and/or lending authority registration fees and charges reasonably incurred in seeking financial assistance, for the purpose of purchasing a residence or land on which to build a home at the new headquarters.
- (b) If the four-year period in subclause 21.5.3(a) above is exceeded, the Employer will consider the Employee's circumstances and may require the Employee to provide full details as to why the sale and/or purchase of the residence or land could not be completed within the four-year period.
- (c) The maximum amount Employees are reimbursed for items in subclause (a) above is limited to the amount which would be payable had the sale and purchase prices in each case been the amount set out at Item 8 of Schedule B.
- (d) To be eligible for reimbursement in full for the amount of stamp duty in subclause (a)(ii) above, Employees must occupy their residence within 15 months of transfer to their new location.

21.5.5 Telephone Connection

- (a) Employees will be reimbursed the cost of installing a telephone at their new location provided that:
- (i) they were a telephone subscriber at their previous residence at the time of transfer; and

- (ii) the amount reimbursed is limited to the full amount of the transfer or installation fee only. Fees for extra telephone equipment and services etc. are not reimbursed.
- (iii) Employees must provide receipts when claiming reimbursement.

21.5.6 Arrangement of Accommodation in Advance

- (a) Subject to approval, if an Employee and one member of their household travel to the new headquarters, prior to a transfer, to arrange accommodation in advance, the Employee is entitled to:
 - (i) reimbursement of travelling costs or the Specified Journey Rate, up to the amount payable had the most economic and practical means of public transport been used;
 - (ii) two days paid special leave, for the purpose of visiting the new location and arranging accommodation;
 - (iii) such leave as is necessary, on full pay, for the purposes of travelling to the new location; and
 - (iv) actual and reasonable expenses incurred for overnight accommodation and meals for the Employee and their family member, provided the Employee produces receipts, up to a maximum of the amount specified in subclause 21.3.
- (b) Where the time taken to travel to the new headquarters and accommodation is arranged in less than two days, Employees are entitled to paid special leave for that lesser time.
- (c) Subsequent to commencing work at their new headquarters, if Employees have been unable to access the above entitlements but wish to have a member of their household travel to their new headquarters for the purpose of finding new accommodation, Employees are entitled to reimbursement of travel and accommodation expenses for the household member, providing that person travels by the most practical and economical means of transport. Where the family member travels by car, the allowance is based on the Specified Journey Rate as set out at Item 18 of Schedule B.
- (d) Employees are not entitled to the conditions above if they intend to re-occupy their own home.

21.5.7 Weekly Allowance for Increased Rental Costs

- (a) Employees may apply for and may be granted a weekly allowance if they incur increased rental costs after being transferred. The application must be in writing and must be supported by receipts which show the actual rent paid before and after the transfer.
- (b) The weekly allowance is:
 - (i) based on the difference between the cost of rent at the previous headquarters and the cost of rent at the new location;
 - (ii) up to a maximum of the amount set out at Item 9 of Schedule B per week; and
 - (iii) paid for a period of up to six months, unless exceptional circumstances require that the allowance be extended to a maximum of 12 months.

21.5.8 School Costs for Dependant Children

- (a) Where Employees have dependant children in Year 12 who have to stay at the former location and cannot move to the new location because elected subjects are not available at

the new location, they are entitled to reimbursement of up to the amount listed in Item 10(b) of Schedule B, provided that the Employee:

- (i) pays the amount set at Item 10(a) of Schedule B, per week;
 - (ii) produces receipts of payment; and
 - (iii) produces a letter from the Department of Education and Training stating that the elected subjects are not available at the new location.
- (b) Where dependant children change to a school at the new location, Employees are entitled to reimbursement of the costs of replacing the essential school clothing listed from time to time in the DPC personnel circulars.
- (c) Employees may be reimbursed the cost of clothing not included on the list, which is required at the new school, providing that they supply full particulars and the circumstances surrounding the requirement to purchase.

21.5.9 Transfer of Household Furniture and Effects

- (a) Employees who are transferred from one headquarters to another and have to change their permanent residence are entitled to the following allowances to transfer their household furniture and effects:
- (i) where the value of the household furniture and effects is more than the amount set out at Item 7(a) of Schedule B, Employees receive the allowance set out at Item 7(b) of Schedule B.
 - (ii) where the value of the household furniture and effects is less than the amount set out at Item 7(a) of Schedule B, Employees receive the allowance set out at Item 7(c) of Schedule B.
 - (iii) where Employees change their residence and do not have household furniture and effects to warrant the payment of the allowance referred to in (a) above, Employees receive the amount set out at Item 7(d) of Schedule B.
- (b) Employees are entitled to reimbursement of the cost of packing, removing, unpacking and transit insurance of their goods, as well as storage of their furniture and effects up to a maximum of eight weeks.
- (c) Prior to incurring the expense outlined in subclause (b) above, Employees must submit a request to the Employer for approval to incur the expense, accompanied by:
- (i) an inventory of the furniture and effects with their approximate value;
 - (ii) quotations from carriers for the cost of removal;
 - (iii) if applicable, quotations for storage, limited to a maximum of eight weeks from the date of transfer to their new headquarters.
- (d) Quotations must be obtained, where practicable, from at least two reputable carriers and are to show the cost of removal from house to house, including packing and unpacking and the cost of 'all risk' insurance.
- (e) Employees who wish to extend the period of storage beyond eight weeks must obtain prior approval from the Employer.

- (f) Employees must enter into a contract for the removal of furniture and effects because the Employer will not be responsible for any loss or damage to the furniture or effects in the course of removal.
- (g) Employees are entitled to reimbursement of the cost of all risk insurance, up to a maximum value for furniture and items as set out at Item 14 of Schedule B. Where the insured value exceeds this amount, the matter is to be referred to the Employer for consideration.

21.5.10 Transfer of Dependants

- (a) If Employees transfer for the reasons set out in subclause 21.5.1(a)(i) or (ii) and special circumstances exist, upon application the Employer may choose to reimburse the entitlements set out below.
- (b) If Employees are transferred for the reason set out in subclause 21.5.1(a) (iv), they are entitled to the provisions set out below.
- (c) When Employees and their dependants travel to a new location, they are paid:
 - (i) the actual and necessary fares incurred by the most economical means of public transport available; or
 - (ii) the Official Business Rate as set out at Item 17 of Schedule B if Employees choose to travel by private vehicle.
- (d) If Employees travel during working hours they are entitled to travelling allowances as set out in subclause 21.3. Any time spent in excess of the quickest practicable public surface route is:
 - (i) deducted from annual leave; or
 - (ii) approved as leave without pay.
- (e) Where it is necessary for Employees to lodge their family or dependant relatives in temporary accommodation for the time between leaving their previous headquarters and arriving at their new headquarters, they are paid three-quarters of the actual and reasonable additional expenses incurred for a maximum period of one week, providing they supply receipts.
- (f) If Employees submit a receipt for joint accommodation costs for them and their family or dependant relatives, the family cost to be used in calculations for (c), is determined by deducting the single tariff rate and the cost of their meals, from the total of the actual cost incurred plus the relevant incidentals rate for capital cities or non-capital cities as set out at subclause 21.3.

21.5.11 Special Leave for Transferred Employees

- (a) Where Employees are transferred in accordance with subclause 21.5.1, they are entitled to special leave of:
 - (i) up to two days for preparation and supervision of packing of personal and household effects prior to its removal or to arrange storage;
 - (ii) up to one day for the combined purpose of cleaning the premises being vacated and/or occupying their new premises.

21.5.12 Removal expenses on Retirement, Redundancy or Death

- (a) If Employees retire, accept a voluntary redundancy or die at a place other than the place of their original headquarters, then the Employer will reimburse the costs actually and necessarily incurred in removing personal and household effects, together with associated transit insurance, to a location of their choice, or as specified by their next of kin or executor of their estate in the case of death, provided:
 - (i) the costs claimed do not exceed the cost had the effects been moved to the original headquarters;
 - (ii) the relocation is effected within 12 months of the date of retirement, voluntary redundancy or death and written application is made by the widow or widower; and
 - (iii) in the case of voluntary redundancy only, the Employee has not rejected an offer of redeployment.
- (b) Any separate claim made by the Employee's children or dependant relatives will be considered by the Employer provided that full particulars for the reason for special consideration are supplied.

21.6 Remote Areas Allowance

- (a) The remote areas allowance rates set out in Item 11 of Schedule B and discussed in this clause are the rates payable per annum.
- (b) Employees whose headquarters and residence are in an area upon or west of a line starting from a point on the bank of the Murray River opposite Swan Hill, which then extends by straight line passing through the following towns in order, namely, Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford, and Bonshaw are paid a remote areas allowance at Grade A.
- (c) Employees whose headquarters are in Deniliquin are also paid the Grade A Allowance.
- (d) Grade B Allowances will be paid to Employees whose headquarters and residence are at Angledool, Barrigun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra.
- (e) Grade C Allowances will be paid to Employees whose headquarters and residence are at Fort Grey, Mutawinjtji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yethong.
- (f) Employees will be paid the dependant rate, set out at Item 11 of Schedule B, if their dependants also reside in the defined remote area.

21.7 Fares Subsidy - Remote Areas

- (a) Employees who are located in an area for which a remote areas allowance is paid are paid a subsidy towards the cost of fares incurred when taking annual leave away from that area.
- (b) The fares subsidy is paid once in every 12 month period, calculated from the date the Employee takes up work in the area.
- (c) A fares subsidy entitlement not taken in one year is forfeited and cannot be carried over to enable an Employee to make two claims in the following year.
- (d) Employees who travel by public transport are paid the lesser of:

- (i) actual costs, less the amount set out at Item 12(a) of Schedule B; or
 - (ii) up to a maximum of the amount set out at Item 12(b) of Schedule B for the Employee and their spouse/dependants; or
 - (iii) up to a maximum of the amount set out at Item 12(c) of Schedule B if the Employee does not have a spouse/dependants.
- (e) Where Employees travel by private vehicle, they are paid:
- (i) the Specified Journey Rate as set out at Item 18 of Schedule B; or
 - (ii) actual and reasonable costs in excess of the amount set out at Item 12(a) of Schedule B, whichever is the lesser, up to the maximum specified in 12(c) of Schedule B.
- (f) Travel subsidies are based on the cost of a return journey from headquarters to Sydney by the most practical and economic means of public transport available, or elsewhere not exceeding the cost of a return journey to Sydney.
- (g) There is no entitlement for reimbursement of taxi fares or meals.
- (h) Unless otherwise approved, Employees are only paid the fares subsidy when they proceed on a period of leave that would entitle them to the payment of annual leave loading (ie, ten consecutive working days one day of which is annual leave).

21.8 First Aid Allowance

- (a) Where the Employer designates an Employee who is qualified, as specified in Items 15 and 16 of Schedule B, to be available to provide First Aid duties and responsibilities, they shall be paid a First Aid Allowance appropriate to the qualifications held during any period they are so designated.
- (b) The First Aid Allowance is not payable where a first aid qualification is part of an Employee's essential job requirement.

21.9 Sydney Harbour Bridge Allowance

A Works Supervisor who is employed on the maintenance of the structure of the Sydney Harbour Bridge shall be paid an allowance as set out at Item 13 of Schedule B.

21.10 Uniform and Personal Protective Equipment

- (a) Salaried Employees
 - (i) Salaried Employees required to wear a uniform shall be responsible for maintaining such uniforms in a clean and pressed condition and shall be paid an allowance as set out in Item 25 of Schedule B for care and cleaning of uniform clothing.
 - (ii) The Employer shall provide free of charge such protective footwear, as necessary, which is reasonably expected to adequately protect all Employees in the workplace.
- (b) Professional Engineers
 - (i) Employees who are required to wear protective clothing, footwear or equipment to perform work will be provided with the protective clothing considered necessary.
- (c) Maritime Employees
 - (i) Employees issued with a uniform are to wear the full uniform and keep it in good order.

- (ii) Employees employed in front line customer contact positions only may be issued uniforms from the Employer. This includes all on water roles, customer service positions and survey Employees.
- (iii) Replacement of uniforms shall be on a fair wear and tear basis.
- (iv) The provisions of (iii) above shall not apply to Employees issued with uniforms in roles other than those described in (ii) above.
- (v) Where an Employee is issued with protective clothing that clothing must be worn on duty except when a specific exemption has been allowed by the Employer. Any Employee who has been issued with protective clothing and/or equipment, who reports for duty incorrectly attired may be stood down without pay or be otherwise deployed until such time as they are able to report for duty correctly attired.
- (vi) Replacement of personal protective clothing will be on the basis of fair wear and tear.

21.11 On Call Allowance

- (a) Employees are paid an on-call allowance when directed to be on-call.
- (b) When on-call Employees are required:
 - (i) to be available outside of ordinary working hours,
 - (ii) to respond to an emergency/breakdown situation in a reasonable time agreed with the Employer, and
 - (iii) to remain in a fit state, unimpaired by the effects of alcohol or drugs.
- (c) Employees who are on-call are not required to remain at their permanent residence but must be able to be contacted immediately.
- (d) The rate of the on-call allowance is set out at Item 19(a) of Schedule B.
- (e) Employees who are on-call are not entitled to a disturbance allowance.
- (f) The provisions of this clause do not apply where a Salaried Employee is already in receipt of payment representing compensation for regularly being on standby or on-call, which is paid as part of the Employee's salary or as a separate allowance.

21.12 Disturbance Allowance

- (a) This clause applies to Salaried Employees and Maritime Employees. Professional Engineers are covered by clause 62.
- (b) Employees may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Employees may be contacted to put into place emergency arrangements by contacting other Employees to attend an incident or providing advice in response to an emergency situation.
- (c) The disturbance allowance is:
 - (i) paid at a minimum of one hour of the ordinary hours rate;
 - (ii) not paid if the Employee's salary exceeds the top step of USS Grade 11 or equivalent.

- (d) Where more than one telephone call is received or made within the hour, only one hourly payment is paid.
- (e) The disturbance allowance is payable under the arrangements set out in the On Call and Disturbance Allowance Procedure.

SECTION 4 - LOCAL ARRANGEMENTS, HOURS OF WORK, OVERTIME, SHIFTWORK AND RELATED MATTERS

22. Local Arrangements

- 22.1 Local arrangements may be negotiated between the Employer and union parties to this award in relation to any matter contained within the award.
- 22.2 All local arrangements negotiated between the Employer and the union parties must:
- (i) be approved in writing by the Employer;
 - (ii) be approved in writing by the union parties to this Award;
 - (iii) include provisions for the duration, review, and termination of the agreement; and
 - (iv) be contained in a formal document signed by all parties to this Award.
- 22.3 A local arrangement approved in accordance with this clause, will override this award to the extent of any inconsistencies.

23. Hours of Work

- 23.1 Application of this Clause
- (a) The provisions of this Clause shall not apply to Maritime Employees.
 - (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
 - (i) COIs and Compliance Operations Managers (in which case the provisions of clause 42 shall apply);
 - (ii) Telephone Customer Service Centre Employees (in which case the provisions of clause 43 shall apply);
 - (iii) DRIVES Help Desk Employees (in which case the provisions of clause 44 shall apply);
 - (iv) Work Support Employees (in which case the provisions of clause 45 shall apply);
 - (v) Traffic Supervisors (in which case the provisions of clause 46 shall apply);
 - (vi) Traffic Commanders (in which case the provisions of clause 47 shall apply);
 - (vii) Shift Managers and Operations Coordinators in the RTOC (in which case the provisions of clause shall apply);
 - (viii) Sydney Harbour Bridge Control Room Employees (in which case the provisions of 49 shall apply)
 - (c) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the specific provisions shall prevail to the extent of any inconsistency.

23.2 Ordinary Hours

- (a) The provisions of subclause 23.2 do not apply to those Employees engaged in Shift Work. The ordinary hours of Shift Workers shall be as set out in clause 24.
- (b) Unless prescribed otherwise in this Award, the ordinary hours of work are 35 hours per week. The Employer may engage Employees under either a standard hours arrangement or a flexitime arrangement. The Employer may direct Employees to work a standard hours arrangement in exceptional circumstances.
- (c) The ordinary hours of Salaried Employees who are engaged on field work shall be 38 hours (if directed). In such case, the Employee shall be paid a loading at the rate of 8.5% of salary; and overtime shall be paid for work in excess of 8 hours on any one day, or 40 hours in any one week, or hours outside the ordinary spread of hours normally worked by Employees on field work. The loading shall apply to all periods of leave and be taken into account in the calculation of annual leave loading and overtime payments. The loading shall also be taken into account in the monetary value of long service leave on termination of service where the Employee is in receipt of the loading on the day preceding termination.
- (d) Standard Hours Arrangement
 - (i) The standard hours arrangement involves seven hours per day, 35 hours per week, worked over a five day period Monday to Friday inclusive.
 - (ii) For Salaried Employees and Professional Engineers, the ordinary spread of hours for standard hours shall be 8.30am to 4.30pm, with a lunch break to be taken between the hours of noon and 2.00pm daily, provided:
 - (A) the Employer may approve Employees engaged under Salaried Employee Classifications, to vary the ordinary span of hours so that they can be worked between 7.00am to 5.30pm;
 - (B) the Employer may approve Employees engaged under the Professional Engineers Classifications to vary the ordinary span of hours so that they can be worked between 7.30am to 6.00pm;
 - (C) Professional Engineers under the standard hours arrangement must not work more than five hours without a one-hour meal break, taken between noon and 2.00pm unless local arrangements are made in advance, based on the Employee's personal needs or operational needs. In this case, Employees and the Employer may agree to reduce the meal break to a minimum of 30 minutes.
- (e) Flexitime arrangement for Salaried Employees and Professional Engineers approved to work under such arrangement
 - (i) Flexitime arrangement is defined as where an Employee is able to:
 - (A) vary their start and finish times within the bandwidth;
 - (B) accrue one flex day (7 hours) in each 4 week settlement period;
 - (C) take flex leave at any time throughout the 4 week settlement period with approval from the Employer.
 - (ii) Once approved, a Flexitime Arrangement is defined as a program where Employees determine their own start and finish times within the bandwidth, in consultation with the Employer and taking into consideration the requirements of their role.

- (iii) Flexitime will accrue where an Employee works additional hours above 140 hours in a settlement period in accordance with this clause.
- (iv) Where the operational requirements allow, the working of a flexitime arrangement shall be extended to an Employee working under a part time work arrangement. Except for provisions contained in subclauses 23.2(e)(xi), (xiv) and (xv), all other provisions under this subclause shall be applied pro rata to an Employee working under a part time work arrangement.
- (v) Attendance - An Employee's attendance in excess of ordinary hours but within the bandwidth shall be subject to the availability of work.
- (vi) Bandwidth - The bandwidth shall be between the hours of 7.00 am and 7.00 pm Monday to Friday, unless otherwise agreed between the Employer and the Employee.
- (vii) Minimum hours of work on any day will be 5 for a full-time Employee and 3 for a part-time Employee, excluding breaks.
- (viii) Lunch break - The standard lunch period shall be no less than ½ hour. Lunch breaks may be up to 2½ hours taking into consideration the requirements of the role.
- (ix) Settlement period - The settlement period shall be four weeks, and for time recording purposes, the settlement period and flex leave must coincide.
- (x) Contract hours - The contract hours for a settlement period shall be calculated by multiplying the Employee's weekly contract hours by the number of weeks in a settlement period.
- (xi) Flexible working hours credit - An Employee may carry a maximum of 10 hours credit into the next settlement period. Subject to clause 23.2(e)(xiii) and 23.2(e)(xvi), additional hours are forfeited.
- (xii) Any credit of hours outstanding on an Employee's last day of duty is to be paid by adding the monetary value to any unpaid salary or to the monetary value of accrued annual/extended leave.
- (xiii) The hours worked during the settlement period are to be monitored by the Employee and the Employer. When due to operational reasons the Employee may exceed the credit carry of 10 hours at the end of the settlement period, the Employer may approve the Employee to accrue additional hours worked above the 10 hours as time in lieu. Employer approval and the taking of the time in lieu will be subject to compliance with the Employer's policy, procedures, guidelines and delegations.
- (xiv) Flexible working hours debit - The following provisions shall apply to the carry over of flexible working hours debits:
 - A. A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
 - B. Where the debit exceeds 10 hours, the excess will be debited from a following pay as leave without pay, unless the Employee elects to be granted available annual or extended leave to offset the excess.
 - C. Any debit of hours outstanding on an Employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued annual/ extended leave.

- (xv) Flex leave - Subject to operational requirements:
 - A. An Employee may use credit hours to take off the equivalent of one full day or two half days in a settlement period of 4 weeks.
 - B. Flex leave can be taken for a minimum period of 1 hour and thereafter in 15 minute increments.
 - C. Flex leave may be taken on consecutive working days.
 - D. Absences on flex leave may be combined with other periods of authorised leave.
- (xvi) Banked days - If an Employee is unable to take flex leave in accordance with clause 23.2(e)(xiv) due to operational requirements, an Employee can bank flex leave and is entitled to have banked up to four untaken flex days at any one time. Subject to approval, the Employee can take up to four banked days plus the current settlement periods flex day, to take a maximum of five consecutive working days off at an appropriate time.
- (xvii) Professional Engineers who work on projects shall be entitled to bank flex days over the maximum in subclause 23.2(e)(xiv), during the project to be taken at the conclusion of the project or at set times during the project, in order to manage sustained high workloads. Such leave arrangements shall be approved by the Employer. Where it is agreed between the Professional Engineer and the Employer, the Professional Engineer may work a standard hours arrangement.
- (xviii) Flexitime Arrangements will not be used to replace shift work or temporary shift arrangements, or where work would be more appropriately arranged under the shift work provisions of this Award.

24. Shiftwork

24.1 Application of this Clause

- (a) The provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
 - (i) COIs and Compliance Operations Managers (in which case the provisions of clause 42 shall apply);
 - (ii) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 43 shall apply);
 - (iii) DRIVES Help Desk Employees (in which case the provisions of clause 44 shall apply);
 - (iv) Work Support Employees (in which case the provisions of clause 45 shall apply);
 - (v) Traffic Supervisors (in which case the provisions of clause 46 shall apply);
 - (vi) Traffic Commanders (in which case the provisions of clause 47 shall apply);
 - (vii) Shift Managers and Operations Coordinators in the RTOC (in which case the provisions of clause 48 shall apply).
 - (viii) Sydney Harbour Bridge Control Room Employees (in which case the provisions of 49 shall apply)

- (c) Should any specific provisions in relation to the hours of work be inconsistent with the general provisions outlined in this clause, then the specific provisions shall prevail to the extent of any inconsistency.

24.2 Shift Work Hours

- (a) For Salaried Employees rostered on shift work (including Employees whose ordinary hours of work are 35 hours per week and are directed to work Field Work that is shift work), unless specific provisions apply:
 - (i) Day shift means those shifts where ordinary hours are worked between 7.00am and 5.00pm Monday to Friday;
 - (ii) Afternoon shift means those shifts where ordinary hours commence at or after noon Monday to Friday.
 - (iii) Night Shift means those shifts where ordinary hours finish at or before 10.00am Monday to Friday.
 - (iv) the ordinary hours for day shift shall not exceed those worked daily or weekly by other Employees working normal hours Monday to Friday inclusive. The only break will be for lunch. The lunch break shall be taken in the Employee's time and shall not be regarded as working time;
 - (v) the ordinary working hours for afternoon and night shifts shall not exceed those worked daily or weekly by other Head Office Employees working normal hours Monday to Friday. Meal breaks shall be of thirty minutes duration and shall be taken as part of the ordinary working hours, to be paid for at the appropriate shift rate;
 - (vi) no Employee shall be required to work more than five consecutive hours without a meal break.
- (b) For Employees whose ordinary hours of work are 35 hours per week and are directed to work Field Work that is shift work, and unless specific provisions apply:
 - (i) an Employee shall be given at least 48 hours' notice of a requirement to work shift work;
 - (ii) notice of any alteration to shift hours shall be given to the Employee not later than ceasing time of the previous shift.
 - (iii) no Employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.
- (c) For Salaried Employees who work Shifts and whose ordinary hours are thirty eight per week, and unless specific provisions apply:
 - (i) Employees shall accrue 0.4 of one hour for each shift worked to allow one shift to be taken off as a paid shift for every twenty shift cycle. The twentieth shift shall be paid for at the shift rate(s);
 - (ii) each shift of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a shift worked for accrual purposes;
 - (iii) an Employee who has not worked, or is not regarded by reason of subclause 24.2(b)(ii) as having worked a complete four week cycle, shall receive pro rata accrued entitlements for each shift worked (or fraction of a shift worked) or regarded as having been worked in such cycle, payable for the rostered day off, or in the case of termination of employment, on termination;

- (iv) Employees working under subclause 24.2(a), shall agree upon arrangements with the Employer for rostered paid days off during the twenty shift cycle or for accumulation of accrued days, provided that such accumulation shall be limited to no more than five such accrued days before they are taken as paid days off, and when taken the days shall be regarded as days worked for accrual purposes in the particular twenty shift cycle;
- (v) once such shifts have been rostered they shall be taken as paid shifts off provided that in emergencies, when the Employer requires an Employee to work on the rostered shift off and the Employee does so, the Employee shall take one paid shift off before the end of the succeeding work cycle, and the Employee shall be paid for the shift worked at the rates prescribed for Saturday work in subclause 24.5(a).

24.3 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) For Professional Engineers, payment for an early morning shift shall be at the ordinary rate of pay plus 12 ½%.
- (c) Payment for afternoon shift shall be at the ordinary rate of pay plus 12 ½ %.
- (d) Payment for night shift shall be at the ordinary rate of pay plus 15%.
- (e) For Salaried Employees engaged in Field Work working Shift Work:
 - (i) payment for day shift shall be at ordinary rates of pay;
 - (ii) Employees shall be paid at the rate of time and one quarter when working on the second (afternoon) shift on either a two or three shift system;
 - (iii) if three shifts are worked, the third night shift shall be paid for at the rate of time and one quarter;
 - (iv) where Employees are required to work on a shift not worked on a two or three shift system, which commences at or after 4.00pm and which finishes at or before 7.00am, such shift shall be of no longer duration than eight hours and shall be paid for at the rate of time and one half;
 - (v) where the arrangement for working shifts provides for shifts on less than five continuous working days then overtime rates shall be applicable; provided also that in cases where less than a full week is worked due to the action of the Employee then in such cases the rate payable for the actual time worked shall be ordinary shift rates.

24.4 Shift Work Rosters

- (a) For Salaried Employees rostered on shift work, unless specific provisions apply:
 - (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer provided that not more than five consecutive shifts shall be worked in seven consecutive days;
 - (ii) wherever reasonably practicable, notice shall be given at least seven days in advance of shifts to be worked. Rotating shifts shall rotate weekly commencing Monday. Where three shifts per day are being worked, the order of rotation shall be from day shift to night shift, from night shift to afternoon shift and from afternoon shift to day shift;
 - (iii) an Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift and/or night shift in any period of three working weeks other than by agreement between the Employer and the Employee. The Employee shall be paid at the

rate of time and a half of the ordinary time worked on afternoon and/or night shift in excess of two consecutive weeks until the shifts are rotated.

24.5 Ordinary Hours on a Saturday or Sunday for Salaried Employees and Professional Engineers

- (a) Unless prescribed in this Award, any ordinary hours worked on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (b) Unless prescribed in this Award, any ordinary hours worked on a Sunday shall be paid at the rate of double time.

24.6 For Salaried Employees who are Shift Workers:

- (a) an Employee required to work a shift on a day in which they have been rostered off shall be paid at overtime rates;
- (b) an Employee rostered off on a public holiday shall be credited with a day's annual leave for each such day, provided that a six or seven day shift roster is in operation.

24.7 For Professional Engineers rostered for Shift Work:

- (a) the Employer may roster Employees to work shifts on a rotating basis;
- (b) the ordinary rostered working hours for shift work is not to exceed the hours worked daily or weekly by non shift workers in the same classification who work Monday to Friday;
- (c) where practicable, Employees will be given seven days' notice of the shifts to be worked;
- (d) a meal break must be a minimum of 30 minutes duration.
 - (i) Except in an emergency, Employees must not work more than five hours without a meal break.
 - (ii) A meal break during a day shift is unpaid and does not count as time worked.
 - (iii) A meal break during an early morning, afternoon or night shift is taken as part of the ordinary working hours and is to be paid at the appropriate shift rate.
 - (iv) Employees who are given less than 24 hours' notice of a change to a roster or are required to work a shift on a rostered day off will be paid a Meal allowance as specified in Item 2 of Schedule B.
- (e) For Professional Engineers rostered on rotating shift work:
 - (i) Employees must not be rostered to work more than five consecutive shifts in seven consecutive days;
 - (ii) the roster is to rotate weekly and runs from either Monday to Friday or Sunday to Thursday;
 - (iii) where three shifts per day are being worked, the order of rotation of shift is day shift to night shift, from night shift to afternoon shift, and from afternoon shift to day shift.
 - (iv) Employees must not be required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, unless the Employee requests this arrangement and the Employer agrees.

- (f) For Professional Engineers engaged on temporary night shift work:
- (i) temporary shift work is worked between Sunday to Thursday inclusive or Monday to Friday inclusive;
 - (ii) arrangements for temporary shift work must be by agreement with the Employer provided that the choice of shift patterns does not prevent the Employer from applying shift work provisions to other Employees;
 - (iii) for the purpose of this subclause, ‘temporary shift work’ means shift work for up to 2 weeks;
 - (iv) The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:

Shift	Loading
Early morning	12.5%
Afternoon	25.0%
Night	50.0%

- (v) if a normal shift is worked between Monday and Friday, the Friday shift starts before and finishes after midnight Friday. If a normal shift is worked between Sunday and Thursday, the Sunday shift starts before midnight Sunday;
 - (vi) Employees who work according to a temporary shift work arrangement on a Saturday, Sunday or public holiday must be paid overtime rates provided Friday shifts referred to in (v) above are paid at ordinary rates and Sunday shifts referred to in (v) above are paid at ordinary shift rates after midnight Sunday.
 - (vii) Employees who work in excess of the agreed ordinary shift work hours on Sunday to Thursday or Monday to Friday (excluding public holidays) shall be paid double-time.
 - (viii) Employees who are required to work temporary shift work must be given at least 48 hours’ notice. If shift hours are changed, Employees must be notified by the finishing time of their previous shift;
 - (ix) Employees must not work more than one ordinary shift on any one day (e.g. a day shift and a night shift). If Employees are required to work a second shift on a given day, the second shift is paid as overtime;
 - (x) Employees who work according to a temporary shift arrangement of less than five consecutive working days (and this is not due to their actions), shall be paid overtime rates. Any public holidays, ADOs or leave is counted as single days worked and forms part of the calculation towards the completion of five consecutive days;
 - (xi) Unless provided for in this clause, no Employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.
- (g) Professional Engineers engaged in shift work who are required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, other than for the reasons outlined in subclause 24.7(b) (shift work rosters), are to be paid time and one half for all ordinary time worked on the afternoon and/or night shift in excess of two consecutive weeks, until the shifts are rotated.

25. Overtime

25.1 Application of this Clause

- (a) With the exception of subclause 25.3, the provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
 - (i) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 43 shall apply);
 - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 44 shall apply);
 - (iii) Work Support Employees (in which case the provisions clause 45 shall apply);
 - (iv) Traffic Supervisors (in which case the provisions of clause 46 shall apply);
 - (v) Shift Managers and Operations Coordinators in the RTOC (in which case the provisions of clause 48 shall apply).
 - (vi) Sydney Harbour Bridge Control Room Employees (in which case the provisions of 49 shall apply)
- (c) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the Specific Provisions shall prevail to the extent of any inconsistency.
- (d) Where overtime occurs on a regular basis, the overtime will be allocated equitably, and rotated amongst available Employees.

25.2 Payment for Overtime

- (a) Unless prescribed in the Specific Provisions, or any other subclause contained in this Award (including 24.5(b), time off in lieu) applies, any hours worked in addition to or outside the ordinary hours of work shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter subject to the provisions contained in subclause 25.2. For this purpose, each period of overtime shall stand alone.
- (b) For Salaried Employees (including COIs), other than Shift Workers:
 - (i) who are called out for emergency duty other than on a Saturday, Sunday or public holiday shall be paid a minimum payment of three hours work at overtime rates;
 - (ii) overtime rates shall not be paid for periods of less than one quarter of an hour.
- (c) For Salaried Employees and Professional Engineers working under flexible working hours:
 - (i) payment of overtime will be made only where the Employee works approved overtime;
 - (ii) any hours approved to be worked outside the Employee's ordinary hours of duty, if working a standard hours arrangement, or outside the bandwidth, if working under a flexitime arrangement, shall be overtime and managed in accordance with overtime provisions of the Award;
 - (iii) the Employer may request an Employee who works under a flexitime arrangement to work overtime where they want an Employee to work more than 8 ordinary hours within

- the bandwidth (excluding breaks) in any one day. Where an Employee agrees to the request, such hours shall be paid as overtime;
- (iv) the Employer may request an Employee who works under a flexitime arrangement to work overtime where they want an Employee to work between 7.00am and 7.30am or 6.00pm and 7.00pm. An Employee can choose to accept or decline such a request. If an Employee accepts the request the time worked will be counted and paid as overtime.
 - (v) where overtime is worked prior to the bandwidth and is continuous with ordinary hours, such overtime shall continue to 7.30am, after which time flex hours shall accrue; and
 - (vi) where overtime is worked after the bandwidth and is continuous with ordinary hours, such overtime shall commence at 6pm, at which time flex hours shall cease to accrue.
- (d) Works Supervisors and Surveillance Officers who work their normal accrued day off shall be entitled to claim overtime at Saturday rates for the hours worked. Additionally, they shall be entitled to an alternative day off in the next four week cycle. Provided that agreement is reached between employees concerned and the employer, up to four ADOs may be accumulated.
- (e) For Salaried Employees (including COIs and Employees on Field Work), the following Employees shall not, without the special approval of the Employer, be paid for any overtime worked by them:
- (i) Employees who are paid a special allowance in lieu of overtime;
 - (ii) Administration and Clerical Employees whose salary, and allowance in the nature of salary, exceed that of the top step of USS Grade 9;
 - (iii) Employees engaged on field work who are directed to work 38 hours per week shall be paid a loading at the rate of 8.5% of salary; provided that overtime shall be paid for time so worked in excess of 8 hours on any one day or 40 hours in any one week or outside the spread of hours worked by Employees on field work.
- (f) For Professional Engineers, there is no entitlement to be paid overtime if:
- (i) the Employee is paid an allowance in lieu of overtime;
 - (ii) prior approval has not been given by the Employer to approve overtime; or
 - (iii) the period of overtime worked is less than 15 minutes.
- Employees at Professional Engineer Level 3 and above must have approval to work overtime from the Employer. Any overtime approved will normally be calculated at the top step of Professional Engineer, Level 2 unless the Employer authorises payment calculated on the Employee's substantive rate.
- (g) All overtime required to be worked shall be approved in advance by the Employer. Overtime payments are calculated exclusive of any shift loadings and are based on the Employee's ordinary rate of pay.

25.3 Reasonable Overtime

- (a) The Employer may require an Employee to work reasonable overtime at overtime rates. An Employee may refuse to work overtime in circumstances where the working of overtime would result in the Employee working hours which are unreasonable. For the purposes of this clause what is unreasonable or otherwise will be determined having regard to:
- (i) any risk to the Employee's health and safety;

- (ii) the Employee's personal circumstances including any family and carer responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the Employer regarding the working of overtime, and by the Employee of their intention to refuse the working of overtime; or
- (v) any other relevant matter.

25.4 Overtime Meal Break and Allowance

- (a) Unless prescribed otherwise in subclause 25.4 or any other Specific Provisions, Employees who work more than one and a half hours overtime after their ordinary hours are entitled to a unpaid meal break and a meal allowance as set out in Item 2 of Schedule B.
- (b) Salaried Employees who work overtime that extends beyond 2.00pm on Saturday/Sunday or a public holiday shall be provided with an unpaid meal break of at least 30 minutes and a meal allowance as set out in Item 2 of Schedule B.
- (c) For Salaried Employees, unless the Employee has been notified at least 24 hours in advance of the requirement to work on a day or shift on which they had been rostered off, they shall be paid a meal allowance as prescribed in Item 2 of Schedule B.
- (d) Salaried Employees and Professional Engineers engaged in shift work, who work more than one and a half hours overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay. In such case, Employees are also entitled to a meal allowance as set out in Item 2 of Schedule B.
- (e) Professional Engineers who work more than 2 hours overtime after their ordinary hours finishing time are entitled to a meal break and a meal allowance as set out at Item 2 of Schedule B.
- (f) Professional Engineers who resume work after their overtime meal break who then work a further five hours overtime, are entitled to an additional meal break and a meal allowance.
- (g) Employees who work overtime and are provided with a meal are not entitled to payment of a meal allowance.
- (h) Employees are provided a meal allowance on the condition that:
 - (i) money was spent in obtaining the meal,
 - (ii) at least a 30 minute meal break was taken either before or during working the overtime,
 - (iii) work was resumed after the meal break, unless there is an acceptable reason for taking the meal at the end of the overtime period,
 - (iv) the time taken for the meal break is not regarded as time worked.
- (i) During paid meal breaks Employees must remain available to carry out duties if required.

25.5 Working overtime on a Saturday, Sunday or Public Holiday

- (a) For Salaried Employees (including COIs) and Professional Engineers, and unless Specific Provisions or any other subclause in this Award applies:
 - (i) subject to subclause 25.5(a)(ii) and (iii), any overtime hours worked on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter;

- (ii) for Salaried Employees on Field work who work shift work hours, an ordinary night shift that commences before and extends beyond midnight Friday shall be regarded as a Friday shift;
 - (iii) for Professional Engineers on temporary night shift, Friday shifts which start before and finish after midnight on Friday shall be paid at ordinary shift rates, and Sunday shifts which start before midnight Sunday are paid at ordinary rates after midnight on Sunday;
 - (iv) any overtime hours worked on a Sunday shall be paid at the rate of double time;
 - (v) any overtime hours worked on a public holiday shall be paid at the rate of double time and a half;
 - (vi) Employees who work overtime on a Saturday, Sunday, or public holiday shall be paid a minimum payment of three hours work at the appropriate overtime rate where the overtime is not at the end or beginning of the ordinary hours worked on a Saturday, Sunday or public holiday.
- (b) Salaried Employees and Professional Engineers who work overtime on a Saturday, Sunday or Public Holiday may, within two working days following so working, elect to take leave in lieu of payment for all or part of the Employee's entitlement in respect of the hours so worked (i.e. time for time), provided that:
- (i) leave in lieu of payment shall be taken at the convenience of the Employer;
 - (ii) such leave in lieu shall be taken in multiples of a quarter-day only (or minimum period of one hour for Professional Engineers);
 - (iii) the maximum period of leave in lieu that may be allowed in respect of any one period of overtime worked shall be one day;
 - (iv) leave in lieu shall be taken within one month of the date of election, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an Employee may elect to have such leave in lieu added to annual leave credits;
 - (v) an Employee shall be entitled to payment for the balance of any entitlements not taken as leave in lieu.

25.6 Minimum Rest Period

- (a) For Salaried Employees (including COIs), and unless specific provisions apply, Employees shall not be required to be on duty for more than 16 consecutive hours. After being on duty for 16 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where the Employee is directed to resume without having a rest break of eight consecutive hours payment shall be at the rate of double ordinary time until the Employee is released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rates.

26. Flexible Working Practices

- 26.1 The Employer recognises the importance of ensuring Employees maintain a work/life balance. Workplace flexibility underpins Employee performance and productivity and is a key contributor to the achievement of the Employers' corporate objectives. It also contributes to the attraction and retention of people with valuable skills and assists the participation of diverse groups in the workforce.
- 26.2 Flexible work arrangements may be agreed between the Employer and the Employee.
- 26.3 In addition to leave and flex-time/time in lieu (TIL) initiatives, examples of workplace flexibility initiatives that can be considered include:

- (a) Teleworking (including working from home or a specified Telecentre) Remote working (including working from home).
 - (b) Changing from full-time to part-time employment on a temporary or permanent basis
 - (c) Job-sharing
 - (d) Phased retirement arrangements in accordance with published procedures
 - (e) Varying hours of work including bandwidth and when work is performed.
 - (f) Other negotiated flexible working requests
- 26.4 The Employer supports a number of workplace flexibility initiatives and will grant an Employee's request for flexible working options subject to the arrangements maintaining business efficiency and productivity. Where it is not possible to accommodate such a request:
- (a) the Employer is to provide the Employee within a reasonable time:
 - (i) the reason(s) the request cannot be granted;
 - (ii) any alternative arrangements the Employer can provide the Employee; and
 - (iii) any other relevant information that will assist the Employee to understand the reasons the request has been rejected.
 - (b) Should no alternative arrangements be provided, the Employee may apply to the delegated officer in accordance with relevant policies, procedures and guidelines, for review and a written response will be provided to the Employee
 - (c) Should no agreement be reached following the steps outlined above, the Employee may choose to have the matter progressed under clause 5 DSP.
- 26.5 Consideration and approval of flexible working initiatives is in accordance with the relevant Policies, Procedures and Guidelines.
- 26.6 Right to Disconnect
- (a) The Employer and their Employees will respect Employees time outside of normal hours of work, including periods of absence on approved leave. The Employer will not rely upon a failure to respond to communications outside of normal hours of work for disciplinary or performance management purposes.
 - (b) Normal hours of work is hours:
 - (i) outside of an Employee's set standard hours in accordance with clause 23.2 (d)
 - (ii) outside agreed flexible start and finish times for Employees working flexible hours, or
 - (iii) outside a shift worker's rostered shifts.
 - (c) However, the following are considered part of an Employee's normal hours of work for the purposes of this clause and where it occurs under a relevant clause of this Award including:
 - (i) during overtime;
 - (ii) during on call; or
 - (iii) notifying changes to rosters.

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS

27. Annual Leave

27.1 Application of this Clause

- (a) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to Shift Managers and Operations Coordinators in the RTOC (in which case the provisions of clause 48 shall apply).
- (b) Should any Specific Provisions in relation to annual leave be inconsistent with the General Provisions outlined in this clause, then the Specific Provisions shall prevail to the extent of any inconsistency.
- (c) Subject to this clause, annual leave is in accordance with the *Annual Holidays Act 1944* (NSW), as in force from time to time.

27.2 Where operational requirements permit, the wishes of the Employee will be taken into account on the time annual leave is taken.

27.3 Employees accrue annual leave at the rate of one and two-thirds days per month from the date of appointment. Employees entitled to an extra week's annual leave, accrue the additional annual leave at the appropriate rate.

27.4 An Employee is entitled to be paid in advance for periods of approved annual leave.

27.5 Additional Conditions applicable to Salaried Employees

- (a) The following Salaried Employees are entitled to accrue 5 additional days of annual leave per annum accruing daily if:
 - (i) they are in receipt of a Remote Area Allowance prescribed in subclause 21.6;
 - (ii) they are stationed at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah or Narrabri; or
 - (iii) they are employed on a six or seven-day week three shift roster.
- (b) Salaried Employees entitled to accrue five days additional annual leave per annum in accordance with subclause 27.5(a) can cash out the monetary value of the additional five days leave once in any twelve month period.
- (c) Annual leave will not accrue during any period that a Salaried Employee is absent without pay if the period of absence exceeds 28 consecutive days.
- (d) Salaried Employees must take at least two consecutive weeks of annual leave every 12 months, unless otherwise approved in special circumstances.
- (e) The Employer may notify Salaried Employees when accrued annual leave reaches six weeks. Salaried Employees may be directed to take at least two weeks annual leave within three months of the notification at a time convenient to the Employer.
- (f) The Employer may notify Salaried Employees when accrued annual leave reaches eight weeks. Salaried Employees will be directed to take at least two weeks annual leave within six weeks of the notification at a time convenient to the Employer.

27.6 Additional Conditions applicable to Professional Engineers

- (a) Professional Engineers are entitled to accrue five additional days of annual leave per annum accruing monthly if:
 - (i) they are in receipt of a Remote Area Allowance in accordance with subclause 21.6; or
 - (ii) their headquarters is at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah or Narrabri; or
 - (iii) they are employed as a six or seven-day continuous shift worker.
- (b) Professional Engineers entitled to accrue five days additional annual leave per annum in accordance with subclause 27.6(a) can cash out the monetary value of the additional five days leave once in any twelve month period.
- (c) Professional Engineers do not accrue annual leave during periods of leave without pay which exceed more than 20 consecutive working days.

27.7 Conditions applicable to Maritime Employees

- (a) The following Maritime Employees are entitled to accrue 5 additional days of annual leave per annum accruing daily:
 - (i) Boating Safety Officers, Senior Boating Safety Officers and Boating Education Officers working weekends and public holidays;
 - (ii) Maritime Environmental Services Team Leaders and Maritime Environmental Service Officers; and
 - (iii) Maritime Employees stationed indefinitely in a remote area of the State being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* (NSW).
- (b) Maritime Employees are subject to the specific provisions regarding the taking of annual leave contained in section 8 of Part B.
- (c) The maximum annual leave balance of a Maritime Employee will be no more than 30 days (or pro rata equivalent for part-timers) by the end of the NSW school holidays in July each year. Where an Employee does not voluntarily schedule leave to meet the required target the Maritime Employee will be directed to take leave.
- (d) An Employee may elect, with the consent of the Employer, to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or time agreed by the parties in order to meet their personal carer's responsibilities.
- (e) A Maritime Employee may elect, with the Employer's Agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due in order to meet their personal carer's responsibilities.

27.8 Payment of Leave Upon Cessation of Employment

- (a) When Employees cease employment with the Employer, they will be paid the value of their annual leave as a lump sum.
- (b) The monetary value of their leave is calculated based on the number of working days accumulated and includes any public holiday that would have occurred if that time had been worked.

- (c) Salaried Employees and Professional Engineers may elect, prior to their last day of employment, to take either the whole or part of their annual leave due on their last day as annual leave, instead of receiving a lump sum payment in lieu of the leave.
- (d) If subclause 27.8(c) applies then:
 - (i) annual leave continues to accrue during the period taken as annual leave and this accrual is paid on the final date of service,
 - (ii) the ordinary rate of pay will be increased by any increment which the Employee becomes eligible for during the period of annual leave, and
 - (iii) the final date of service is recognised as the final day of the annual leave taken.

27.9 Sick Leave While on Annual Leave

- (a) Employees who are sick during annual leave and wish to claim sick leave must provide a satisfactory medical certificate for that period.
- (b) If approved, the annual leave accrual is re-credited with that equivalent period of sick leave.
- (c) Employees are not entitled to claim sick leave when on annual leave if the annual leave has been taken in conjunction with a resignation or the termination of services, unless the Employee is retiring.

27.10 Annual Leave Loading for Salaried Employees

- (a) Salaried Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated up to a maximum salary of USS Grade 11.
- (b) The annual leave loading shall be paid to Salaried Employees subject to the following conditions:
 - (i) The full entitlement to the loading on annual leave that a Salaried Employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year a Salaried Employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
 - (ii) In the event of no such absence occurring by 30 November of the following year, a Salaried Employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.
 - (iii) Shift Workers - Unless determined otherwise, shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading as herein prescribed, whichever is the more favourable. Payment of shift premiums and penalty rates shall not be made for public holidays which fall on a seven-day shift worker's rostered day off. In the case of seven-day continuous shift workers, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
 - (iv) On cessation of employment, other than termination of the Salaried Employee for misconduct, a Salaried Employee who has not taken annual leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

28. Sick Leave

28.1 Application of this Clause

- (a) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to Shift Managers and Operations Coordinators in the RTOC (in which case the provisions of clause 48 shall apply).
- (b) Should any Specific Provisions in relation to sick leave be inconsistent with the General Provisions outlined in this clause, then the Specific Provisions shall prevail to the extent of any inconsistency.
- (c) An Employee is entitled to take paid accrued sick leave in accordance with this clause, for periods where the Employee is unable to perform their duties because of an illness or injury. Paid sick leave will not be granted during periods of Leave Without Pay.

28.2 Entitlement and Accrual for Employees

- (a) Sick leave on full pay accrues day by day to Salaried Employees at the rate of 15 days for each year of service and is cumulative.
- (b) At the commencement of employment with the Employer Employees will be granted an accrual of 5 days sick leave.
- (c) After the first four months of employment Employees shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- (d) After the first year of service Employees shall accrue sick leave fortnightly at the rate of 15 working days per year of service.
- (e) Additional Special Sick leave may be granted in the following circumstances:
 - (i) the person has 10 or more years of continuous service;
 - (ii) the person has been or will be absent for more than three months; and
 - (iii) the person has exhausted or will exhaust available paid sick leave.

The additional period of sick leave may be granted on the basis of one month for each completed 10 years of service plus 10 calendar days, less all Additional Special Sick Leave taken during service.

- (f) Extended Special Sick Leave may be granted at the discretion of the Employer in the following circumstances:
 - (i) Where an Employee has exhausted the grant of all forms of sick leave that are available to the Employee, application may be made to the Employer for Extended Special Sick Leave.
 - (ii) Extended Special Sick Leave is designed for long term illness or injury and may only be sought after other forms of sick leave have been exhausted.
 - (iii) The Employer will require medical evidence to support such applications.
- (g) Employees who are ex-services personnel and have an a war caused disability (being an illness or injury resulting from armed service in a recognised war zone) accepted by the Department of Veterans' Affairs will be granted additional sick leave entitlement of 15 days per calendar year non-cumulative.

28.3 Entitlement and Accrual for Professional Engineers

- (a) At the commencement of employment with the Employer, a full time Professional Engineer is granted an accrual of 5 days sick leave.
- (b) After the first four months of employment, the Professional Engineer shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- (c) After the first year of service, the Professional Engineer shall accrue sick leave fortnightly at the rate of 15 working days per year of service.
- (d) Sick leave is cumulative.
- (e) An additional period of sick leave may be granted in the following circumstances:
 - (i) the person has 10 or more years of continuous service;
 - (ii) the person has been or will be absent for more than three months; and
 - (iii) the person has exhausted or will exhaust available paid sick leave.

The additional period of sick leave may be granted on the basis of one month for each completed 10 years of service plus 10 calendar days, less all Additional Special Sick Leave taken during service.

- (f) Employees who are ex-services personnel and have a war caused disability (being an illness or injury resulting from armed service in a recognised war zone) accepted by the Department of Veterans' Affairs will be granted additional sick leave entitlement of 15 days per calendar year non-cumulative.
- (g) Sick leave without pay shall count as service for the accrual of annual leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.

28.4 Notification and Evidence requirements

- (a) An Employee must inform the Employer as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the Employee's starting time as possible.
- (b) The granting of paid or unpaid sick leave is subject to the Employee:
 - (i) providing notice of the absence as per subclause 28.4(a); and
 - (ii) appropriate evidence requirements in subclause 28.4(c)-(f).
- (c) For Salaried Employees and Professional Engineers (other than Maritime Employees), an Employee absent on account of sickness for more than two consecutive days, or a total of five days in any one year, or when otherwise requested by the Employer, must provide medical certificates or other evidence showing the nature of the illness and its probable duration.
- (d) In the case of extended absence, an Employee may be required to furnish fresh medical certificates each week or submit to an examination by a medical practitioner nominated by the Employer.
- (e) Maritime Employees absent on account of sickness must provide a valid medical certificate for any period exceeding 5 days in any one year or when otherwise requested by the Employer.

- (f) Backdated medical certificates will not be accepted. If an Employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Employer is satisfied that the reason for the absence is genuine.
- (g) If the Employer is concerned about the diagnosis described in the evidence of illness produced by the Employee, after discussion with the Employee, the Employee's application for leave and the evidence provided can be referred to an approved medical practitioner for advice. The type of leave granted to the Employee will be based on such advice. If sick leave is not granted, the Employer will consider the wishes of the Employee when determining the type of leave to be granted.
- (h) Employees on an Absence Management Program may not be offered or directed to work overtime.

29. Carer's Leave

29.1 Carer's Leave may be available to assist Employees in relation to categories of persons who need the Employee's care and support to provide such care when a specified person is ill.

29.2 Entitlement for Salaried Employees and Professional Engineers

In this subclause 'Employee' means Salaried Employees and Professional Engineers.

- (a) Employees will be able to elect to use available paid sick leave that has been accumulated over the previous three years, subject to the conditions specified in this subclause, to provide short term care and support when a person identified in subclause 29.2(d) is ill and requires the Employee's care and support.
- (b) In special circumstances, Employees may be granted additional sick leave from their sick leave entitlement accumulated during their employment.
- (c) Employees will be entitled to Carer's Leave when:
 - (i) their entitlements to FACSL is exhausted; and
 - (ii) they are responsible for the care and support of a category of person set in subclause 29.2(d).
- (d) Employees will be entitled to Carer's Leave for the care and support of an ill:
 - (i) Family Member;
 - (ii) relative who is a member of the same household where, for the purposes of this definition:
 - (A) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (B) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (C) 'household' means a family group living in the same domestic dwelling.
- (e) The Employee shall, if required:
 - (i) establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person; or

- (ii) establish by production of acceptable documentation, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (f) In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

29.3 Entitlement for Maritime Employees

- (a) Paid leave of up to 5 days per calendar year may be granted to Maritime Employees to provide short term care or support when a person identified in subclause 29.2(d) (Carer's Leave Entitlement for Salaried Employees and Professional Engineers) is ill and requires the Employee's care and support.
- (b) Paid Leave may also be provided for Maritime Employees in the case of the death of a person identified in subclause 29.2(d) (Carer's Leave Entitlement for Salaried Employees and Professional Engineers). In the case of bereavement, if carer's leave has been exhausted, then Special Leave can be requested. Casual Employees, although not entitled to payment for Carer's Leave or Bereavement Leave, shall be entitled to not be available to attend work or to leave work upon the death of a family member in Australia, and subject to satisfactory evidence.
- (c) For Casual Employees engaged in Maritime, who seek to not be available to attend work upon the death of a family member, the period of which the Employee will be entitled to not be available to attend work shall be agreed to between the parties, or in the absence of agreement the Employee is entitled to not be available to attend work for up to 48 hours per occasion. The Employer must not fail to re-engage a casual Employee because they accessed such leave, and the rights of the Employer to engage or not engage a Casual Employee are not affected. The Casual Employee should, as soon as reasonably practicable, inform the Employer or their inability to attend for duty.
- (d) If carer's leave has been exhausted, then untaken sick leave of up to 5 days a year may be accessed for the current year and the three previous years.
- (e) A Maritime Employee may elect, with the consent of the Employer, to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or time agreed by the parties in order to meet their carer's responsibilities.
- (f) A Maritime Employee may elect with the Employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due in order to meet their carer's responsibilities.
- (g) The Employee shall, if required, establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person.

29.4 Entitlement for casual Employees

- (a) Casual Employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 29.2(d) who is sick and requires care due to an unexpected emergency, or the birth of a child.
- (b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.
- (c) If required by the Employer, the Employee must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.

- (d) The Employer will not fail to re-engage Casual Employees because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the Employer to otherwise engage or not engage Casual Employees are not affected.

30. Family and Community Service Leave

- 30.1 Employees may be granted FACS� for reasons related to unplanned and emergency family responsibilities or other specified emergencies and may include, but are not limited to, the following:
- (a) for reasons related to responsibilities for a Family Member;
 - (b) for reasons related to the death of a Family Member or relative;
 - (c) for reasons related to performance of community service;
 - (d) in case of pressing necessity, natural disaster or major transport disruption, or
 - (e) for the purpose of adoption interviews or examinations.
- 30.2 The maximum amount of FACS� that an Employee will accrue at ordinary rates is:
- (a) two and a half days in the first 12 months of service;
 - (b) two and a half days in the second year of service; and
 - (c) one day for each completed year of service, less the total amount of any FACS� already taken by the Employee.
- 30.3 Part-time Employees are entitled to FACS� on a pro-rata basis, based on the number of hours worked.
- 30.4 If available FACS� is exhausted, on the death of a Family Member or relative, additional paid FACS� of up to 2 days may be granted on a discrete, per occasion basis to a Professional Engineer (or up to 3 days if the Employee is a Salaried Employee).
- 30.5 If available FACS� is exhausted as a result of natural disasters, the Employer shall consider applications for additional FACS� if some other emergency arises.
- 30.6 The Employer may also grant Employees other forms of leave such as accrued annual leave, time off in lieu and flex leave for family or community service responsibilities.
- 30.7 Employees who have had immediate previous employment in the NSW Public sector may transfer their FACS� from their previous Employer.
- 30.8 Bereavement Leave for Casuals
- (a) Casual Employees are entitled to be unavailable to work, or may leave work, if a Family Member or relative as defined in subclause 29.2(d) (Carer's leave) dies.
 - (b) Casual Employees can be unavailable to work for up to 48 hours (two days work). However, the Employee and the Employer can also make an agreement on a timeframe for the absence that is either longer or shorter than 48 hours (or two days), as required. This agreement must be made before the Employee is absent from work or makes them self-unavailable to work.
 - (c) Casual Employees will not be paid when they are unavailable to work or leave work in accordance with this clause.
 - (d) The Employer may require casual Employees to produce evidence, such as a death certificate or statutory declaration, providing details of the circumstances of the death.

- (e) The Employer will not fail to re-engage casual Employees because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the Employer to otherwise engage or not engage casual Employees are not affected.

31. Parental Leave

31.1 Definitions

For the purpose of this clause:

“Partner” includes a de facto spouse, former spouse or former de facto spouse. The Employee’s de facto spouse means a person who is the Employee’s husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee. For the avoidance of doubt, all the relationships identified in this definition apply regardless of the gender or sex of those in the relationship.

“Primary Responsibility” means the person who meets the child’s physical needs more than anyone else, including feeding, dressing, bathing and otherwise supervising the child. Only one person at a time can have primary responsibility for the child or children.

“Miscarriage” means a pregnancy that ceases prior to 20 weeks gestation or, where the number of weeks is unknown, the baby weighed less than 400g.

“Pre-term birth” means the birth of a live child prior to 36 weeks gestation.

“Full-term birth” means the birth of a live child at 37 weeks onwards.

31.2 Unpaid Parental Leave

Employees after 40 weeks continuous service are entitled to a combined total of 104 weeks unpaid parental leave on a shared basis with their Partner in relation to the birth, adoption or surrogacy birth of their child. Paid parental leave, annual leave and extended leave can be taken within the total period of unpaid parental leave but do not extend the 104 week unpaid parental leave period.

31.3 Paid Parental Leave

- (a) An employee who has, or will have completed not less than 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth) is entitled to up to 14 weeks Paid Parental Leave, provided the employee has or will have Primary Responsibility for the care of their child (or children) at the time of birth, adoption or surrogacy birth.
- (b) Paid Parental Leave must be taken within 12 months from the date of birth, adoption or surrogacy birth, pregnant employees may commence leave up to 9 weeks prior to the date of birth.
- (c) Paid parental leave may be taken at full pay, half pay or as a lump sum.
- (d) Where the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid parental leave or sick leave and negotiates their date of return to work with the Employer.

31.4 Paid Other Parent Leave

An employee who has at least 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth, irrespective of when the employee elects to take the paid leave under this clause) and who will not have Primary Responsibility for the care of their Child at the time of the birth, adoption or surrogacy birth, is entitled to:

- (a) Up to 2 weeks paid parental leave at the time of the birth, adoption or surrogacy birth when they do not have Primary Responsibility (which may be taken concurrently with the employee's Partner); and
- (b) Up to 12 weeks additional paid parental leave within the first 12 months from the date of birth or adoption of the child provided that the Employee assumes Primary Responsibility for the care of the child during the 12 week period; and the employee's Partner is not concurrently taking Primary Responsibility for the care of the child.
- (c) Paid other parent leave may be taken at full pay, half pay or as a lump sum

31.5 Simultaneous Unpaid Parental 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 or altruistic surrogacy, from the date of taking custody of the child. The request may only be refused on reasonable grounds. This period is inclusive of the 2 weeks paid other parent leave taken at the time of birth.

31.6 Special Pre-Term Parental Leave

- (a) Where an employee or the Partner of an employee gives birth to a pre-term child (prior to 37 weeks), the parent with Primary Responsibility, who has, or would have if not for the pre-term birth, completed 40 weeks continuous service at the expected due date, is entitled to paid special pre-term parental leave from the date of birth of the child up to the end of 36 weeks.
- (b) Immediately following the period of paid special pre-term parental leave and at the commencement of 37 weeks, paid parental leave of up to 14 weeks will apply to the parent with Primary Responsibility.

31.7 Miscarriage Leave

- (a) Where an employee or the Partner of an employee miscarries, an employee is entitled to five days paid special miscarriage leave on each occasion a pregnancy ceases by way of miscarriage up to 20 weeks' gestation.
- (b) Special miscarriage leave will commence from the date the miscarriage occurs and is to be taken in one continuous block

31.8 Special Adoption Leave

- (a) An Employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. As an alternative to special adoption leave an Employee can elect to charge the period of leave against annual leave, extended leave, flex leave or family and community service leave

31.9 Subsequent Parental Leave – rate of pay

An Employee who commences a subsequent period of parental leave (associated with the birth, adoption, or altruistic surrogacy) for another child within 24 months of commencing an initial period of parental leave will be paid:

- (a) at the rate (full-time or part-time) they were paid before commencing the initial leave if they have not returned to work; or
- (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced their hours during the 24 month period; or
- (c) at a rate based on the hours worked prior to the subsequent period of leave where the Employee has not reduced their hours.

31.10 Alternate Duties

- (a) If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the Secretary, should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, remote working and job redesign.
- (b) If such adjustments cannot reasonably be made, the Employee may elect, or the Employer may require the Employee to commence parental Leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born, whichever is the earlier.

31.11 Communication during Parental Leave

- (a) Where Employees are on parental leave and the Employer makes a definite decision to introduce significant change at the workplace, the Employer will take reasonable steps to:
 - (b) 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
 - (c) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position held before commencing parental leave.
- (d) Employees must 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.
- (e) Employees must notify the Employer of changes of address or other contact details which might affect the Employers' capacity to comply with the requirements of this clause.

31.12 Right to Request

- (a) An Employee who has taken parental leave in accordance with this clause may make a request to the Employer to:
 - (i) take leave part-time over a period not exceeding two years, or partly full-time and partly part-time over a proportionate period of up to two years;
 - (ii) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months (on a full time basis);
 - (iii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);
 - (iv) have part-time hours structured in a way to enable carer responsibilities to be fulfilled.
 - (v) to assist the Employee in reconciling work and parental responsibilities.
- (b) The Employer shall consider a request under subclause 31.12(a)(ii) and (iii) above having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement Employees, loss of efficiency and the impact on customer service.

31.3 Return to Work

- (a) An Employee has the right to their former position if they have taken paid or unpaid parental leave and they resume duty immediately after the approved leave or work on a part time basis,
- (b) If the position occupied by the Employee immediately prior to the taking of paid or unpaid parental leave has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position for which they are qualified subject to availability.
- (c) The Employer shall not fail to re-engage a regular casual Employee (see section 53(2) of the *Industrial Relations Act 1996* because:
 - (i) the Employee or the spouse is pregnant, or
 - (ii) the Employee is or has been immediately absent on parental
 - (iii) Provided the rights of the Employer in relation to engagement or re-engagement of casual Employees are not affected, other than in accordance with this clause.

31.14 Evidence Requirements

Employees accessing leave under this clause are required to meet the evidence requirements set out in the applicable policy/procedure as varied from time to time.

32. Breastfeeding Breaks

- 32.1 A breastfeeding break is provided to breastfeeding mothers for the purposes of breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided in this Award.
- 32.2 A full time Employee or a part time Employee working more than 4 hours per day is entitled to a maximum of 2 paid breastfeeding breaks of up to 30 minutes each per day.
- 32.3 A part time Employee working 4 hours or less per day is entitled to only 1 paid breastfeeding break of up to 30 minutes on any day so worked.
- 32.4 A flexible approach to the timing and general management of breastfeeding breaks must be taken by the Employee and the Employer provided the total breastfeeding break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, the Employer needs to balance the operational requirements of the organisation with the breastfeeding needs of the Employee.
- 32.5 The Employer will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, will be provided where practicable.
- 32.6 Where it is not practicable to provide the appropriate space or facilities, discussions between the Employer and the Employee will take place to attempt to identify reasonable alternative arrangements for the Employee's breastfeeding needs.
- 32.7 The Employer and Employee may be guided by the following considerations in determining the reasonableness and practicality of any proposed alternate arrangement:
 - (a) whether the Employee is required to work at a site that is not operated or controlled by the Employer;
 - (b) whether the Employee is regularly required to travel in the course of performing their duties;

- (c) whether the Employee performs field-based work where access to the facilities in subclause 0 are not available or cannot reasonably be made available; and
 - (d) the effect that the arrangements will have on the Employee's breastfeeding needs.
- 32.8 Employees experiencing difficulties in effecting the transition from home-based breast feeding to the workplace will have reasonable telephone access to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System. Access to the service:
- (a) shall be granted during paid time;
 - (b) Is limited to a reasonable period of time (i.e. if the Employee requires extended periods of consultation, the Employee may utilise the provisions of subclause 32.9), and
 - (c) must be at a time that is mutually convenient to both the Employee and the Employer.
- 32.9 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breast feeding and the transition to the workplace may utilise sick leave in accordance with clause (Sick Leave) of this Award, or TIL, or access the flexible working hours scheme provided in clause (Hours of Work) of this Award, where applicable.

33. Extended Leave

33.1 General

- (a) Subject to this clause, extended leave for Employees will accrue and be granted in accordance with section 68Q (2) of the *Transport Administration Act 1988* (NSW), together with Schedule 1 of the Government Sector Employment Regulation 2014 as in force from time to time.
- (b) Extended leave must be applied for and approved in advance. Extended leave is granted subject to operational and other business requirements. Subject to the Employer's approval, extended leave may be taken at a time convenient to the Employer for a minimum period of one hour at full pay, half pay or double pay.

33.2 Extended Leave Entitlements

- (a) An Employee who has completed 10 years of continuous service with the Employer is entitled to extended leave of:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.
- (b) For each additional calendar year of service completed in excess of 10 years, Employees accrue 11 working days extended leave.
- (c) Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 1 of the Government Sector Employment Regulation 2014, are entitled to access the extended leave accrual indicated in subclause (a) above on a pro rata basis of 4.4 working days per completed year of service.
- (d) Employees who are employed part-time, or as a casual with a regular and consistent pattern of employment with the Employer, are entitled to extended leave on the same basis as that applying to a full-time Employee but payment for the leave is calculated as set out in subclause 33.3(b).
- (e) All previous full-time and part-time service with the RMS Group, the former RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Agency, and Maritime

Authority of NSW and its predecessor organisations, in accordance with the *Government Sector Employment Act 2013* (NSW) is to be taken into account as service when determining the appropriate rate of accrual of extended leave for Employees employed on a full-time or part-time basis with the Employer.

- (f) Permanent service with other NSW government bodies will also be recognised by the Employer in accordance with the *Government Sector Employment Act 2013* (NSW). Extended Leave may also be transferred from Commonwealth and interstate government agencies in accordance with Schedule 2 of the *Government Sector Employment Regulation 2014*.
- (g) Nothing in subclauses (e) or (f) of this subclause entitles an Employee to payment for previous service recognised where the accrual for that service has previously been taken as leave or paid out on termination.

33.3 Payment of Extended Leave

- (a) If an Employee's ordinary hours of work are constant, payment is made at the current rate of pay.
- (b) Where an Employee is part-time or casual and the Employee's ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
 - (i) the past 12 months, or
 - (ii) the past 5 years,whichever is the greater.
- (c) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (d) Payments will be increased to reflect any increment action an Employee becomes eligible for while absent on extended leave.
- (e) An Employee who takes extended leave may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

33.4 Sick leave while on Extended Leave

- (a) An Employee is only entitled to claim sick leave that occurs during an absence on extended leave when sick for five or more consecutive working days.
- (b) To claim sick leave, an Employee must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the extended leave balance is accredited with:
 - (i) the equivalent period of sick leave, if taking leave on a full or half pay basis; or
 - (ii) the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance, if taking leave on a double pay basis.
- (d) If extended leave is taken at double pay, the Employer will recoup any allowance already paid for the period being claimed as sick leave.
- (e) These sick leave provisions apply if an Employee takes extended leave prior to retirement but not extended leave prior to resignation or termination of services.

33.5 Public Holidays while on Extended Leave

- (a) The days set out in clause 41 (Public Holidays), of this Award that fall while an Employee is absent on extended leave are not recognised as extended leave and are not deducted from the Employee's extended leave balance.
- (b) Payment due for the days set out in clause 41 (Public Holidays) is calculated on the Employee's ordinary hours of work and paid at single time, even if the Employee has chosen to take extended leave at half-pay or double pay.

33.6 Effect of Approved LWOP on Extended Leave Entitlements

- (a) For Employees who have completed 10 years continuous service (inclusive of service recognised in accordance with subclauses 33.2(e) and (f)), any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.
- (b) Where a Salaried Employee or a Professional Engineer has completed 10 years continuous service (inclusive of service recognised in accordance with subclauses 33.2(e) and (f)), approved LWOP for the reasons listed below counts as service for extended leave accrual:
 - (i) military service (e.g. Army, Navy or Air Force);
 - (ii) major interruptions to public transport; and
 - (iii) periods on leave accepted as workers compensation leave.

33.7 Payment of Extended Leave on Termination

- (a) An Employee, who is entitled to extended leave on termination of service, including retirement, is paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) If an Employee is employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) If an Employee is employed on a part-time or casual basis, payment is calculated as per subclause 33.3(b).
- (d) Employees who have at least five years' service but less than seven years' service (inclusive of service recognised in accordance with subclause 33.2(e) and (f)) are paid a pro-rata of the extended leave entitlement if employment is terminated:
 - (i) by the Employer for any reason other than serious and intentional misconduct;
 - (ii) by the Employee in writing on account of illness, incapacity or domestic or other pressing necessity; or
 - (iii) on retirement for Salaried Employees and Professional Engineers only.
- (e) In the event of subclause 33.7(d) applying, any period of leave without pay taken does not count as service.

34. Special Leave

- 34.1 Employees will be granted special leave where they make an application and meet the requirements specified in this clause. Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

- (a) Jury Duty
- (i) An Employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the Employee.
 - (ii) An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons will continue to be paid their ordinary rate of pay. This payment will be reimbursed to the Employer if upon return to duty after discharge from jury service, an Employee does not furnish to the Employer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the Employee during any such period and the details of any payment or payments made to the Employee under the *Jury Act 1977* (NSW) in respect of any such period.
 - (iii) An Employee must on receipt of any payment or payments made to the Employee under the *Jury Act 1977* (NSW) in respect of the period of jury duty (except for out of pocket expenses) pay that amount to the Employer.
- (b) Witness at Court - Official Capacity - When an Employee is subpoenaed or called as a witness in an official capacity, the Employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the Employee in connection with the Employee's appearance at court as a witness in an official capacity shall be paid by the Employer.
- (c) Witness at Court - Crown Witness
- (i) An Employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the Employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the Employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.
 - (ii) An Employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.
 - (iii) Employee who is subpoenaed or called as a witness in relation to matters relating to their exposure of Domestic and Family Violence are eligible to use available leave in accordance with clause 39.
- (d) NAIDOC Week - Aboriginal and Torres Strait Islander Employees shall be granted up to one day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides the Employer with reasonable notice.
- (e) Special Leave - Citizenship - Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.
- (f) Domestic Violence - When the leave entitlements referred to in clause 39 (Leave for Matters Arising from Domestic Violence) have been exhausted, the Employer shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from Domestic Violence situations. Documentation proving the occurrence of domestic violence is required and may be issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (g) Blood Donation - Special leave, including travelling time, is granted to Employees who do not require a relief, to donate blood. Employees are expected to attend the donation point nearest to their work location.

- (h) Bone Marrow - Employees who are listed in the Australian Bone Marrow Donor Registry and are called on to donate are granted up to 5 days Special Leave per occasion to donate bone marrow, subject to the production of a medical certificate from a registered medical practitioner.
- (i) Electoral Returning Officer - Employees appointed as Returning Officers by the State Electoral Office and who provide proof of such appointment, are eligible for:
 - (i) up to 4 weeks Special Leave before the polling day or date of writ, and up to 3 weeks after polling day if required by the Electoral Commissioner;
 - (ii) 1 day of Special Leave to attend a returning officer's election seminar;
 - (iii) up to 3 days Special Leave to attend an election training course.
- (j) Sport - Employees are eligible for Special Leave of up to 4 weeks to compete in or officiate at National Titles, the Olympic, Paralympic or Commonwealth Games.
- (k) Retirement Seminar - Employees approaching retirement are entitled to 2 days Special Leave to attend retirement planning seminars conducted by the FSS Trustee Corporation or SAS Trustee Corporation.
- (l) Emergency Services
 - (i) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify the Employer of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
 - (ii) For any other emergency other than a declared emergency, Employees are entitled to a maximum of 5 days Special Leave per year. Proof of attendance at the emergency is required.
 - (iii) Where an Employee is required to attend a course approved by the Rural Fire Service, the Employee will be granted up to 10 days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
 - (iv) Where an Employee is required to attend a course required by the State Emergency Services (SES), the Employee will be granted Special Leave for the duration of the course, provided the SES advises the Employer that the Employee is required to attend.
 - (v) Employees are entitled to take an additional 1 day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.
 - (vi) Employees who are Police volunteers are eligible for Special Leave to attend up to 2 training programs per year - 3 days per program. Leave is inclusive of all travel time and attendance per program at Goulburn Police Academy.
- (m) Participation in graduation ceremonies, and attending professional or learned societies' conferences, etc.
- (n) Ex-Armed Services Personnel for attending RSL Conference and Congress or to attend the Hospital Medical Review Board, etc.
- (o) Duties associated with holding official office in Local Government.

35. Examination and Study Leave

- 35.1 Employees may be granted leave to undertake study and enable them to attend examinations. The terms and conditions on which study leave and examination leave may be granted are set out in the RMS Group Study and Exam Leave Procedure, as amended from time to time.

36. Military Leave

- 36.1 During the period of 12 months commencing on 1 July each year, the Employer shall grant an Employee who is a member of the Australian Defence Forces, military leave at the ordinary rate of pay to undertake compulsory training education, instruction or parades.
- 36.2 Up to 24 working days military leave per financial year shall be granted by the Employer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 36.1 of this clause.
- 36.3 Employees must provide evidence to the Employer from the commanding or responsible officer:
- (a) before the event, certifying that the Employee is a member of the defence force and outlining that their attendance at the event is necessary; and also
 - (b) after the event, certifying the dates on which the Employee attends the event.
- 36.4 Unused military leave does not accumulate.
- 36.5 Employees may apply for up to one day special leave to undertake medical examinations and tests for acceptance as a member of the Australian Defence Forces.
- 36.6 Employees may apply for special leave for the minimum time necessary to travel to and/or from annual camp provided that:
- (a) the travel is undertaken during a time when the Employee would normally be at work and
 - (b) the Employee receives no pay from the Australian Defence Forces for the period granted as special leave.

37. Purchased Leave

- 37.1 Salaried Employees and Professional Engineers may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks), 15 days (3 weeks) or 20 days (4 weeks) additional leave in a 12 month period. Maritime Employees may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 37.2 Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- 37.3 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 37.4 The leave will count as service for all purposes.
- 37.5 The purchased leave will be funded through the reduction in the Employee's ordinary rate of pay for the 12 month period of the Purchased Leave Agreement.
- 37.6 The reduced rate of pay for the period of the Purchased Leave Agreement (purchased leave rate of pay) will be the Employee's ordinary annual salary rate less the number of weeks of purchased leave multiplied by the Employee's ordinary weekly rate of pay, annualised at a pro rata rate over the 12 month period.

37.7 Purchased leave is subject to the following provisions:

- (a) The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the 12 month Purchased Leave Agreement period.
- (b) All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual leave, extended leave or leave in lieu, will be paid at the purchased leave rate of pay.
- (c) Sick leave cannot be taken during a time when purchased leave is being taken.
- (d) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- (e) Overtime and salary related allowances not paid during periods of annual leave will be calculated using the Employee's hourly rate based on the ordinary rate of pay.
- (f) A higher duties payment will not be paid when purchased leave is being taken.

37.8 Specific conditions governing purchased leave may be amended from time to time by the Employer in consultation with the Union parties.

38. Observance of Essential Religious and Cultural Obligations

38.1 Provided adequate notice as to the need for the leave is given by the Employee to the Employer and it is operationally convenient to release the Employee from duty, an Employee of:

- (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,

will be granted annual/extended leave, flex leave or LWOP to observe such obligations.

39. Leave for Matters Arising from Domestic and Family Violence

39.1 General Principle

The Employer recognises that Employees may experience domestic and family violence, and that this may have a significant impact on an Employee's health, safety and wellbeing, both at home and in the workplace. The Employer is committed to taking steps to prevent domestic and family violence and supporting Employees who experience domestic and family violence in a manner that takes into account the impacts of the trauma experienced by the Employee and those supporting them.

39.2 Definition of Domestic and Family Violence

- (a) For the purposes of this Award, domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern of controlling or coercive behaviour.
- (b) Domestic and family violence behaviours can include, but are not limited to:
 - (i) physical and sexual violence
 - (ii) verbal abuse and threats
 - (iii) emotional and psychological abuse

- (iv) financial abuse
 - (v) social isolation
 - (vi) stalking
 - (vii) intimidation
 - (viii) technology facilitated abuse
 - (ix) threats or actual harm to others, pets and/or property.
- (c) An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not.
- (d) A family relationship includes people who are related to one another through blood, marriage, de facto partnerships, adoption and fostering relationships, and sibling or extended family and kinship relationships.

39.3 Principles of prevention and response

- (a) The Employer recognises that every Employee's experience of domestic and family violence is unique. In providing support for, and minimising the risk to safety of, Employees experiencing domestic and family violence the Employer will:
- (i) subject to clause 39.3 (a)(ii), respect the agency of the Employee as the decision maker in relation to the nature of the support they require (as outlined in clause 0 or otherwise) and any associated communication about these supports;
 - (ii) prioritise the safety of the Employee experiencing domestic and family violence, and other Employees, in the workplace;
 - (iii) acknowledge that any actions taken by the Employer may impact Employees and their dependents safety at work and at home;
 - (iv) recognise the Employee's right to confidentiality, as outlined in clause 0, except in instances where the safety of Employees (including other employees not directly experiencing domestic or family violence) must be prioritised;
 - (v) train identified Employees as contact officers to provide information and support to Employees experiencing domestic and family violence;
 - (vi) provide Employees with training on domestic and family violence, with a specific focus on preventative steps and response in the workplace;
 - (vii) ensure that Employees who are required to support Employees experiencing domestic and family violence are equipped to provide evidence based support, which acknowledges the impact of trauma, through the provision of training and other resources;
 - (viii) clearly communicate to an Employee experiencing domestic and family violence any mandatory reporting obligations the Employer may have to comply with;
 - (ix) acknowledge and take into account the Employee's experience of domestic and family violence if an Employee's attendance or performance at work is affected by domestic or family violence.
- (b) The Employer recognises that there will be Employees who use domestic and family violence. In line with the Employer's position against domestic and family violence the Employer may:

- (i) support Employees to access evidence-based behaviour change supports approve any reasonable request for flexible work arrangements to facilitate the Employee seeking evidence-based behaviour change supports.
- (ii) The Employer may take disciplinary action against an Employee who has used domestic and family violence, up to and including termination of employment.

39.4 Leave

- (a) An Employee experiencing domestic or family violence will have access to 10 days paid Special Leave for domestic and family violence per calendar year to support the establishment of their safety and recovery. Temporary and part time employees are entitled to leave under this clause on a pro rata basis.
- (b) This leave will assist Employees to:
 - (i) attending medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
 - (ii) organising alternative care or education arrangements for their children,
 - (iii) attending court and other legal proceedings relating to their experience of domestic and family violence, allow time for the employee to seek alternate or safe accommodation, and
 - (iv) other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
- (c) This leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days.
- (d) Given the emergency context in which this leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- (e) When assessing leave applications, the Employer needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require evidence.

39.5 Workplace Domestic and Family Violence Support

- (a) To provide support to an Employee experiencing domestic and family violence, the Employer will approve any reasonable request from an Employee experiencing domestic and family violence for but not limited to:
 - (i) changes to their span or pattern of hours and / or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment with the Employer;
 - (iv) a change to their telephone number and/or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for flexible work arrangements; and
 - (v) increased security measures in their workplace including entry and egress.
- (b) Subject to the Employee being satisfied that safety has been established and the Employer also being satisfied, if an Employee has requested a reasonable change to their working arrangements

in accordance with clause 39.5(a), an Employer will not then unreasonably refuse a request from an Employee to maintain change or remove these arrangements.

- (c) The Employer will assist an Employee experiencing domestic or family violence with access to support and referral services and/or other local resources.

39.6 Protecting the confidentiality of Employees experiencing domestic or family violence

- (a) The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence that a breach of confidentiality may pose a risk to the safety of the Employee and others.
- (b) To protect the confidentiality of an Employee experiencing domestic or family violence the Employer will:
 - (i) adopt a ‘needs to know’ approach to any communications regarding the Employee’s experience;
 - (ii) not store or include any information about the following matters on the Employee’s personnel file or payslip:
 - A. the Employees experience of domestic or family violence
 - B. special leave accessed for the purpose of domestic and family violence leave in accordance with this clause.
 - C. support provided by the Employer (under clause 39.5 or otherwise).
- (c) Any information regarding an Employee’s experience of domestic or family violence, including any domestic and family violence leave or supports provided (under clauses 39.4, 39.5 or otherwise), can only be accessed by Executive Director People and Culture Business Partnering.
- (d) The Employer recognises that the Employer’s commitment to, and obligations regarding, confidentiality are subject to:
 - (i) any steps that the Employer must to take to ensure the safety of all Employees
 - (ii) any mandatory reporting requirements.
- (e) Where the Employer does need to disclose confidential information for the reasons outlined in subclause (d), the Employer will make every reasonable effort to inform the Employee of this disclosure before it is made, and support the employee to take practical steps to minimise an associated safety risks.

40. Leave Without Pay

- 40.1 This clause applies to Salaried Employees and Maritime Employees. Professional Engineers are covered by clause 63.
- 40.2 An Employee wishing to take a period of leave without pay shall make application to the Employer specifying the reasons for such leave and the period of leave proposed.
- 40.3 Each application for leave without pay shall be considered by the Employer on its merits, taking into account the wishes of the Employee and the requirements of the business unit. Leave without pay shall only be granted if business needs can be accommodated during the period of leave proposed.
- 40.4 The RMS Group’s Leave Without Pay Procedure outlines the entitlement, arrangements and effect of such leave.

41. Public Holidays

- 41.1 Subject to subclause 41.2, Employees are entitled, without loss of pay, to the following standard public holidays:
- (a) New Year's Day;
 - (b) Australia Day;
 - (c) Good Friday;
 - (d) Easter Saturday;
 - (e) Easter Sunday;
 - (f) Easter Monday;
 - (g) Anzac Day;
 - (h) Sovereign's Birthday;
 - (i) Labour Day;
 - (j) Christmas Day;
 - (k) Boxing Day;
 - (l) an additional day between Boxing Day and New Year's Day (public service holiday), and such other Local Public Holiday, public holiday/s or substitute day as ordered by the government from time to time up to a maximum of two gazetted local public holidays (or four half days) and provided the Employee works in the local area on the working day before and after a Local Public Holiday.
- 41.2 Employees are only entitled to be paid public holidays for the days on which they would ordinarily work, but for the holiday occurring.
- 41.3 Professional Engineers required to work on a Local Holiday or the Public Service Holiday are entitled to either time off in lieu as set out in subclause 25.5 or paid as per subclause 41.5 below.
- 41.4 Salaried Employees who have been granted leave without pay covering a total period of absence from duty of not more than two weeks, may be granted payment for public holidays occurring during such absence provided that such public holiday falls on days which would normally be working days.
- 41.5 Subject to subclause 41.6, Salaried Employees and Professional Engineers (including casual Employees) directed to work on a public holiday will be paid at the rate of double time and a half for the time worked.
- 41.6 Salaried Employees engaged on continuous work that is required to be carried out on a public holiday shall be paid for such work at the rate of double time.

PART B - SPECIFIC PROVISIONS

SECTION 6 - SPECIFIC PROVISIONS FOR SALARIED EMPLOYEES

42. Compliance Operations Inspectors (COIs) and Compliance Operations Managers

- 42.1 The provisions of this subclause 42.1 to 42.6 apply only to Employees employed in the classification of COI.

42.2 The ordinary hours of duty are 35 hours per week over five days.

42.3 Shift Work

- (a) COIs are employed to perform Shift Work.
- (b) The ordinary hours for day, afternoon and night shifts shall not exceed those worked daily or weekly by other Employees working normal hours Monday to Friday inclusive.
- (c) Day shift means those shifts where the ordinary hours of work are worked between 6.00am and 6.00pm.
- (d) Afternoon shift means those shifts where the ordinary hours of work commence at or after noon and before 4.00pm.
- (e) Night shift means those shifts where the ordinary hours of work commence at or after 4.00pm and before 6.00am.
- (f) Payment for day shift shall be at the ordinary rate of pay.
- (g) Payment for afternoon shift shall be at the ordinary rate of pay plus 12 ½ %.
- (h) Payment for night shift shall be at the ordinary rate of pay plus 15%.
- (i) Payment for all ordinary time worked on a Saturday shall be paid for at the rate of time and one half of the ordinary rate of pay.
- (j) Payment for all ordinary time worked on a Sunday shall be paid for at the rate of double time of the ordinary rate of pay.
- (k) Payment for all ordinary time worked on a Public Holiday shall be paid for at the rate of double time and one-half of the ordinary rate of pay.
- (l) Those COIs employed on continuous shift work shall be credited with an additional 5 days annual leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that the COI so works.

42.4 Shift Work Rosters

- (a) To provide flexibility in working arrangements, site specific shift work rosters may be agreed between the Employer and COIs who are to work the site specific shift work roster. Site specific shift work rosters will be formalised in writing prior to implementation.
- (b) Where notice is given of a change in shift with less than seven days' notice, any shift so worked shall be paid at the rate of the previously rostered shift if it is greater.

42.5 Meal Breaks

- (a) No COI shall be required to work more than five consecutive hours without a meal break.
- (b) COIs working day, afternoon and night shift are entitled to a lunch break of not less than 30 minutes in the COIs time. COIs taking an unpaid lunch break on an afternoon or night shift only are entitled to be paid the applicable shift loading for the lunch break (i.e. 12 ½ % or 15% of the ordinary rate of pay for the duration of the lunch break).
- (c) Where required by the Employer, and in lieu of a lunch break, the COI is to take a 20 minute crib break.

42.6 Banktime Arrangements

- (a) COIs shall work an additional 22 minutes per day on 19 days in each four week work cycle to allow for the accumulated time to be taken off during the next four week cycle.
- (b) Subject to subclause 42.6(a) directly above, one accrued day off may be taken in each four week work cycle.
- (c) The Accrued Day Off will be observed between Monday to Friday (inclusive), normally on the day shift, to suit the needs of the Employer. The day off will coincide with the COI's preference where possible.
- (d) Where a COI works on the Accrued Day Off, the COI may elect, where practicable, to have another day off in substitution thereof before the end of the succeeding work cycle. Provided that in such case the accrued entitlements are transferred to the substituted day off.
- (e) COIs absent from duty on any type of approved leave (sick, annual, leave without pay etc) other than a public holiday will be credited with seven hours in respect of each day absent from duty.
- (f) In order to qualify for the 'banktime' entitlement of one day for the work cycle, COIs may, subject to approval make up any time by taking annual leave or leave without pay (1/4 day minimum).

42.7 The provisions of this subclause 42.7 to 42.8 apply only to Employees employed in the classification of Compliance Operations Managers.

42.8 Shift Work

- (a) Compliance Operations Managers may be required to perform Shift Work.
- (b) Afternoon shift means those shifts where the ordinary hours of work commence at or after noon and before 4.00pm.
- (c) Night shift means those shifts where the ordinary hours of work commence at or after 4.00pm and before 6.00am.
- (d) Payment for afternoon shift shall be at the ordinary rate of pay plus 12 ½ %.
- (e) Payment for night shift shall be at the ordinary rate of pay plus 15%.
- (f) Payment for all ordinary time worked on a Saturday shall be paid for at the rate of time and one half of the ordinary rate of pay.
- (g) Payment for all ordinary time worked on a Sunday shall be paid for at the rate of double time of the ordinary rate of pay.
- (h) Payment for all ordinary time worked on a Public Holiday shall be paid for at the rate of double time and one-half of the ordinary rate of pay.
- (i) Compliance Operations Managers taking an unpaid lunch break on an afternoon or night shift only are entitled to be paid the applicable shift loading for the lunch break (i.e. 12 ½ % or 15% of the ordinary rate of pay for the duration of the lunch break).

43. Hours of Work and Additional Conditions for Telephone Customer Service Centre Employees

43.1 Hours of Work

(a) Spread of Hours

The ordinary hours of work shall be within the spread of hours as follows:

Monday to Friday	7.50am to 5.20pm
Saturday	8.20am to 4.20pm

No Employee shall be required to work more than five consecutive hours without a meal break. A meal break shall be for a minimum of 30 minutes duration.

43.2 Change of Hours within Spread of Hours

- (a) Any change to the trading hours of a Telephone Customer Service Centre within the spread of hours as set out in subclause 43.1, shall be subject to the following consultative process:
- (i) the Employer shall notify the PSA in writing of any change to trading hours at least six weeks in advance of the date on which the change is proposed to take place;
 - (ii) the PSA shall be given two weeks in which to provide any written comments on the proposed change;
 - (iii) following consideration of any comments received, the Employer will notify the PSA in writing of the full details of its decision including the reasons for making such decision.

43.3 Standard Hours of Work

(a) Full Time Employees

- (i) The ordinary hours of work shall be 70 hours over a two week roster cycle.
- (ii) Full Time Employees in a Telephone Customer Service Centre which trades on Saturdays, that are rostered to work one Saturday in two, shall work nine days during the two week roster cycle. Provided that Full Time Employees will, with the agreement of the Employer, be able to work ten days including Saturdays during the cycle.
- (iii) Subject to subclause 43.4, Rosters, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee.
- (iv) The minimum hours to be worked by Full Time Employees on a Saturday shall be four.

(b) Part time Employees

- (i) The minimum ordinary hours of work to be worked by Part Time Employees shall be 15 hours per week.
- (ii) The minimum ordinary hours to be worked by Part Time Employees shall be three.
- (iii) Part Time Employees shall not be required to work more than five consecutive days in any fortnight roster cycle.
- (iv) Part Time Employees shall not be required to work more than one Saturday in two except by mutual agreement.
- (v) Notwithstanding the days specified, Part Time Employees may be required by the Employer to work on Saturdays. In such case the specified days and/or hours on the specified days will be reduced accordingly to retain the specified hours as a minimum.
- (vi) Subject to subclause 43.4, Rosters, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee. The Employee can

require up to three months between the agreement to change the specified span of hours or days and the implementation of the change.

43.4 Rosters

- (a) Rosters will be based on fortnightly periods and published monthly in advance. Rosters will be posted in a position accessible to Employees.
- (b) In the event of an emergency (for example, fire, flood, major transport disruption) the hours of work and/or the rostered starting and finishing times on any one day may be changed. Shortages and/or vacancies due to rostering are not an emergency for the purposes of this subclause.
- (c) Where less than seven days notice is given by the Employer of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- (d) Mutual exchanges of rostered days between Employees shall be subject to the Employer' prior agreement.
- (e) Where Employees are rostered in such a fashion that the days on which they are rostered to work fluctuate from week to week, an Employee rostered off work on a public holiday being a day on which the Employee usually works shall be paid by mutual agreement between the Employer and the Employee in one of the following methods:
 - (i) payment of an additional day's salary;
 - (ii) addition of one day to the Employee 's annual holidays;
 - (iii) an alternate day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.

Provided that for this subclause 43.4 "day" is the number of hours the Employee would have worked were the Employee rostered on that day.

- (f) The Employer can, on up to three Saturdays each calendar year, require Employees to attend a training session after trading hours and within the spread of hours as set out in subclauses 43.1, 43.2 and 43.3. The time spent on training will be adjusted as part of the Employee's ordinary hours. The Employee will be rostered off for one equivalent block of hours during that roster cycle or during either of the next two roster cycles.

43.5 Loadings for Certain Ordinary Hours

- (a) Payment for all ordinary hours of duty Monday to Friday shall be at the ordinary salary rate.
- (b) For full-time and part-time Employees payment for all ordinary hours of duty on Saturday shall be at the ordinary salary rate plus 50 per cent. For casual Employees the payment for all ordinary hours of duty on Saturday shall be 1.66 times the Monday to Friday ordinary hourly rate for the first year of the classification in which they are employed, except for Registry Services Officers 21 years of age and over who shall be paid the fourth year of that classification.
- (c) Where part-time Employees work in excess of the rostered hours for a day and within the spread of ordinary hours of duty as set out in subclause 43.1, Monday to Friday, payment for time worked in excess of the rostered hours shall be made at the ordinary hourly rate.
- (d) Where part-time Employees are required to work in excess of the rostered hours on a Saturday - but within the spread of ordinary hours of duty for Saturday, as set out in subclause 43.1 of this clause, a loading of 50% as prescribed in subclause 43.5(b) shall apply.

43.6 Overtime

- (a) Full-time Employees shall be paid overtime for all time worked:
 - (i) outside the spread of ordinary hours of duty as set out in subclause 43.1.
 - (ii) before or after the daily ordinary hours of duty set out in the roster described in the provisions of Part C - Rosters of this clause and worked within the spread of hours of duty set out in subclause 43.1.
- (b) Part-time Employees and casual Employees shall be paid overtime for all time worked:
 - (i) outside the spread of ordinary hours of duty as set out in subclause 43.1.
 - (ii) in excess of 35 hours per week.
- (c) Where Employees are rostered on six consecutive days, work within the spread of ordinary hours of duty on the sixth day shall be paid at the overtime rate, and does not include loading in accordance with subclause 43.5.

44. Hours of Work and Additional Conditions for Drives Help Desk Employees

44.1 Spread of Hours

The ordinary hours of duty shall be within the spread of hours:

Monday to Friday	7.50am to 5.20pm
Saturday	8.20am to 4.20pm

No Employee shall be required to work more than five consecutive hours without a meal break. A meal break shall be for a minimum of 30 minutes duration.

44.2 Change of Hours within the Spread of Hours

Any change to the trading hours of the DRIVES Help Desk within the spread of hours shall be subject to the following consultative process:

- (a) The Employer shall notify the PSA in writing of any change to trading hours at least six weeks in advance of the date on which the change is proposed to take place.
- (b) The PSA shall be given two weeks in which to provide any written comments on the proposed change.
- (c) Following consideration of any comments received, the Employer shall notify the PSA in writing of the full details of its decision including the reasons for making such decisions.

44.3 Standard Hours of Work

The ordinary hours of duty for full time Employees shall be 70 hours worked over a two week roster cycle.

- (a) Full time Employees that are rostered to work one Saturday in two shall work nine days during the two week roster cycle, provided that subject to the Employer's agreement, they will be able to work ten days including Saturdays during the roster cycle.
- (b) Full time Employees shall not be required to work more than five consecutive days during the roster cycle.

- (c) Subject to subclause 44.4, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee.

44.4 Rosters

- (a) Rosters will be based on fortnightly periods and published monthly in advance. Rosters will be posted in a position accessible to Employees.
- (b) In the event of an emergency the hours of work and/or the rostered start and finishing times on any one day may be changed.
- (c) Where less than seven days notice is given by the Employer of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- (d) Mutual exchanges of rostered shifts between Employees shall be subject to the Employer's prior agreement.
- (e) Where Employees are rostered in such a fashion that the days on which they are rostered fluctuate from week to week, an Employee rostered off work on a public holiday being a day on which the Employee usually works shall be paid by mutual agreement between the Employer and the Employee in one of the following methods:
 - (i) Payment of an additional day's salary;
 - (ii) Addition of one day to the Employee's annual holidays;
 - (iii) An alternative day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.
 - (iv) Provided that for this clause "day" is the number of hours the Employee would have worked were the Employee rostered on that day.

45. Hours of Work and Additional Conditions for Work Support Employees

45.1 Definitions for the purpose of this clause:

WSO means Work Support Officers employed as members of the Transport Service in the RMS Group.

Competency means the combination of knowledge, skills and attributes that are needed for specific job related tasks.

45.2 Hours of Work

- (a) The ordinary hours of duty of WSOs shall be 35 hours per week between 7.00am to 5.30pm on 5 days per week, Monday to Friday inclusive.
- (b) A lunch break shall be taken of not less than 30 minutes in the WSO's time.
- (c) Working hours (i.e. a bank up of hours) will be in accordance with the following provisions:
 - (i) An additional 22 minutes per day shall be worked on 19 days each four week work cycle to allow for the accumulated time off during the next four week cycle.
 - (ii) Subject to the provisions of this subclause one accrued day off may be taken in each four week work cycle. Such accrued day off will be observed between Monday to Friday (inclusive).

- (iii) Where a WSO works on the accrued day off, the WSO may elect to have another day off in substitution thereof before the end of the succeeding work cycle. Such election should be granted where practicable, provided that in such case the accrued entitlements are transferred to the substituted day off.
- (d) WSOs absent from duty on any type of approved leave or a public holiday will be credited with 7 hours 22 minutes in respect of each day absent from duty. WSOs absent from duty on approved leave (sick leave, annual leave etc) will have 7 hours 22 minutes debited against their leave accrual for each day absent from duty.

45.3 Progression from Grade to Grade

- (a) WSO positions will only be created where the range of tasks at the location would eventually allow the incumbent to progress to Grade 3.
- (b) Progression from grade to grade need not depend upon the availability of an advertised job vacancy nor is it restricted by the number of WSOs already at a particular grade. Progression to another grade is totally dependent upon meeting the progression criteria detailed in the relevant policy/procedure.
- (c) Persons at the time of appointment as a WSO will be assessed to determine the grade at which they will commence. Once appointed to a grade, a WSO will need to meet the progression criteria in order to further progress through the grades.
- (d) Persons appointed as a WSO in training will remain at that level until they are eligible to progress to Grade 1.

45.4 Maintenance of grade and salary shall be dependent upon WSOs maintaining the required level of competence in the tasks for which they have been assessed and for which their grading and salary level has been determined. To ensure the level and currency of competencies, the WSO will undergo supplementary assessment of their tasks every two years to demonstrate that they have maintained their skills in those tasks.

46. Hours of Work for Traffic Supervisors

- 46.1 The ordinary working hours for Traffic Supervisors shall be 38 hours per week and shall be worked as a 20 day four week cycle with 19 working days of eight hours each in accordance with rosters, with 0.4 of one hour each day worked accruing as an entitlement to take, in each cycle, an accrued day off.
- 46.2 The accrued day off is subject to managerial prerogative to best suit the working needs of the organisation, provided that the accrued day off is to be taken between Monday and Friday (inclusive) during the day shift.
- 46.3 The ordinary hours of work shall not exceed 8 per day to be worked in a maximum of 10 shifts per fortnight, provided that not more than 6 consecutive shifts shall be worked in eight consecutive days. A shift may be worked on any day of the week, including Sunday, during any period of 24 hours. The times between which the ordinary hours may be worked may be altered by agreement between the Employer and the PSA.
- 46.4 Where the agreed accrued day off prescribed by subclause 46.1 falls on a public holiday the next working day on which the Employee is normally rostered for duty shall be taken in lieu of the accrued day off, unless an alternative day in that four-week cycle or the next four-week cycle is agreed between the Employer or its representative and the Employee.
- 46.5 Each day of paid sick or annual leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

- 46.6 Where an Employee is ill or incapacitated on the accrued day off, the Employee shall not be entitled to payment of sick leave on that day nor shall the Employee's sick leave entitlement be reduced as a result of such illness or incapacity.
- 46.7 An Employee who has not worked, or is not regarded by reason of subclause 46.3 as having worked a complete four week cycle, shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, on the accrued day off, or in the case of termination of employment, on termination.
- 46.8 Where agreement is reached between the Employer and an Employee, that Employee may accumulate up to a maximum of four accrued days off before they are taken as days off and, when taken, those days shall be regarded as days worked for accrual purposes. When such agreement has been reached under the terms of this paragraph, an Employee is not entitled to be paid at the rate as specified in subclause 46.9.
- 46.9 Subject to subclause 46.7, the accrued day off prescribed in subclauses 46.1 and 46.2 shall be taken as a day off provided that the day may be worked where it is required by the Employer. Where the Employee is required to work on their accrued day off, the Employee shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- 46.10 Where an Employee works on the accrued day off, the Employee may elect to have another day off in substitution before the end of the succeeding work cycle, provided that such day off is subject to management prerogative to best suit the working needs of the Employer and that in such cases the accrued entitlements are transferred to the substituted day off.
- 46.11 The provisions contained in subclauses 46.1 to 46.7 of this clause shall also apply to shift workers by substituting the word 'shift' for 'day' in each cycle.

47. Hours of Work and Additional Conditions for Senior Coordinator Customer & Network Operations, Customer & Network Operations Coordinator and Traffic Commanders

Manager - Senior Coordinator Customer & Network Operations and Customer & Network Operations Coordinator

- 47.1 Ordinary Hours of work shall be 35 per week.
- 47.2 Incident Co-Ordination Allowance
- (a) The incident co-ordination allowance set out in item 26 of Schedule B - Allowances and Expenses will be paid to Employees in the positions of Senior Coordinator Customer & Network Operations and Customer & Network Operations Coordinator for all days the employee is required to be rostered on-call, excluding during periods of leave (other than sick leave, carer's leave and family and community service leave of 2 consecutive days or less).
- (b) In addition, Employees in the positions of Senior Coordinator Customer & Network Operations and Customer & Network Operations Coordinator will be entitled to the payment of a disturbance allowance in accordance with subclause 47.3 in the event the Employee is contacted outside of normal working hours.
- (c) When in receipt of the incident co-ordination allowance and not in the workplace, the Employee:
- (i) is not required to remain at home, but must be able to be contacted immediately in the case of emergencies;
- (ii) must be able to respond to an emergency within a reasonable time or within the response time agreed with the Employer;
- (iii) must remain in a proper state of fitness to drive a motor vehicle and perform the required duties; and

- (iv) must be available to respond to a call unimpaired by the effects of alcohol or drugs.

47.3 Disturbance Allowance

- (a) Employees in the position of Senior Coordinator Customer & Network Operations and Customer & Network Operations Coordinator may be contacted when in receipt of the incident co-ordination allowance and outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. These Employees may be contacted to put into place emergency arrangements by contacting other Employees, persons or agencies to attend an incident or providing advice in response to an emergency situation.
- (b) The disturbance allowance is:
 - (i) paid at a minimum of one hour of the ordinary hours rate; and
 - (ii) not paid if the Employee's salary exceeds the top step of USS Grade 11 or equivalent.
- (c) Where more than one telephone call is received or made within the hour, only one hourly payment is paid. However, if the assistance provided by the Employee extends beyond one hour in duration, the Employee will be entitled to be paid overtime for the duration of the assistance provided. Where the Employee is paid overtime, the Employee is not entitled to the disturbance allowance in respect of the same occasion.
- (d) The disturbance allowance is payable under the arrangements set out in the RMS Group On-Call and Disturbance Allowance Procedure.
- (e) Communications made when not in attendance at the workplace in regard to routine administrative matters are not considered a disturbance for the purposes of an emergency and does not warrant payment of a disturbance allowance. Such matters may include:
 - (i) Where an employee contacts the Employer regarding an inability to attend work on any particular day; or
 - (ii) Where an employee is contacted to be advised of a business matter that does not require an immediate response.

48. Hours of Work and Additional Conditions for Shift Managers and Operations Coordinators in the RTOC

48.1 Hours of Work

- (a) Ordinary Hours

The ordinary hours of work shall be 35 per week.
- (b) Full Time Employees
 - (i) Employees shall be continuous shift workers.
 - (ii) Other than Employees on probation, the ordinary hours of work shall be 140 hours worked over a 4 week roster cycle. Employees shall be rostered to work shifts of 12 hours 10 minutes, including a 30 minute unpaid meal break and a 20 minute paid crib break.
 - (iii) Employees on probation may be rostered to work shifts of at least 7 hours and 30 minutes and up to 12 hours and 10 minutes. Until an Employee on probation is rostered for shifts of 12 hours 10 minutes on a permanent basis, they will be paid for any hours worked in excess of 7 at overtime rates.

- (iv) When rostered for shifts of 12 hours 10 minutes full time Employees shall not be rostered to work more than three consecutive days in any seven day period.
- (c) Where Employees are rostered to work shifts of 12 hours 10 minutes:
 - (i) They shall be entitled to a rest break of at least 10 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
 - (ii) They shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. Where Employees are directed to resume work without having a rest break of at least 10 consecutive hours, payment shall be at the rate of double time, or double time and one half if on a public holiday until they are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 48.2.
 - (iii) Where Employees have not observed a rest break of at least 10 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 48.2.
- (d) Part Time Employees:
 - (i) A Part-Time Employee shall be engaged to work agreed contract hours. The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee.
 - (ii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate in accordance with clause 48.3.
- (e) Meal Breaks

Employees shall not work more than 5 hours from the commencement of a shift without having a 30 minute unpaid meal break. Employees rostered on shifts of 12 hours 10 minutes shall after a further 5 hours of work have a paid crib break of 20 minutes.

48.2 Shiftwork

- (a) For the purposes of this sub clause:
 - (i) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
 - (ii) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
 - (iii) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.
 - (iv) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.
- (b) Payment for Shift Work
 - (i) Payment for day shift shall be at the ordinary rate of pay,
 - (ii) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent,

- (iii) Payment for afternoon shift (on Monday to Friday) shall be at the ordinary rate of pay plus 12 ½ per cent,
 - (iv) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.
 - (v) Payment for all ordinary time worked on a Saturday shall be at the rate of:
 - (A) time and one half of the ordinary rate of pay for the first 2 hours and double time thereafter for each Saturday worked up to 30 June 2017;
 - (B) time and one half of the ordinary rate of pay for each Saturday worked on and after 1 July 2017.
 - (vi) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
 - (vii) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
 - (viii) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
 - (ix) Employees are entitled to a 17.5 per cent annual leave loading. Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.
- (c) Additional Annual Leave
- Full time Employees shall be credited with an additional 35 hours recreational leave per annum. This leave accrues progressively during a year of service according to the Employee's ordinary hours of work.
- (d) Shift Rosters
- (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
 - (ii) Rosters will be made available at least 30 calendar days in advance.
 - (iii) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
 - (iv) Where notice is given of a change in shift with less than 7 days' notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

48.3 Overtime Worked

- (a) Payment of overtime shall be made at the following rates:
 - (i) All time worked in excess of 11 hours 40 minutes per shift between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
 - (ii) Any overtime work carried out on Sundays shall be paid for at the rate of double time.

- (iii) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (iv) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (v) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours' notice in advance will be paid one meal allowance in accordance with Schedule B Item 2 of the Roads and Maritime Services Consolidated Salaried Award 2019.

48.4 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 9 days each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) During the first 4 months of employment, an Employee can access up to 3 days paid sick leave even though that leave has not yet accrued.

49. Hours of Work and Additional Conditions for Sydney Harbour Bridge Control Room Employees

49.1 Hours of Work

- (a) Ordinary Hours

The ordinary hours of work shall be 210 hours in a 6 week period.

- (b) Full Time Employees

- (i) Employees shall be continuous shift workers.
- (ii) Other than Employees on probation, the ordinary hours of work shall be 210 hours worked over a 6 week roster cycle. Employees shall be rostered to work shifts of 12 hours 30 minutes, including a 30 minute unpaid meal break and a 20 minute paid crib break on a day shift. And 12 hours on a night shift with a paid meal break and a 20 minute paid crib break.
- (iii) When rostered for shifts of 12 hours 30 minutes or 12 hours full time Employees shall not be rostered to work more than 4 consecutive days over a week in any one 6 week roster.

- (c) Where Employees are rostered to work shifts of 12 hours and 12 hours 30 minutes:

- (i) They shall be entitled to a rest break of at least 10 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (ii) They shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. (iii) Where Employees have not observed a rest break of at least 10 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours.

- (d) Part Time Employees:

- (i) A Part-Time Employee shall be engaged to work agreed contract hours. The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee.

- (ii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate.
- (e) Meal Breaks
 - (i) Day shift - Employees on 7 hours shifts shall not work more than 5 hours from the commencement of a shift without having a 30 minute unpaid meal break.
 - (ii) Day shifts - Employees on 12 hours shall after a further 5 hours of work have a paid crib break of 20 minutes.
 - (iii) Night shifts - Employees on 12 hours shifts shall have a meal break be of thirty minutes duration and shall be taken as part of the ordinary working hours, to be paid for at the appropriate shift rate and a paid crib break of 20 minutes
 - (iv) In the event the Employee is directed to work during a meal break, the meal break will be paid at the ordinary rate plus any applicable shift loading.

49.2 Shift work

- (a) For the purposes of this sub clause:
 - (i) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
 - (ii) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.
- (b) Payment for Shift Work
 - (i) Payment for day shift shall be at the ordinary rate of pay,
 - (ii) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.
 - (iii) Payment for all ordinary time worked on a Saturday shall be at the rate of: time and one half of the ordinary rate of pay
 - (iv) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
 - (v) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
 - (vi) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
- (c) Additional Annual Leave
 - (i) Full time Employees shall be credited with an additional 35 hours recreational leave per annum. This leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

Leave Loading - Clause 27.10 of the Award applies.
- (d) Shift Rosters
 - (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
 - (ii) Rosters will be made available at least 30 calendar days in advance.

- (iii) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (iv) Where notice is given of a change in shift with less than 7 days' notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

49.3 Overtime Worked

Payment of overtime shall be made at the following rates:

- (a) All time worked in excess of 12 hours per shift between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
- (b) Any overtime work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (d) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (e) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours' notice in advance will be paid one meal allowance in accordance with Schedule B Item 2 of the Roads and Maritime Services Consolidated Salaried Award 2019.

49.4 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 105 hours each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) During the first 4 months of employment, an Employee can access up to 3 days paid sick leave even though that leave has not yet accrued.

SECTION 7 - SPECIFIC PROVISIONS FOR PROFESSIONAL ENGINEERS

50. Shift Work Definitions

Early morning shift means a shift with ordinary hours commencing between 4.00am and 6.00am, Monday to Friday.

Day shift means a shift with ordinary hours commencing between 7.00am and 5.00pm Monday to Friday.

Afternoon shift means a shift with ordinary hours commencing at or after noon Monday to Friday.

Night shift means a shift commencing at or after 4.00pm and finishing at or before 4.00am Monday to Friday.

51. Call Out/Call Back

51.1 Professional Engineers who are called back to work outside their standard hours, or outside the hours of 7.30 am and 6.00 pm if working under a flexible working hours arrangement:

- (a) are paid a minimum of three hours at overtime rates for each separate call-out, except where:
 - (i) Employees are called out on more than one occasion and the first and subsequent call-out payment periods of three hours overlap. If this occurs, payment is calculated from the start of the first call-out period until the end of the last call-out provided that the total period of all overlapping call-out periods exceeds three hours. If the total period of all

overlapping call-out periods is less than three hours, Employees are paid for three hours at overtime rates;

- (ii) Where the call-out work extends into ordinary hours of work, overtime is paid up to the normal starting time only.

52. Specialist Engineers

- 52.1 Professional Engineers from any field of professional engineering may gain personal promotion to any Engineer level up to and including Level 6 Engineer, as specialist engineers whilst still occupying a position graded at a lower level. Professional Engineers at Level 6 may receive an allowance, in lieu of a personal promotion, as specialist engineers whilst still occupying a position graded as Level 6.
- 52.2 Progression to a higher personal Level salary for Professional Engineers must be recommended by the majority of the Specialist Engineer Accreditation Committee. The Professional Engineer must submit a case to the committee which indicates that the Professional Engineer has specific attributes of a significant nature which would be relevant and beneficial to the Employers' functions.
- 52.3 Relevant criteria which would be examined by the committee include:
- (a) Holding a degree at or above the level of Master of Engineering Science or Master of Science in a relevant specialist or technical area from a recognised Australian University (or overseas equivalent), not being a Master of Business or Public Administration; or
 - (b) Holding a specialist graduate diploma in a field related to the work of the Professional Engineer with the Employer, not being a graduate diploma in management or a business administration diploma; or
 - (c) Having shown originality or made high level contributions or attained reputation or standing in the engineer's specialist field of work.
 - (d) The Specialist Engineer Accreditation Committee will consist of a representative of the Employer, Professionals Australia and a mutually acceptable independent expert in the specialist field under consideration.
 - (e) If an Employee is dissatisfied with the recommendation of the Specialist Engineer Accreditation Committee, the Employee may appeal to their Director who will review the decision in conjunction with the Director People.

53. Recognition of Professional Engineering Skills

- 53.1 The importance of the contribution of Professional Engineers to the Employer is recognised by this Award.
- 53.2 An Employee with the qualification of a Professional Engineer working in a position that requires those skills or qualifications may apply to be recognised as a Professional Engineer under this Award. Recognition is available in accordance with the RMS Group policy on the Recognition of Professional Engineers. Applications will not be unreasonably refused.
- 53.3 The Recognition of Professional Engineers Policy will not be amended without the agreement of Professionals Australia.

54. Professional Development

- 54.1 The Employer and Professionals Australia will work together to ensure best practice workforce development that builds and maintains engineering capability within the RMS Group, and in doing so provides industry leadership for ongoing engineering workforce development.

- 54.2 The Employer and Professionals Australia are committed to identifying future risks and committed to working together constructively to find solutions.
- 54.3 The Employer and Professionals Australia agree that Employees will continue to be provided with the maximum opportunities for professional development. This should occur as part of the PDR process. To assist managers of Professional Engineers in the PDR process, an annual HR Circular will be produced summarising the opportunities available for Professional Engineers under the Award, in consultation with Professionals Australia, and providing examples of appropriate professional development opportunities available.
- 54.4 The type of internal and external courses provided will be determined by consultation between Professionals Australia and the Employer.
- 54.5 Professional development will not be limited to internal and external training courses and may include Professional Engineers' exchange programs, secondments (within the Employer, with the Transport Cluster and/or into the private sector), shadowing, mentoring, coaching, attendances at conferences, seminars or short term study courses which have been approved by the Employer and permission granted for the Employee to attend.
- 54.6 Where a Professional Engineer is unable to access professional development over a period of more than 18 months, due to:
- (a) professional development opportunities not being approved in the PDR;
 - (b) opportunities approved in the PDR not being provided, and/or
 - (c) the Professional Engineer not being released to attend/participate in the identified opportunities, the Professional Engineer may have their access to professional development opportunities reviewed by the Director People to ensure compliance with this clause.

55. Professional Engineer Development Program (PEDP)

- 55.1 There will be a mechanism for Professional Engineers to progress from Engineer Level 1 to Engineer Level 2 without the requirement to win a position on merit.
- 55.2 Progression will only occur when the Professional Engineer is assessed as meeting the relevant criteria for Engineer Level 2.

56. Knowledge Transfer

- 56.1 The Employer recognises the importance of succession planning and knowledge transfer prior to the retirement or exit of Professional Engineers.
- 56.2 Where a Professional Engineer is identified as having expertise in a specific field or aspect of engineering, a knowledge transfer process will be prepared. The process will be prepared at least 12 months prior to retirement or exit of the Employee, where the exit date is known or can be estimated. The aim of the knowledge transfer process is to ensure the handover of important technical and organisational knowledge to current employees.
- 56.3 The knowledge transfer process will incorporate:
- (a) information session(s) by the Professional Engineer;
 - (b) documentation by the Professional Engineer;
 - (c) mentoring;
 - (d) shadowing;

- (e) the release of the Employees involved from their normal duties, to allow sufficient time to participate; and
- (f) where the Employee agrees, the option for part time employment to facilitate the knowledge transfer process.

57. Women in Engineering

- 57.1 The Employer is committed to increasing the representation of women in the workforce, including in engineering.
- 57.2 To this end, the Employer and Professionals Australia will work together during the life of the Award on proposals for promoting, developing and retaining women in the engineering profession, including:
- (a) programs aimed at professional development, leadership development, mentoring and networking; and
 - (b) promoting flexible working arrangements amongst Employees and the Employer - including part time and job sharing arrangements - that support personal and professional needs, subject to the ability of the Employer to meet customer service, operational and business requirements.
- 57.3 The Employer will provide regular statistical analysis and reporting on women in the engineering profession covered by this Award. This information is to be provided to Professionals Australia.
- 57.4 The Employer is required to consider, and report on, gender diversity in restructuring.

58. Consultation

- 58.1 The Employer and Professionals Australia shall meet quarterly to consult and seek agreement on issues including but not limited to:
- (a) Professional development and training;
 - (b) Restructuring, relocation or organisational change where Professional Engineer positions are affected;
 - (c) Career progression, succession planning and mentoring; and
 - (d) Significant issues impacting on Professional Engineers covered by this award, such as workload and skills shortages.
- (e) Women in engineering.

59. Part-Time Employment

- 59.1 In addition to subclause 31.9 (Right to Request) and clause 26 (Flexible Working Practices) and subject to operational requirements, Employees may elect to change from full-time to part-time work to manage their work-life balance. This will enable Employees to manage family and career responsibilities or choose to reduce the number of hours worked as they approach retirement. The shift from full-time to part-time will be managed in accordance with the RMS Group's Leave and Attendance Policy and applicable procedures. Requests to work part-time will not be unreasonably refused.

60. Hours for Full-Time Employees

- 60.1 The Employer and Employees may agree to work either a standard hours arrangement or a flextime arrangement. The Employer may direct Employees to work a standard hours arrangement in exceptional circumstances.

61. Minimum Rest Period When Working Overtime

61.1 Professional Engineers who work overtime are entitled to:

- (a) a minimum rest period of at least eight consecutive hours off work between ordinary hours shifts;
- (b) not being required to be on duty for more than 16 consecutive hours;
- (c) a minimum rest break of at least four consecutive hours after working for more than 16 consecutive hours;
- (d) payment at the rate of double time or double time and a half on a public holiday until released from work, if the Employee is recalled to work without having had at least eight consecutive hours off work;
- (e) a further rest period of at least eight consecutive hours if the Employee is recalled to work without initially having had at least eight consecutive hours off work;
- (f) if an Employee's usual ordinary hours occur during the minimum rest period of eight hours in (a)-(e) above, the Employee will be paid at their normal salary for the time they are absent.

62. Disturbance Allowance

62.1 Employees may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Employees may be contacted to put into place emergency arrangements by contacting other Employees to attend an incident or providing advice in response to an emergency situation.

62.2 The disturbance allowance is:

- (a) paid at a minimum of one hour of the ordinary hours rate.
- (b) not paid if the Employee's salary exceeds the top step of Engineer Level 4.

62.3 The disturbance allowance is payable under the following arrangements:

- (a) for Employees on standard hours or flexitime, between the hours of 8.00pm and 6.00am Monday to Friday, all day Saturdays, Sundays, public holidays and accrued days off.
- (b) for shift workers, two hours after the completion of a shift, two hours prior to the commencement of a shift and all day for rostered days off and accrued days off.

62.4 Where more than one telephone call is received or made within the hour, only one hourly payment is paid.

63. Leave Without Pay

63.1 Approved Leave Without Pay

- (a) Employees may be granted leave without pay (LWOP):
 - (i) providing that good and sufficient reasons are shown for the leave,
 - (ii) up to a maximum of three years, providing that service has been satisfactory,
 - (iii) on a full-time or part-time basis,
 - (iv) commencing on the first working day after the Employee ceases work or at the expiration of paid leave, and

- (v) ceasing on the day prior to the day on which the Employee resumes work, regardless of whether that day is a working day or not.
- (b) LWOP is granted on the understanding that the Employer retains the right to:
 - (i) abolish any position on the grounds of redundancy,
 - (ii) require an Employee to relinquish a position, or
 - (iii) terminate the Employee's services, should circumstances during the absence, so require.

A decision made to abolish a position while an Employee is on LWOP does not mean that the Employee will be offered a voluntary redundancy. RMS Group's policy and procedures on the management of displaced and excess staff will apply.

- (c) Employees may not take LWOP to engage in other employment unless the Employer is satisfied that the skills and experience gained from this other employment will provide the Employer with a demonstrated benefit.
- (d) LWOP does not count as service for increment purposes where the total period exceeds five days in any 12 months.
- (e) Employees are not required to exhaust accrued paid leave before proceeding on LWOP.
- (f) If Employees obtain approval to combine all or part of accrued paid leave with LWOP, the paid leave must be taken before LWOP.
- (g) Employees are paid for public holidays falling during LWOP where the total period of LWOP does not exceed ten consecutive working days.
- (h) The effect of LWOP on extended leave entitlements is set out in subclause 33.6.
- (i) A permanent appointment may be made to the Employee's position if:
 - (i) The leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - (ii) The Employee is advised of the Employer's proposal to permanently backfill their position; and
 - (iii) The Employee is given a reasonable opportunity to end the LWOP and return to their position; and
 - (iv) The Employer advised the Employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of LWOP.
- (j) The position cannot be filled permanently unless the above criteria are satisfied.
- (k) The Employee does not cease to be employed by the Employer if their position is permanently backfilled.
- (l) Subclause 63.1(i) does not apply to full-time unpaid parental leave or to military leave.

63.2 Unauthorised Leave Without Pay

- (a) Employees who do not provide a satisfactory explanation for their absence are regarded as being absent from work without authorised leave. As a result, Employees will not be paid for this period of absence.

- (b) Nothing in this clause prevents the Employer from taking disciplinary action against Employees for unauthorised absences from work.

SECTION 8 - SPECIFIC PROVISIONS FOR MARITIME EMPLOYEES

64. Hours of Work

- 64.1 "35 hour per week Employees" means all Maritime Employees that are full time other than Senior Boating Safety Officers, Boating Safety Officers, Boating Education Officers, Team Leader Environmental Services and Environmental Service Officers.
- 64.2 "38 hour per week Employees" means Senior Boating Safety Officers, Boating Safety Officers, Boating Education Officers, Team Leader Environmental Services and Maritime Environmental Service Officers.
- 64.3 Technical Compliance Officer, Vessel Standards and Liaison Officer, Seafarer Standards and Liaison Officer and their respective Team Leaders on an annualized salary: The ordinary hours of work shall not be less than 161 hours per month averaged over a 12 month period.
- 64.4 Maritime Environmental Service Officers working a 12 hour day, rostered on three days on and three days off are deemed to work an average of 1792 hours a year. Such Employees will receive a 12 hour break between shifts.
- 64.5 Hours of work will be arranged to take into consideration the specific business needs of the Employer, and where possible, the work preferences of Employees. Service and functions provided by the Employer will not be withdrawn to accommodate the absence of Employees under the hours of work arrangements.
- 64.6 Unless prescribed otherwise in the Specific Provisions, the starting and finishing times within the spread of ordinary hours should be mutually agreed between the Employer and Employees, however if agreement cannot be reached the needs of the organisation must prevail and the Employer will therefore determine starting and finishing times.
- 64.7 Once starting and finishing times have been established, reasonable notice will be given (normally 5 calendar days) of any changes required.
- 64.8 The working of additional hours within the spread of hours will be by reasonable notice from the Employer.
- 64.9 Ordinary Hours - 35 hour per week Employees (other than those which have specific provisions or are on an annualised salary).
- (a) Ordinary hours will be an average of 35 hours per week over a cycle of four weeks on any day Monday to Friday to be determined by each business unit provided the total number of hours worked are 140 hours for Employees on a four week cycle, 280 hours for Employees on an eight week cycle, or 420 hours for Employees on a twelve week cycle.
- (b) the span of ordinary hours are between 0700 and 1900.
- 64.10 Ordinary Hours - 38 hour per week Employees (other than those which have specific provisions or are on an annualised salary).
- (a) Ordinary hours will be an average of 38 hours per week over a cycle of four weeks on any day Monday to Friday to be determined by each business unit provided the total number of hours worked are 152 hours for Employees on a four week cycle, 304 hours for Employees on an eight week cycle, or 456 hours for Employees on a twelve week cycle.
- (b) the span of ordinary hours are between 0600 and 1800.

- 64.11 A meal break will be taken not more than 5 hours after commencing duty and shall be a minimum of 30 minutes. The time taken for a meal break will not count as hours worked.
- 64.12 Product Services Officers (PSOs) statewide are responsible for the operation of a call centre, 7 days a week. The staffing of the call centre on weekends and for any weekday shifts outside of 8.30am to 4.30pm is on a voluntary basis initially, however if shifts cannot be filled the Employer can direct Employees to work. Any days worked by PSOs on weekends are paid at the appropriate penalty rate.
- 64.13 Notwithstanding the provisions of this clause, an Employee and the Employer may agree to other arrangements provided they meet the needs of the business and the contract hours are worked within the cycle.
- 64.14 Unless prescribed otherwise:
- (a) call back: Employees recalled to work will be entitled to be paid a minimum of 4 hours at the appropriate rate on the understanding this provision will not apply to Employees called in to work early in which case, if outside the spread of ordinary hours, they shall be paid at the overtime rate.
 - (b) 10 hour break: Where an Employee works additional hours, the Employee shall not be required to return to work for duty for a least ten consecutive hours between the termination of work on one day and the commencement of work on the next day. The Employee shall be provided with a break without loss of pay for ordinary working time occurring during such absence.

65. Maritime Trainees Ordinary Hours of Work

- 65.1 Ordinary hours of work will be an average of 35 hours per week over a cycle of four weeks on any day Monday to Sunday.
- 65.2 The span of ordinary hours worked by Maritime Trainees will be:
- (a) between 0600 and 1800 when working with ESOs and BSOs;
 - (b) between 0700 and 1900 when working with PSOs.
- 65.3 Hours worked on a Saturday will be paid a loading of 50% for the first 2 hours and 100% for the remainder.
- 65.4 Hours worked on a Sunday will be paid a loading of 100%.
- 65.5 Hours worked on a Public Holiday will be paid a loading of 150%.
- 65.6 Hours worked outside the span of ordinary hours for each group working on weekdays will be paid a loading of 50%.

66. Additional Hours

- 66.1 The provisions of this clause do not apply to the positions of Senior Boating Safety Officers, Boating Safety Officers, Marine Investigators, Team Leaders in Environmental Services, Environmental Service Officers, and Technical Compliance Officers, Vessel Standard and Liaison Officers, Seafarer Standards and Liaison Officer and their respective Team Leaders.
- 66.2 Hours worked in addition to the total number of ordinary hours required to be worked are 'additional hours' and shall only be worked/accrued with the agreement of the Employer.
- 66.3 Additional hours up to a maximum of 21 hours per four week cycle are to be taken off at a mutually convenient time, as time off in lieu on the basis of one hour per additional hour worked. Additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement. In circumstances where operational requirements do not allow for time off in lieu within a 3 month period,

the Employer may authorise for the additional hour(s) to be paid out at ordinary single time after the expiration of 3 months.

- 66.4 Additional hours worked in excess of 21 hours in a four week cycle are paid at time and a half up to 28 hours and double time thereafter or alternatively, by agreement, taken as time off in lieu at ordinary time.

67. Overtime

- 67.1 The provisions of this clause shall not apply to positions on Annualised Salaries.
- 67.2 The following overtime provisions will apply to Employees who work outside the span of ordinary hours outlined in clause 66 (Additional Hours).
- 67.3 35 hour per week Employees including Maritime Trainees - Overtime worked Monday to Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter. Overtime worked on a Sunday will be paid at the rate of double time.
- 67.4 38 hour per week Employees - overtime worked Monday to Saturday will be paid at the rate of double time. Overtime worked on a Sunday will be paid at the rate of double time and one half.
- 67.5 Overtime worked on a public holiday will be paid at the rate of double time and one half in addition to the normal remuneration for that day.
- 67.6 Employees required to work overtime beyond the spread of hours Monday to Friday to beyond 12.30pm on Saturdays, Sunday and Public Holiday will be entitled to a paid meal.

68. Fitness for Duty

- 68.1 It shall be a condition of employment that Senior Boating Safety Officers, Boating Safety Officers, Boating Education Officers, Team Leaders in Environmental Services, Environmental Service Officers and Hydrographic Surveyors maintain a level of fitness consistent with the demands of the position. This will ensure the continued health and safety of SBSOs, BSOs, BEOs, TLs, ESOs and HSs and as such recognises that there is a range of environmental and operational conditions that could impact on the health of an officer.
- 68.2 Subsequent to appointment and, in order to ensure that prescribed fitness standards are maintained SBSOs, BSOs, BEOs, TLs, ESOs and HSs will be required to be medically assessed every two years or on a more frequent basis if indicated by medical advice. Wherever possible medical examinations, to a prescribed format, shall be carried out by the Employer's Occupational Health Physician, or by other similarly qualified practitioners nominated by the Employer.
- 68.3 The ongoing standard of fitness required of SBSOs, BSOs, BEOs, TLs, ESOs and HSs will be determined as required by the Employer's Occupational Health Physician having regard to the nature of the job and the circumstances under which it is performed. The Employer shall provide a list of suitable female doctors for medicals.
- 68.4 An officer who fails to meet the prescribed fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of fitness required. Subsequently, an officer who fails the medical re-assessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness, will be rehabilitated to another position in accordance with the RMS Group Fitness To Continue Procedure.
- 68.5 An officer who fails to meet the fitness standards and/or is advised by the consulting physician on lifestyle changes, initiatives to improve fitness or other measures, shall be referred to their personal doctor for further investigation. Henceforth any additional costs incurred by the officer, for the purpose of re-gaining the required level of fitness, will be the responsibility of the officer concerned.

- 68.6 SBSOs, BSOs, BEOs, TLs, ESOs and HSs returning to work after long term absences from active work will be required to undergo a periodic assessment before the commencement of duties. Officers returning to active duties after a prolonged illness or injury will be required to submit a private medical clearance before the resumption of duties, as well as undergoing their periodic medical when it falls due.

69. Allowances

69.1 On-call Allowance

Employees who are rostered to be on call, in the event of an emergency, outside core hours and at weekends and on Public Holidays are entitled to the on call allowance specified in item 19(b) of Schedule B.

69.2 Childcare Allowance

The Employer agrees to provide assistance with the cost of child care fees up to the maximum amount listed in item 21 of Schedule B per child where the Employee's children are in registered/approved child care facilities (i.e. long day care and vacation care) in accordance with the RMS Group Child Care Subsidy Procedure (as varied from time to time).

69.3 Gym Membership

The Employer agrees to provide assistance with the cost of gym memberships up to the maximum amount listed in item 22 of Schedule B in accordance with the RMS Group Gym Subsidy Scheme (as varied from time to time).

69.4 Environmental Services Master 5 Allowance

Maritime Employees who hold a Master 5 qualification to carry out duties on specific Environmental Services vessels are entitled to the allowance specified in item 23 of Schedule B.

70. Conditions Applicable to Managers in Operations and Compliance Branch at Salary Levels MA16A, MA16AA MA17A AND MA17AA.

- 70.1 The annualised salary covers all incidents of employment and counts for superannuation purposes. All incidents of employment includes ordinary hours, excess hours, TIL, overtime and weekend or public holiday penalties. No additional payments will be made nor is TIL to be taken or paid.
- 70.2 The annualised salary is payable provided the Managers have worked at least 161 hours per four week cycle averaged over a 12 month period, other than for agreed leave periods. The annualised salary shall cease to be paid if the Manager reverts to the working of 'ordinary hours' for a 35 hour week Employee. In such case the Manager will be paid at the relevant Maritime Officer rate.
- 70.3 For Employees on annualised salary, their ordinary hours shall be worked on any day Monday to Sunday. Ordinary hours will exclude the meal breaks which will be a minimum of 30 minutes subject to operational requirements and not count as hours worked.
- 70.4 Notwithstanding any other provisions of this clause, the Employer and the Employee may agree to other arrangements provided they meet the needs of the business unit and the contract hours are worked within the cycle.

71. Conditions Applicable to Senior Boating Safety Officers (SBSOs), Boating Safety Officers (BSOs) and Boating Education Officers (BEOs).

- 71.1 Any reference to Boating Safety Officers (BSOs) should also be read as referring to Senior Boating Safety Officers (SBSOs) and Boating Education Officers (BEOs).

- 71.2 The parties agree to maintain, where necessary, an on call capability to deal with emergencies or other urgent needs or demands which arise from time to time and the deployment of Employees within regions to augment resources available for the conduct of special operations.
- 71.3 In order to provide optimum services it is accepted that full staffing will be required during the period 26 December to 31 January (inclusive). Accordingly, in line with business needs, there will be a restriction on taking leave throughout this period unless the leave is Sick Leave, Personal Carer's Leave, Parental Leave and approved Extended Leave provided these forms of leave are not to be used in lieu of Annual Leave. The ability to take leave throughout the rest of the year is subject to the needs of each regional business unit.
- 71.4 The annualised salary is only payable when a BSOs is routinely working weekends and public holidays in accordance with the ordinary hours of work contained in subclause 71.5, other than for agreed periods when weekend work is not required and periods of annual, parental, maternity, adoption, extended leave, special leave and jury duty or workers compensation until the statutory rate is applied. The annualised salary shall cease to be paid if the BSO ceases to work the required hours of the annualised salary, other than for leave in accordance with this subclause, and the BSO will revert to the relevant pay rate.
- 71.5 Ordinary Hours of Work
- (a) The BSO's role is principally day work. Nothing in this Award is intended to provide any means to either of the parties to convert this work to a quasi-shift work arrangement.
 - (b) There are no fixed hours and the expectation is that each BSO will arrange their hours to cover the work required. This may involve working more or less than 7.6 hours per day, working additional hours and/or taking TIL.
 - (c) The ordinary hours of work shall be worked on any day Monday to Sunday in accordance with the operational needs of the business.
 - (d) The ordinary hours of work shall be an average of 38 hours per week (152 hours for BSOs on a 4 week cycle, 304 hours for BSO on an 8 week cycle, and 456 hours for BSOs on a 12 week cycle).
 - (e) It is recognised that the usual span of hours will be between 6am and 6pm on any day Monday to Sunday. BSOs may be required to work outside the usual span of ordinary hours in accordance with the operational needs of the business unit. Where hours are directed to be worked, and are considered by the BSO to be excessive, the work will be performed, if it is safe to do so, and any such grievance will be progressed in accordance with clause 6 Grievance Procedure of this Award.
 - (f) A meal break will be taken not more than five hours after commencing work and shall be a minimum 30 minutes and will not count as time worked.
 - (g) The ordinary hours of work required to be worked shall include two consecutive days off after working 5 days in lieu of a Saturday and Sunday, except in the case of a call out for a designated emergency or as otherwise required by the Employer.
 - (h) If a rostered day off falls on a public holiday and the BSO has worked on that day, then an alternative RDO shall be taken. Wherever possible, alternative RDOs will be scheduled so that 2 consecutive RDOs may be taken. The day off will coincide with the BSOs preference where possible.
 - (i) Rosters shall include 16 weekends or the equivalent of 32 weekend days between 1 February and 25 December each year where BSOs are not rostered for work, subject to business and rostering needs.

71.6 Additional Hours

- (a) At the request of the Employer, BSOs will undertake duties from time to time outside their usual span of ordinary hours of work as follows:
 - (i) Any hours required to be worked in excess of the ordinary hours of 152 hours per four week period pursuant to subclause 71.5 above are "Additional hours" and must have the approval of the Employer.
 - (ii) A reasonable number of additional hours shall be worked to accommodate the functions of the Employer.
- (b) Additional hours worked by BSOs between 0600 and 1800 are to be taken as TIL at an agreed time on the basis of one hour for each additional hour worked. In the event that the BSO cannot take the TIL within a reasonable time period (or within a three month period), then the Employer may authorise for the additional hour(s) to be paid out at ordinary single time.
- (c) Up to 21 additional hours worked including those gained by working Public Holidays and outside the ordinary span of hours between 26 December and 31 January are to be paid out by the Employer at the ordinary rate of pay unless approval is granted by the Employer for TIL to be taken. For any additional hours above 21 hours, such hours are, by agreement between the BSO and Employer, to be paid out at the ordinary rate of pay or taken as TIL on the basis of one hour for each additional hour worked. In the event that the BSO cannot take the TIL within a reasonable time period (or within a three month period), then the Employer may authorise for the additional hour(s) to be paid out at ordinary single time.
- (d) Notwithstanding other provisions contained in subclause 71.4, a BSO and the Employer may agree to other arrangements provided they meet the needs of the business and the total number of ordinary hours to be worked within the 12 month period.

71.7 Work Outside Ordinary Hours (WOOH)

- (a) BSO may be required to work outside the usual span of hours prescribed in subclause 71.5.
- (b) Hours worked outside the usual span of hours shall accrue as double the usual TIL and taken as time off in lieu, provided that where it is not possible to take time off in lieu, the time accrued will be paid out at single time (not taken within a 3 month period).
- (c) The provisions of subclause 71.5(b) above shall not apply in the event of on-water emergencies which began during the usual work period.

For example for 4 hours worked outside the hours of 0600-1800, excluding on-water emergencies, a BSO will accrue 8 hours TIL to be taken as 8 hours or paid as 8 hours at single time.

71.8 Public Holidays

- (a) BSOs in receipt of an annualised salary who are required to work on a public holiday are entitled to receive TIL for each hour worked.

72. Conditions Applicable to Team Leaders Environmental Services (TLES) and Environmental Services Officers (ESOs)

72.1 The roster and annualised salaries makes provision for:

- (a) 12 hour shifts,
- (b) working three days on/three days off,

- (c) 190 hours annual leave,
- (d) Ordinary hours being 0600 to 1800 Monday to Sunday,
- (e) Sick Leave and Higher Duties allowance calculated at 10.86 hours a day,
- (f) 55 minute break,
- (g) Additional 14 minutes paid with the annualised salary at ordinary time rate not the overtime rate,
- (h) Working 5 public holidays in a twelve month period,
- (i) Working Regular Aquatic Events on Boxing Day, New Year's Eve and Australia Day,
- (j) No accrual of additional hours or TIL.

72.2 The annualised salary shall count for superannuation purposes.

72.3 The annualised salary includes provision to work a rostered 12 hour day, three days on, three days off including weekends and public holidays, other than for approved leave. The annualised salary shall cease to be paid if for any reason the officer reverts to working a 38 hour week instead of the 12 hour day, 3 days on, 3 days off roster including public holidays and special leave events. The Employee will be paid at the applicable Maritime Officer classification.

72.4 The ordinary hours of work are up to 12 hours, 0600 to 1800, Monday to Sunday, however, in exceptional circumstances such as Regular Aquatic Events and Special Aquatic Events, start and finish times and the number of hours may be varied to suit business needs, following consultation and reasonable notice.

72.5 Overtime shall be paid for hours worked at the following rates:

- (a) double time for hours worked in excess of 12 on Monday to Saturday;
- (b) double time and a half for hours worked in excess of 12 on Sunday;
- (c) double time and a half in addition to normal remuneration for hours worked in excess of 12 on a public holiday.

72.6 A minimum of four hours shall be paid at the appropriate overtime rate when called back to work for an emergency e.g. oil spill.

72.7 Any overtime payable as per this subclause shall be paid on the base hourly rate of the position and not at the annualised rate.

72.8 Employees required to work overtime beyond the ordinary spread of hours Monday to Sunday and Public Holidays will be entitled to a Meal Allowance.

72.9 Annual and Extended leave may only be taken in accordance with the Leave Roster.

72.10 Where a public holiday falls on a Saturday or Sunday but the public holiday is gazetted to fall on a following weekday the actual weekend public holiday shall be considered one of the 5 public holidays which ESO's are required to work under cl 72.1(h).

73. Conditions Applicable to the Payment of Annualised Salaries

73.1 Annualised salaries shall cease to be paid if for any reason an Employee does not work the requisite hours and/or weekends, public holidays or special events and/or reverts to working the 'ordinary hours' applicable to 35 hours or 38 hours per week Employees. In such cases, the Employee shall be paid at the relevant rate contained in the Maritime Officer Scale.

- (a) For Team Leader Technical and Environmental Compliance and Team Leader Standards and Industry positions on an Annualised Salary: The annualised salaries covers all incidents of employment including excess hours, TIL, overtime and weekend and public holiday penalties. Unless otherwise provided for in this Award, no additional payments will be made nor is TIL to be taken or paid. Position holders will be reviewed annually and where the ordinary hours of work are less than 161 per month, the provisions of subclause 73.1 above will apply.
- (b) For Operational Positions on an Annualised Salary: The annualised salaries cover incidents of employment including working weekends and public holidays, the requisite Regular Aquatic Events on Boxing Day, New Year's Eve and Australia Day. For Team Leaders, Environmental Services and Environmental Services Officers, the annualised salary also covers ordinary hours of work to include working a 12 hour day, 3 days on and 3 days off.
- (c) For Investigators on an Annualised Salary: The annualised salary covers all incidents of employment so that the ordinary hours of work shall not be less than 161 hours per month averaged over a 12 month period, and includes routinely working outside core hours, and on weekends and public holidays as required by business needs.
- (d) For Technical Compliance Officers, Vessel Standards and Liaison Officers, Seafarer Standards and Liaison Officer and their respective Team Leaders on an Annualised Salary: The annualised salary covers all incidents of employment and includes working outside core hours and occasionally on weekends (excluding public holidays).
- (e) Remote Supervision positions on an Annualised Salary: The annualised salary covers all incidents of employment and includes the requirement to supervise a large number of people and routinely work outside core hours and on weekends and public holidays.

73.2 Certain positions or categories of employment have agreed to be on annualised salaries. Salary grades suffixed with an "A" represent annualised salaries in Part 3 of Schedule A. "AA" also represents an annualised salary but for a different category of Employee.

74. Competency Progression of Maritime Employees

- 74.1 All new appointed Boating Safety Officers (BSOs), Product Services Officers (PSOs), permanent full-time Boating Education Officers (BEOs), have a probationary period of six months linked to their competency training program and salary progression system.
- 74.2 BEOs are graded as MA5A, and may progress to BSO (subject to merit selection).
- 74.3 BSOs are graded as MA5A - entry level; MA7A - mid level (6 months post appointment); and MA11A - fully competent (12 months post appointment).
- 74.4 PSOs are graded as MA3 and progress through the grades to MA6.
- 74.5 Maritime Services Trainees are remunerated in accordance with the Crown Employees (Public Service Training Wage) Reviewed Award 2008 contained in the Crown Employees (Public Sector - Salaries 2019) Award or its replacement whilst under the traineeship.

75. Change of Position

- 75.1 Current Employees who change their role involving a different skill set to that for which they were employed as PSO to BSO will have a 'fit for position' period agreed between the Employer and the Employee and be able to return to their immediately preceding substantive position if either the Employee or Employer find they are not compatible with the new role. If the Employee returns to their substantive position, an unreasonable failure to meet their work requirements may be viewed as a refusal to perform duties.

76. Specific Provisions for Special Aquatic Events

76.1 Maritime will determine, in consultation with Employees and /or their Employee representatives, which events fall into the category of Special Aquatic Events and the dates of such events. This consultation with Employees and /or their Employee representatives will occur annually for existing Special Aquatic Events and as needed when new Special Aquatic Events are added to the calendar. In such cases the working arrangements/compensation for on-water Employees required to work to support Special Aquatic Events are as follows:

(a) SBSOs and BSOs

If the day falls on an RDO they will be entitled to an alternative RDO at a time which suits business needs.

Where one month's notice is not given to a BSO that they are required to work on their RDO for a Special Aquatic Event, that BSO will be entitled to an additional RDO of 7.6 hours to be taken subject to needs of each regional business unit.

If the day falls on a normal working day, they will work as normal, and will only be granted a day off in lieu if the event is gazetted as an additional Public Holiday which means that the day is extra to the Public Holidays for which they already have been remunerated in their salary package.

The Employer will endeavour to ensure all employees receive a break when working Special Aquatic Events. However, when due to operational requirements employees cannot take a break, they will be entitled to a paid crib break.

(b) Team Leaders Environmental Services and Environmental Service Officers

If the days falls on an RDO they will be entitled to an alternate RDO at a time which suits business needs.

If the days falls on a normal working day, they will work as normal, and will only be granted a day off in lieu if the event is gazetted as an additional Public Holiday which means that the day is extra to the Public Holidays for which they already have been remunerated in their salary package.

If they work more than 12 hours they will be paid overtime.

The Employer will endeavour to ensure all employees receive a break when working Special Aquatic Events. However, when due to operational requirements employees cannot take a break, they will be entitled to a paid crib break.

(c) Hydrographic Surveyors

If the day falls on a normal working day, they will work as normal. If the event is gazetted as Public Holiday they will be paid the appropriate penalty rates for the time worked.

If the day falls on a weekend, they will be paid appropriate penalty rates for time worked.

77. Professional Development for Maritime Employees

77.1 The Employer and Maritime Unions will work together to ensure fit for purpose workforce development that builds and maintains the workforce capability.

77.2 The Employer and Maritime Unions are committed to identifying future risks and committed to working together constructively to find solutions.

- 77.3 The Employer and Maritime Unions agree that Maritime Employees will continue to be provided with opportunities for professional development as part of the Professional Development Review process. The type of internal and external courses provided will be determined by consultation between the Maritime Unions and the Employer.
- 77.4 Professional development will not be limited to internal and external training courses and may include shadowing, mentoring, coaching, attendances at conferences, seminars or short term study courses which have been approved by the Employer and permission granted for the Employee to attend.
- 77.5 Where a Maritime Employee is unable to access professional development for a period of more than 18 months, then such grievance will be progressed in accordance with clause 6 Grievance Procedure of this Award

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

PART 1 - SALARIED EMPLOYEE CLASSIFICATIONS (INCLUDING COMPLIANCE OPERATIONS INSPECTORS)

Table 1: Salaried Employee Classifications (including Compliance Operations Inspectors)

Unified Salary Scale Grades	2.5% increase from the first full pay period on or after 1 July 2019 Per annum \$	2.5% increase from the first full pay period on or after 1 July 2020 Per annum \$	2.04% increase from the first full pay period on or after 1-Jul-2021 Per annum \$	2.53% increase from the first full pay period on or after 1 July 2022 Per annum \$
Grade 1	40,429	41,440	42,285	43,355
	44,343	45,452	46,379	47,552
	50,693	51,960	53,020	54,361
Grade 2	53,464	54,801	55,919	57,334
	55,890	57,287	58,456	59,935
	57,970	59,419	60,631	62,165
Grade 3	61,554	63,093	64,380	66,009
	64,437	66,048	67,395	69,100
	67,439	69,125	70,535	72,320
Grade 4	69,496	71,233	72,686	74,525
	72,222	74,028	75,538	77,449
	75,064	76,941	78,511	80,497
Grade 5	77,643	79,584	81,208	83,263
	80,153	82,157	83,833	85,954
	81,597	83,637	85,343	87,502
Grade 6	83,389	85,474	87,218	89,425
	85,920	88,068	89,865	92,139
	88,731	90,949	92,804	95,152
Grade 7	90,661	92,928	94,824	97,223
	93,861	96,208	98,171	100,655
	95,682	98,074	100,075	102,607
Grade 8	99,608	102,098	104,181	106,817
	103,652	106,243	108,410	111,153
	106,889	109,561	111,796	114,624
Grade 9	111,806	114,601	116,939	119,898
	115,017	117,892	120,297	123,341
	120,194	123,199	125,712	128,893

Grade 10	123,229	126,310	128,887	132,148
	128,088	131,290	133,968	137,357
	134,668	138,035	140,851	144,415
Grade 11	138,829	142,300	145,203	148,877
	144,871	148,493	151,522	155,356
	148,134	151,837	154,934	158,854
Grade 12	156,802	160,722	164,001	168,150
	161,380	165,415	168,789	173,059
	167,018	171,193	174,685	179,105
Grade 13	172,002	176,302	179,899	184,450
	176,459	180,870	184,560	189,229
	184,916	189,539	193,406	198,299

PART 2 - PROFESSIONAL ENGINEERS

Table 2 - Professional Engineers

Engineering Scale	Year	2.5% increase from the first full pay period on or after 1 July 2019 Per annum \$	2.5% increase from the first full pay period on or after 1 July 2020 Per annum \$	2.04% increase from the first full pay period on or after 1 July 2021 Per annum \$	2.53% increase from the first full pay period on or after 1 July 2022 Per annum \$
Cadet Engineer Level 1	-	42,871	43,943	44,839	45,973
Cadet Engineer Level 2	-	45,347	46,481	47,429	48,629
Cadet Engineer Level 3	-	48,111	49,314	50,320	51,593
Cadet Engineer Level 4	-	51,150	52,429	53,499	54,853
Cadet Engineer Level 5	-	55,102	56,480	57,632	59,090
Cadet Engineer Level 6	-	55,669	57,061	58,225	59,698
GRAD Program	1	78,689	80,656	82,301	84,383
Engineer	2	81,233	83,264	84,963	87,113
	3	82,698	84,765	86,494	88,682
Engineer Level 1	1	91,887	94,184	96,105	98,536
	2	95,131	97,509	99,498	102,015
	3	96,975	99,399	101,427	103,993
	4	100,956	103,480	105,591	108,262
	5	105,048	107,674	109,871	112,651
	6	108,332	111,040	113,305	116,172
Engineer Level 2	1	113,314	116,147	118,516	121,514
	2	116,571	119,485	121,922	125,007
	3	121,817	124,862	127,409	130,632
Engineer Level 3	1	124,890	128,012	130,623	133,928
	2	129,816	133,061	135,775	139,210
	3	136,484	139,896	142,750	146,362

Engineer Level 4	1	140,704	144,222	147,164	150,887
	2	146,825	150,496	153,566	157,451
	3	150,130	153,883	157,022	160,995
Engineer Level 5	1	158,914	162,887	166,210	170,415
	2	163,557	167,646	171,066	175,394
	3	169,274	173,506	177,046	181,525
Engineer Level 6	1	174,326	178,684	182,329	186,942
	2	178,842	183,313	187,053	191,785
	3	187,412	192,097	196,016	200,975

Note: All salary rates in this table include 1.35% annual leave loading.

Professional Engineers Level Descriptions

Engineer Level 1

The Professional Engineer (as defined) commencement level.

The engineer undertakes initial professional engineering tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

Classification Level definition

Under supervision from higher-level Professional Engineers as to method of approach and requirements, the Professional Engineer performs normal professional engineering work and exercises individual judgement and initiative in the application of engineering principles, techniques and methods.

In assisting more senior Professional Engineers by carrying out tasks requiring accuracy and adherence to prescribed methods of engineering analysis, design or computation, the engineer draws upon advanced techniques and methods learned during and after the undergraduate course.

Training, development and experience using a variety of standard engineering methods and procedures enable the Professional Engineer to develop increasing professional judgement and apply it progressively to more difficult tasks at Level 2.

Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.

Work is reviewed by higher-level Professional Engineers for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the Professional Engineer progressively exercises more individual judgement until the level of competence at Level 2 is achieved.

The Professional Engineer may assign and check work of technical Employees assigned to work on a common project.

Engineer Level 2

Classification Level definition

Following development through Level 1, a Professional Engineer who plans and conducts professional engineering work without detailed supervision, but with guidance on unusual features and who is usually engaged on more responsible engineering assignments requiring substantial professional experience.

Engineer Level 3

Classification Level definition

A Professional Engineer performing duties requiring the application of mature professional engineering knowledge. With scope for individual accomplishment and co-ordination of more difficult assignments, the Professional Engineer deals with problems for which it is necessary to modify established guides and devise new approaches.

The Professional Engineer may make some original contribution or apply new professional engineering approaches and techniques to the design or development of equipment or special aspects of products, facilities and buildings.

Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. The Professional Engineer makes responsible decisions on matters assigned, including the establishment of professional engineering standards and procedures, consults, recommends and advises in speciality engineering areas.

Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary co-operation with other units. Informed professional engineering guidance may be available.

The Professional Engineer outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, co-ordinate and supervise the work of other professional and technical Employees.

Engineer Level 4

Classification Level definition

A Professional Engineer required to perform professional engineering work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field of, or expertise (for example, acts as his/her organisation's technical reference authority) in a particular field of professional engineering.

The Professional Engineer:

initiates or participates in short-range or long-range planning and makes independent decisions on engineering policies and procedures within an overall program;

gives technical advice to the Employer and operating departments;

may take detailed technical responsibility for product development and provision of specialised engineering systems, facilities and functions;

co-ordinates work programs; and

directs or advises on use of equipment and material.

The Professional Engineer makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long-range objectives.

Duties are assigned only in terms of broad objectives and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

The Professional Engineer supervises a group or groups including Professional Engineers and other Employees, or exercises authority and technical control over a group of professional Employees, in both instances engaged in complex engineering applications.

Engineer Level 5

Classification Level Definition

A Professional Engineer usually responsible for an engineering administrative function, directing several professional and other groups engaged in inter-related engineering responsibilities, or as an engineering consultant. Achieving recognition as an authority in an engineering field of major importance to the organisation.

The Professional Engineer independently conceives programs and problems to be investigated and participates in discussions determining basic operating policies, devising ways of reaching program objectives in the most economical manner and of meeting any unusual conditions affecting work progress.

The Professional Engineer makes responsible decisions on all matters, including the establishment of policies and expenditures of large sums of money and/or implementation of major programs, subject only to overall policy and financial controls.

The Professional Engineer receives administrative direction based on organisation policies and objectives. Work is reviewed to ensure conformity with policy and co-ordination with other functions.

The Professional Engineer reviews and evaluates technical work; selects, schedules, and co-ordinates to attain program objectives: and/or as administrator, makes decisions concerning selection, training, performance management and remuneration of Employees.

Engineer Level 6

Classification Level Definition

A Professional Engineer usually responsible for a high-level engineering administrative and/or management function, directing and taking responsibility for several professional and other groups engaged in inter-related engineering responsibilities, or acts as the principal of a specialist engineering consulting organisation. Has achieved recognition as an authority in an engineering field of major importance to the organisation.

The Professional Engineer independently conceives programs and problems to be investigated and arrives at solutions. Initiates and participates in discussions determining basic operating policies, devising ways or reaching program objectives in the most economical manner and of meeting and overcoming any unusual conditions affecting work progress.

The Professional Engineer takes responsibility for decisions on all matters contained in area of management, including the establishment and promulgation of policies. Directs expenditures of large sums of money and/or implementation of major programs, subject only to overall organisational policy and financial controls.

The Professional Engineer reports only to high-level management and receives direction based on overall organisation policies and objectives. Reviews work assigned by high level management prior to delegation of tasks to others to ensure conformity with organisational policy and co-ordination with other organisational functions and outside agencies.

The Professional Engineer approves critical technical output from areas under management; selects, schedules, and co-ordinates to attain program objectives. As manager, selects upper level Employees, and initiates training, performance management and decisions on remuneration of all Employees under direction.

PART 3 - MARITIME EMPLOYEE CLASSIFICATIONS**Table 3: Maritime Employee Classifications**

Level	2.5% increase from the first full pay period on or after 1 July 2019 Per annum \$	2.5% increase from the first full pay period on or after 1 July 2020 Per annum \$	2.04% increase from the first full pay period on or after 1 July 2021 Per annum \$	2.53% increase from the first full pay period on or after 1 July 2022 Per annum \$
1	51,143	52,422	53,491	54,844
2	55,965	57,364	58,534	60,015
3	64,978	66,602	67,961	69,680
4	68,041	69,742	71,165	72,965
5	73,159	74,988	76,518	78,454
6	76,612	78,527	80,129	82,156
7	82,362	84,421	86,143	88,322
8	86,244	88,400	90,203	92,485
9	92,716	95,034	96,973	99,426
10	97,090	99,517	101,547	104,116
11	104,376	106,985	109,167	111,929
12	109,294	112,026	114,311	117,203
13	117,491	120,428	122,885	125,994
14	123,017	126,092	128,664	131,919
15	132,240	135,546	138,311	141,810
16	138,465	141,927	144,822	148,486
17	148,833	152,554	155,666	159,604
5A	94,829	97,200	99,183	101,692
7A	104,035	106,636	108,811	111,564
7AA	101,005	103,530	105,642	108,315
9A	111,164	113,943	116,267	119,209
10A	118,763	121,732	124,215	127,358
10AA	119,066	122,043	124,533	127,684
11A	126,048	129,199	131,835	135,170
12A	130,965	134,239	136,977	140,443
13A	130,660	133,927	136,659	140,116
13B	137,630	141,071	143,949	147,591
14A	144,691	148,308	151,333	155,162
15A	153,910	157,758	160,976	165,049
15AA	154,710	158,578	161,813	165,907
16A	160,936	164,959	168,324	172,583
16AA	160,936	164,959	168,324	172,583
17A	165,174	169,303	172,757	177,128
17AA	171,302	175,585	179,167	183,700

*Applies to the following operational positions

Table 4: Operational Positions

Principal Manager	MA17AA
Manager DCV Safety	MA17A
Manager, Maritime Investigations	MA17A
Manager, Wharf Safety & Grants	MA17A
Manager, Operations (various)	MA16AA
Senior Manager Projects	MA16A
Team Leader Technical and Environmental Compliance	MA15A
Team Leader Standards and Industry	MA15A
Technical Compliance Officer	MA14A
Vessel Standards and Liaison Officer	MA14A
Senior Maritime Investigations Officer	MA14A
Seafarer Standards and Liaison Officer	MA13A
Senior Boating Safety Officer	MA13B
Boating Safety Officer	Entry Level Intermediate Fully Competent
	MA5A MA7A MA11A
Team Leader, Maritime Environmental Services	MA10AA
Maritime Environmental Services Officer	MA7AA
Boating Education Officer	MA5A

SCHEDULE B - ALLOWANCES AND EXPENSES**Table 5:**

*	To be updated in accordance with the NSW Department of Premier and Cabinet Circular
~	To be updated in accordance with the Crown Employees (Transferred Employee Compensation) Award clauses 8.1.3, 10.1.3, 11, 12.1, 13.4
^	Adjusted annually on 1 July by CPI (all groups Sydney index) for the proceeding 1 April to 31 March period

Table 6:

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019 Amount \$	From the first full pay period on or after 1 July 2020 Amount \$	From the first full pay period on or after 1 July 2021 Amount \$	From the first full pay period on or after 1 July 2022 Amount \$
1	21.2.1(b)	Meal Allowance while Travelling Capital Cities & High Cost Country Centres (refer to (5) below)	Per meal	Per meal	Per meal	
		Breakfast	28.15	28.70	*	
		Lunch	31.65	32.30	*	
		Evening Meal	53.90	55.05	*	
		'Tier 2' Country Centres & Elsewhere (refer to (5) below)				
		Breakfast	25.20	25.75	*	
		Lunch	28.75	29.35	*	
		Evening Meal	49.60	50.65	*	
2	25.4	Meal Allowance on Overtime	Per meal	Per meal	Per meal	
		Breakfast	31.25	31.95	*	

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019 Amount \$		From the first full pay period on or after 1 July 2020 Amount \$		From the first full pay period on or after 1 July 2021 Amount \$		From the first full pay period on or after 1 July 2022 Amount \$
		Lunch	31.25		31.95		*		
		Evening Meal	31.25		31.95		*		
3	21.3	Lodgings Location	Per Day	Per Hour	Per Day	Per Hour	Per Day	Per Hour	
		Capital Cities	\$	\$	\$	\$	\$	\$	
		Sydney	321.75	13.41	324.45	13.52	*	*	
		Adelaide	290.75	12.11	293.45	12.23	*	*	
		Brisbane	308.75	12.86	311.45	12.98	*	*	
		Canberra	301.75	12.57	304.45	12.69	*	*	
		Darwin	353.75	14.74	356.45	14.85	*	*	
		Hobart	280.75	11.70	283.45	11.81	*	*	
		Melbourne	306.75	12.78	309.45	12.89	*	*	
		Perth	313.75	13.07	316.45	13.19	*	*	
		High Cost Country Centres (NSW)							
		Bathurst	268.75	11.20	271.45	11.31	*	*	
		Broken Hill	272.75	11.36	280.45	11.69	*	*	
		Gold Coast (QLD)	342.75	14.28	345.45	14.39	*	*	
		Gosford	273.75	11.41	276.45	11.52	*	*	
		Maitland	285.75	11.91	288.45	12.02	*	*	
		Muswellbrook	276.75	11.53	284.45	11.85	*	*	
		Newcastle	302.75	12.61	310.45	12.94	*	*	
		Orange	288.75	12.03	291.45	12.14	*	*	
		Queanbeyan	272.75	11.36	275.45	11.48	*	*	
		Wagga Wagga	277.75	11.57	280.45	11.69	*	*	
		Wollongong	288.75	12.03	291.45	12.14	*	*	

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019		From the first full pay period on or after 1 July 2020		From the first full pay period on or after 1 July 2021		From the first full pay period on or after 1 July 2022
			Amount \$		Amount \$		Amount \$		Amount \$
		Port Macquarie	291.75	12.16	297.45	12.39	*	*	
		'Tier 2' Country Centres (NSW)							
		Dubbo	257.60	10.73	260.15	10.84	*	*	
		Goulburn	257.60	10.73	260.15	10.84	*	*	
		All other Country Centres (NSW)							
		'Elsewhere'	237.60	9.90	240.15	10.01	*	*	
4	21.3	Incidentals allowance (all locations)	20.05 per day		20.40 per day		* per day		
5	21.5.2(b)	Amount for incidentals deducted from actual / reasonable expenses	20.05 per week		20.40 per week		* per week		
6	21.5.2(b)	Maximum allowance for Employee separated from dependent	254 per week		254 per week		* per week		
7(a)	21.5.9(a)	(i) Allowance for removal of furniture-value of Furniture	7037.00		7037.00		~		
7(b)		(ii) If value above amount in (i), Employees receive -	1126.00		1126.00		~		
7(c)		(iii) If value below amount in (i), Employees receive -	563.00		563.00		~		
7(d)		(iv) If not eligible, Employees shall receive -	281.00		281.00		~		
8	21.5.4(c)	Max purchase price of home on which reimbursement of expenses is based	520000.00		520000.00		~		
9	21.5.7(b)	Rental Subsidy - Max amount of allowance to offset increased accommodation costs	51		51		~		
10(a)	21.5.8(a)	Parents to pay first	27 per week		27 per week		~ per week		
10(b)		The Employer pays up to a maximum of	56 per week		56 per week		~ per week		

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019 Amount \$	From the first full pay period on or after 1 July 2020 Amount \$	From the first full pay period on or after 1 July 2021 Amount \$	From the first full pay period on or after 1 July 2022 Amount \$
11	21.6	Remote areas allowance (with dependants) Grade A Grade B Grade C Remote areas allowance (without dependants) Grade A Grade B Grade C	2,114 2,804 3,744 1,475 1,966 2,623	2,156 2,860 3,819 1,505 2,005 2,675	* * * * * *	
12(a)	21.7	Fares subsidy for climatic area - actual cost less or	52.10	53.15	*	
12(b)		Maximum amount for Employee with spouse/dependents; or	349.05	356.05	*	
12(c)		Maximum amount for Employee without spouse/Dependents	172.40	175.85	*	
13	21.9	Sydney Harbour Bridge Allowance for Works Supervisors (100%)	9172 per annum	9401 per annum	9593 per annum	9836
14	21.5.9(g)	Maximum value of furniture and effects on which risk insurance is paid	38000	38000	~	
15	21.8	First Aid - Holders of St John's Ambulance Certificate or equivalent qualifications	\$933 per annum	\$936 per annum	* per annum	
16	21.8	First Aid - Holders of current occupational first aid certification issued within the previous three years and in charge of a First Aid room in a workplace of 200 or more	\$1401 per annum	\$1405 per annum	* per annum	
17	21.4.2(b) 21.5.10(c)	Use of Private Motor Vehicles on Official Business - Official Business Rate:	0.68 per km	0.72 per km	*	

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019 Amount \$	From the first full pay period on or after 1 July 2020 Amount \$	From the first full pay period on or after 1 July 2021 Amount \$	From the first full pay period on or after 1 July 2022 Amount \$
18	21.3.3(b) 21.4.2(b) 21.5.6(c) 21.7(e)	Use of Private Motor Vehicles on Official Business - Specified Journey Rate:	0.272 per km	0.288 per km	*	
19(a)	21.11 69.1	On call allowance (payable to RMS Salaried Employees other than Maritime Employees)	82 per day (Mon - Fri) 122 per day (Sat, Sun & P. Hol)	84 per day (Mon - Fri) 125 per day (Sat, Sun & P. Hol)	86 per day (Mon - Fri) 128 per day (Sat, Sun & P. Hol)	88 131
19(b)		On call allowance (payable to Maritime Employees)	0.99 per hour	1.04 per hour	1.06 per hour	1.09
20	21.5.2(b)	Temporary accommodation beyond first 8 weeks: Actual and reasonable out of pocket expenses for board and lodging less the amount for incidentals	*	*	*	
21	69.2	Assistance with Child Care fees per child (for Maritime Employees)	325.18 per annum	331.68 per annum	334.67 per annum	349.39
22	69.3	Assistance with gym fees based on proof of attendance (for Maritime Employees)	325.18 per annum	331.68 per annum	334.67 per annum	348.39
23	69.4	Superable skill allowance based on holding Master 5 Qualification to carry out duties on specific Environmental Services vessels	9203 per annum	9433 per annum	9625 per annum	9868
24	21.3.1(a)	Applies to RMS Employees required to camp out or make use of caravans or boats for overnight accommodation in the course of their duties, when motel/hotel accommodation is neither available nor appropriate.	44.15 per day	45.05 per day	* per day	

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019 Amount \$	From the first full pay period on or after 1 July 2020 Amount \$	From the first full pay period on or after 1 July 2021 Amount \$	From the first full pay period on or after 1 July 2022 Amount \$
25	21.10(a)	Uniform maintenance allowance - applies to designated RMS Salaried Employees other than Maritime Employees.	8 per week	8 per week	* per week	
26	47.2	Incident co-ordination allowance - applies to Manager - Field Operations & Services and Field Traffic Managers.	40 (Mon - Fri) 60 per day (Sat, Sun & P. Hol)	42 (Mon - Fri) 62 per day (Sat, Sun & P. Hol)	43 (Mon - Fri) 63 (Sat, Sun & P. Hol)	44 65
27	47.7	Incident management allowance - applies to Traffic Commanders (based on grade) and level of Employee	1002 per fortnight to 1087 per fortnight	1027 per fortnight to 1114 per fortnight	1048 per fortnight to 1137 per fortnight	1075 1166

APPENDIX A

Calculation of Overnight Expenses

General

The rates of overnight expenses generally reflect the cost of meals and accommodation at a particular location. Consequently, different daily rates apply to each capital city in Australia and to selected high cost regional centres and a single rate applies to all other country locations.

Expenses are paid from the time of departure from headquarters or permanent residence up to the time the Employee arrives back at their headquarters or permanent residence.

When calculating expenses, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to another.

Examples

1. Travel to a Single Destination

An Employee travels from their permanent residence at Grafton to attend a series of meetings in Sydney necessitating an overnight stay. The Employee departs Grafton at 6.00am and arrives back at their permanent residence at 6.00pm the following day.

Calculation of expenses

Employees are entitled to claim 1 day 12 hours at the Sydney expense rate.

2. Travel itinerary involving overnight stays at a number of locations

An Employee travels for work purposes from their headquarters in Sydney staying overnight at Newcastle, and Bathurst before returning to Sydney. In this example, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to the next.

The itinerary is as follows:

Day 1 - depart Sydney at 7.00am. Meetings at Newcastle. Overnight Newcastle.

Day 2 - depart Newcastle at 8.00am. Travel to Bathurst for meetings. Overnight Bathurst.

Day 3 - depart Bathurst midday. Travel to Sydney arriving at permanent residence at 5.00pm.

Calculation of Expenses

1 day and 1 hour at the Newcastle expenses rate, i.e. from time of departure at Sydney on day 1 (7.00am) to the time of departure from Newcastle on day 2 (8.00am); and

1 day and 9 hours at the Bathurst expenses rate, i.e. from time of departure from Newcastle (8.00am) to time of departure from Bathurst (12.00pm) and travel back to Sydney (5.00pm).

APPENDIX B

Grievance Management Procedure

Procedure Number: CPr20045.1

Effective Date: 31 March 2021

Review Date: 31 March 2023

Who is this document for?

All TfNSW Group Award employees	YES
All RMS Group award employees	YES
Transport Service Senior Managers and Executives	YES
TfNSW Labour Hire, Consultants and Professional Service Contractors	Refer to 0 only
All Sydney Metro Group Award employees	YES
TfNSW Labour Hire, Consultants and Professional Service Contractors	Refer to 0 only

Purpose and Scope

TfNSW and Sydney Metro is committed to being a safe, harmonious and productive workplace where employees can raise and discuss work-related concerns and grievances.

The Transport Grievance Management Policy sets out the responsibilities of the agency, managers and employees to manage grievances quickly and effectively.

This Procedure explains the process TfNSW and Sydney Metro managers and employees can use to manage work-related concerns.

Requirements

Identify a work-related concern

You may identify a work-related concern about:

- a general work-related matter, or
- the application of a policy or procedure.

All concerns you raise are managed confidentially (see 0).

Your work-related concern might be about:

- a manager’s decision, including for example, how they’ve allocated work
- a disagreement with another employee or manager about the way in which work is to be carried out or how a policy or procedure is interpreted
- an interpersonal disagreement between employees, or
- work-related concerns managed by other procedures (see 0).

Addressing a work-related concern

A work-related concern can often be resolved quickly and informally.

General work-related concern

If you have a work-related concern and you feel capable and safe to do so, you should discuss the matter with the other person or people involved.

The best way to do this is to:

- find a time and place where you can talk about the matter without being interrupted
- politely and professionally explain the issue and your concerns
- explain how the issue is affecting you or impacting on your work, and
- ask everyone involved if you can work together to find a solution.

Concern about application of policy or procedure

You can raise concerns about the application of a policy or procedure, including performance development outcomes, with the decision maker (who may also be your manager).

To do this:

- explain your concern to the decision maker
- identify what section of the policy or procedure you believe wasn’t applied or was applied incorrectly, and
- ask the decision maker to explain how their decision meets the policy or procedure requirements.

Even when your concern is raised informally, the decision maker has an obligation to provide an explanation.

If you’re not satisfied with the outcome or the explanation you receive, you can consider lodging a grievance (see 0).

A grievance will not proceed if your work-related concern relates to reasonable action by your manager to direct and control how work is done or allocated or to give you feedback about your work performance. Examples of reasonable action include:

Action	for more information see...
setting realistic and achievable performance goals, standards and deadlines	<u>Performance Development and Review Policy</u> – for TfNSW Group Award employees, Transport Service Senior Manager and Executive employees, and Sydney Metro Group Award employees

	<u>Performance Development and Review Procedure</u> – for RMS Group award employees
appropriate and fair rostering and setting of working hours	<u>Flexible, Standard and Other Work Hours Procedure</u>
transferring a person to another work area or role for operational reasons	<u>Transfer and Secondment Procedure</u> for details on approvals and consultation requirements
deciding not to promote a person where a fair and transparent process has been followed	<u>Recruitment Selection and Appointment Procedure</u> – for TfNSW Group Award employees, Transport Service Senior Manager and Executive and Sydney Metro Group Award employees <u>Recruitment and Vacancy Filling Procedure</u> – for RMS Group award employees
telling a person about their underperformance or unsatisfactory performance in an honest, fair and constructive way	<u>Underperformance and Unsatisfactory Performance Procedure</u>
counselling a person about their unreasonable behaviour in an objective and confidential way	your People Partner
implementing organisational changes or restructures	your People Partner
taking disciplinary action, including suspension or terminating employment where appropriate or justified in the circumstances, and other reasonable management action	<u>Conduct and Discipline Handling Procedure</u>

Concerns managed by other procedures

Other procedures and processes can be used for other particular work-related concerns.

If the concern is about...	Use the...
Misconduct or discipline issues	<u>Conduct and Discipline Handling Procedure</u>
Discrimination, harassment or bullying	<u>Bullying, Harassment and Discrimination Management Procedure</u>
Unsatisfactory performance	<u>Underperformance and Unsatisfactory Performance Procedure</u>
An employee on probation	<u>Onboarding and Probation Procedure</u>
Drug or alcohol issues	<u>TfNSW Drug and Alcohol Policy</u> – for TfNSW Group Award employees, Transport Service Senior Manager and Executive employees and Sydney Metro Group Award employees <u>WHS Drug and Alcohol Procedure</u> – for RMS Group award employees
Fraud, corruption, maladministration or serious or substantial waste of resources	<u>Corrupt Conduct and Maladministration Prevention Policy</u> – for RMS Group award employees <u>Fraud and Corruption Control Framework</u> – for TfNSW Group Award employees, Transport Service Senior Manager and Executive employees and Sydney Metro Group Award employees
WHS or compensation	<u>TfNSW Safety Management System</u> – for TfNSW Group Award employees and Transport Service Senior Manager and Executive employees <u>RMS Group Safety Management System</u> – for RMS Group award employees <u>Sydney Metro Health, Wellbeing and Safety Management System</u> – for Sydney Metro Group Award employees

Lodge a grievance

If informal resolution isn't possible or wasn't successful, you can lodge a formal grievance verbally or in writing with your manager, or a more senior manager if your manager is the subject of the grievance.

When you provide information to a manager receiving or managing a grievance, they may contact Professional Standards if they believe misconduct may have occurred. Any identified misconduct is managed under the Conduct and Discipline Handling Procedure.

Include the following information when you lodge a grievance to help the process:

a clear statement that you are lodging a formal grievance details of what the grievance is about, what happened and who else is involved your preferred outcome for a solution. The manager addressing the grievance can talk to Professional Standards or their People Partner for help and advice.

See 0 for information on confidentiality.

Everyone involved in a grievance is encouraged to access the Employee Assistance Program at any time for professional and confidential counselling services. Managers can also contact the Managers Assistance Program for advice on strategies to manage difficult issues.

You can access these programs either online (at <https://benestar.com> using Organisation ID: TfNSW and Organisation Token: TFNSW01) or by phone on 1300 360 364.

Discuss the grievance

Any meetings to discuss a grievance must be held privately and, where possible, away from the immediate work area. Managers and employees can have a support person (see 0) at meetings.

Meet the person lodging the grievance

Once you lodge a grievance, the manager will meet with you within 24 hours or as soon as practical.

This meeting is used to discuss the details of the matter so that you and the manager have a clear understanding of the issues and the preferred outcome.

If after the discussion, the manager decides the grievance should be dealt with under this procedure, they'll confirm with you that they will meet and discuss necessary details of the grievance with:

- the 'respondent' (if any), that is the person who is the subject of the grievance, for example in an interpersonal disagreement, and
- any witnesses.

At any time during the process and after discussing the grievance with Professional Standards, the manager can decide:

- the issue should be dealt with under a different procedure and process (see 0), or
- the grievance is vexatious or trivial (see 0).

In both cases the manager completes a Manager Grievance Report and emails it to Professional Standards at professionalstandards@rms.nsw.gov.au as well as taking other necessary action. Professional Standards liaises with the responsible People Partner — in the business area on receipt of the report.

Meet the respondent (if any)

If the grievance is about another employee, they are the respondent to the grievance. The manager meets with the respondent as soon as practical to provide information on the details of the grievance, the issues involved

and the name of the person who lodged the grievance, so the respondent can respond fully to the manager and provide any relevant information. The manager confirms with the respondent that the manager will discuss details of the grievance as part of meetings with any witnesses.

Meet with witnesses (if any)

As soon as practical, the manager meets and discusses the grievance with any witnesses that may help to confirm information or provide more details about the grievance.

The manager only provides necessary information about the grievance to witnesses for them to provide responses.

Finalise the grievance process

Once the manager has gathered all the necessary information they set up a meeting with those people directly involved with the grievance.

While a joint meeting is preferred because the strongest solutions are generated collaboratively, the manager may decide to hold separate meetings.

Outcomes can include:

- a solution is agreed, which may include:
 - a commitment that the concern that caused the grievance will not be repeated
 - giving or receiving an apology
 - adjusting work arrangements or implementing other strategies to address systemic issues
 - coaching, mediation and/ or training for those people directly involved with a grievance
 - confirming or amending an original management decision, and/ or
 - taking other suitable action
- the circumstances that led to the grievance have improved and no further action is needed, or
- some issues remain or the problem can't be solved but everyone agrees to continue to work in a professional manner and move past it.

If a solution can't be found, the manager can ask a more senior manager to help or access additional support from Professional Standards or their People Partner.

Otherwise the manager confirms the outcome with the people directly involved in the grievance and ends the grievance management process.

Regardless of the outcome, the manager completes a Manager Grievance Report and emails it to Professional Standards at professionalstandards@rms.nsw.gov.au. Professional Standards liaises with the responsible People Partner in the business area on receipt of the report.

Other information you should know

Appeals

The person who lodges the grievance or the respondent can email or send an appeal to Director People and Culture Business Partnering in TfNSW or Director People and Culture in Sydney Metro no later than 21 days after an outcome has been confirmed by the manager if they believe that all or part of the process did not comply with this procedure.

Confidentiality

Managers are to treat work-related concerns raised with them by employees confidentially. Everyone involved in a grievance management process must maintain confidentiality and only discuss the matter with the manager, other employees involved in the management of the issue, support persons, Employee Assistance Program personnel, or immediate family members. Any breach of confidentiality may result in disciplinary action.

Documentation

The person managing the grievance process must take brief and factual diary or file notes of all agreed actions and timelines and must keep all relevant documentation securely for seven years.

In addition the manager must complete a Manager Grievance Report and forward it by email to Professional Standards at professionalstandards@rms.nsw.gov.au (see 0 and 0).

Victimisation

Victimisation is any unfavourable treatment of a person because they raised a work-related concern or lodged a grievance, or they were a respondent to or involved in a grievance.

Any employee who victimises or retaliates against any person involved in a grievance may be subject to disciplinary proceedings.

Vexatious and trivial grievances

An employee who lodges a grievance that they know is false, or is considered trivial, or who continues to raise complaints that have been investigated and finalised, may be subject to disciplinary processes up to and including termination.

Work-related concerns from labour hire personnel, consultants and Professional Services Contractors

Labour hire workers or professional service contractors must raise any work-related concern with their employer, who may contact Transport for NSW about the matter. Any reports will be taken seriously and managed in accordance with the commercial agreement with the service provider and the responsibilities of Transport for NSW.

Related Policy and other relevant/supporting documents

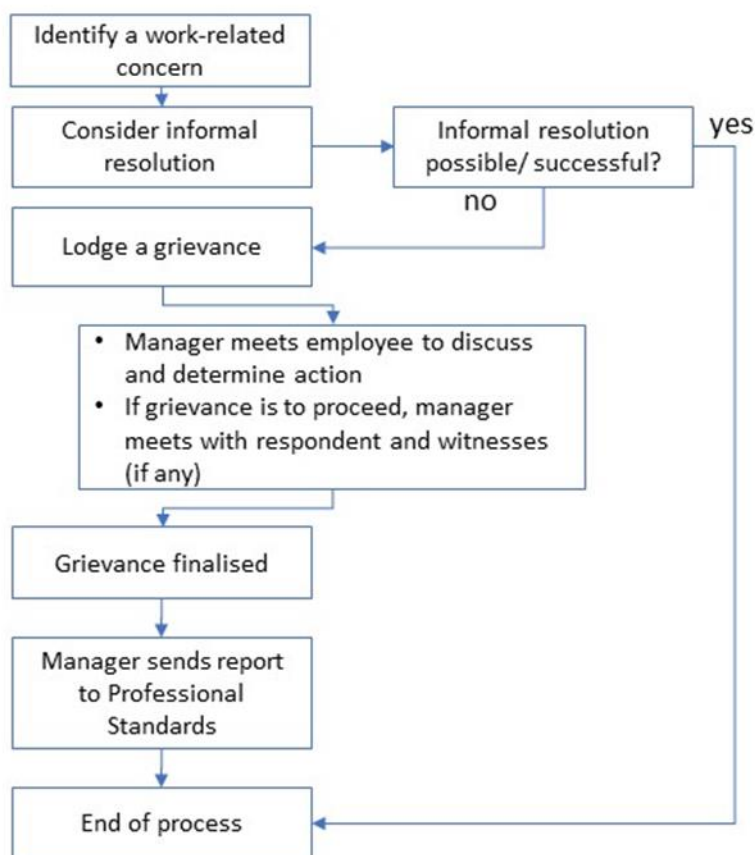
1. Transport Grievance Management Policy

Definitions

Term	Definition
Grievance	A formal verbal or written request by an employee for a work-related concern to be addressed.
Respondent	The employee who is the subject of a grievance.
Support Person	An individual (including a Union representative) who can provide advice, guidance and support. The support person cannot act as an advocate, or argue for the employee, but they may give advice to the employee. They may also request a break if needed. The support person must not present a conflict of interest with the matter.

Tools

Process flowchart – key steps



Document control

Superseded documents

This Procedure replaces the following documents:

- TfNSW Grievance Management Procedure CPr16001.3
- RMS Grievance Management Procedure PN 247P07

Document history

Date & Procedure No.	Document owner	Approved by	Amendment notes
11 September 2020 CPr20045	Director, Industrial & Workforce Relations	Director, Industrial & Workforce Relations	New Procedure
31 March 2021 CPr20045.1	Director, Industrial and Workforce Relations	Chief People Officer	Update to confirm coverage to Sydney Metro

Feedback and help

Intranet:MyTransport

Equip:‘MyTransport’ tile on your Transport Equip home page

Phone:Solutions Centre on 133 877

Email:tfnswhr@transport.nsw.gov.au

Do you have feedback to help improve the quality of this document, e.g. readability, accessibility, broken links, etc?

Please email Corporatepolicy@transport.nsw.gov.au.

Printed by the authority of the Industrial Registrar.

ROADS AND MARITIME SERVICES SCHOOL CROSSING SUPERVISORS AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 5 May 2023.

E. ROBINSON, *Industrial Registrar*.

Schedule of Variations Incorporated

Award/Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9061	01/05/20	11 September 2019	387	1058
C9286	27/08/21	1 July 2021	390	181
C9592	20/01/23	1 July 2022	393	1544

AWARD

Arrangement

1. Definitions
2. Area, Incidence, Duration
3. Parties to the Award
4. Duties
5. Appointment and Probation
6. Hours of Duty
7. Payment of Wages
8. Superannuation
9. Minimum Period of Engagement
10. Work Location
11. Leave
12. Travelling to a Temporary Work Location
13. Relocation of School Crossing Supervisors
14. Termination
15. Training
16. Criminal Record Checks
17. Safety Clothing and Equipment
18. Anti-Discrimination
19. Grievance Resolution and Dispute Settlement
20. Union Contributions
21. Secure Employment
22. Code of Conduct and Ethics
23. Local Arrangements
24. No Extra Claims
25. Rates of Pay

1. Definitions

Additional Hours - Time worked by permanent SCSs in excess of their contract hours and for which a loading in lieu of annual leave is paid.

Casual - Casual SCSs are employed on an intermittent basis to cater for special needs or to provide cover for intermittent periods of absence.

Casual Loading - An additional rate added to the rate of pay for casual SCSs to compensate for their ineligibility for paid leave and public holidays.

Contract Hours - The standard weekly hours or daily hours required to be worked by permanent SCSs. Contract hours for permanent SCSs are the hours specified in their contract or letter of appointment.

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

Extended Leave - A form of leave entitlement which recognises and rewards long service as provided by the Extended leave provisions covered in section 68Q (2) of the *Transport Administration Act 1988* (NSW).

Headquarters - The centre to which SCSs are attached for administrative purposes, or from which SCSs are required to operate on a long term basis.

Permanent SCS - A permanent SCS is a SCS who works a set number of hours and days per week. RMS - means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the *Government Sector Employment Act 2013* (NSW) to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW) was abolished, staff moved to the Transport Service, and that Employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this Award, references to "RMS" refer to the business of the Roads and Maritime Services rather than to the Employer.)

"RMS Group" - means the group of staff designated by the Secretary of the Department of Transport in accordance with the *Transport Administration Act 1988* (NSW) as being part of the RMS Group who are not part of any other Group of Staff. A Memorandum of Understanding dated 31 July 2019 between the Secretary of the Department of Transport and the Secretary of Unions NSW applies to any proposed changes to an employee's designation as being part of the RMS Group throughout the life of this Award. In the event of any dispute about the MOU, clause 19 Disputes Settlement Procedure applies.

SCS - School Crossing Supervisor

Temporary Work Location - The place from which permanent SCSs temporarily perform official duty if they are required to work away from headquarters.

"Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988* (NSW).

Union - Australian Workers' Union (AWU) and/or Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

Working Hours - The specified times that SCSs are required to work as outlined in their letters of engagement.

2. Area, Incidence, Duration

2.1 This Award will be known as the Roads and Maritime Services - School Crossing Supervisors Award 2019.

- 2.2 The Award applies to all SCSs employed as members of the Transport Service in the RMS Group.
- 2.3 This Award rescinds and replaces the Roads and Maritime Services - School Crossing Supervisors) Award 2017 published 20 March 2020 (387 I.G. 379) all variations thereof.
- 2.4 This Awards comes into effect on 1 July 2019 and will remain in force until 30 June 2022.

3. Parties to the Award

- 3.1 The parties to this Award are:
- the Secretary of the Department of Transport as head of the Transport Service;
- (a) the Australian Worker's Union, New South Wales (AWU); and
- (b) the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

4. Duties

- 4.1 SCSs are responsible for the implementation of the School Crossing Supervisor Scheme at designated school crossing sites.
- 4.2 In order to achieve this, SCSs must:
- (a) Place CHILDREN CROSSING flags at each end of the crossing at the commencement of duties and remove the flags at the completion of duties
- (b) Be at their designated crossing at the times specified by RMS;
- (c) Comply with the Safe Work Method Statement (SWMS) for the site at which they are working;
- (d) Perform their duties in accordance with training provided by RMS;
- (e) Follow any lawful directions given by RMS;
- (f) Use only the safety clothing and equipment provided by RMS.

5. Appointment and Probation

- 5.1 SCSs must serve a three-month probation period before their employment is confirmed.
- 5.2 SCSs cannot commence duty until they have successfully completed both on-site and off-site training and have met the criteria for the criminal record check as outlined in clause 17.
- 5.3 The probation period may be extended for a period up to six months in exceptional circumstances. SCSs must be informed of the extension at least one week prior to the date on which they will complete three months' service.

6. Hours of Duty

- 6.1 Other than for reasons outlined in subclause 6.5 below, permanent SCSs will be rostered to work during the 41-week NSW school year.
- 6.2 The contract hours for SCSs will not include four weeks of the school summer vacation period in December/January each year. Any training held in January will be notified and paid for as per clause 16, Training.

- 6.3 The contract hours of duty for permanent SCSs are determined according to the operating hours of the crossing at their designated site, including the setting up and storage of equipment. The specific hours will be notified to permanent SCSs in their letters of engagement.
- 6.4 Unless otherwise agreed by the SCS, the contract hours of duty for permanent SCSs may be varied on a permanent basis provided that three weeks' notice is given (i.e. 15 weekdays, including school and public holidays). This does not restrict RMS to direct SCSs to work different than their contract hours on a temporary basis, e.g. to cover short-term absences of other staff.
- 6.5 Subject to clause 16, Training, permanent SCSs may, by agreement, work in excess of their contract hours. The additional hours worked, up to 38 hours per week, will be paid at ordinary time plus a 1/12 loading in lieu of additional annual leave (see clause 7.4 below).
- 6.6 Permanent or casual SCSs who are directed to work in excess of 8 hours per day or 38 hours per week will be paid for the time worked at overtime rates as time and a half for the first two hours and double time thereafter.
- 6.7 The hours of duty for casual SCSs will fluctuate between engagements. Generally, casual SCSs cannot be engaged for longer than the ordinary hours worked by permanent SCSs.
- 6.8 RMS may arrange training to be conducted during the school holidays. Refer to clause 16, Training.
- 6.9 RMS may require SCSs to work reasonable overtime at overtime rates. An SCS may refuse to work overtime in circumstances where the working of overtime would result in the SCS staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to the SCSs health and safety;
 - (b) the SCSs personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by RMS regarding the working of overtime, and by the SCS of their intention to refuse the working of overtime; or
 - (e) any other relevant matter.

7. Payment of Wages

- 7.1 The hourly rate of pay for SCSs will be calculated with reference to a base hourly rate of \$N per hour. The rates of pay are set out in the table in clause 26. Rates of Pay, will be increased by
- (a) 2.5% operative from the first full pay period on or after 1 July 2019 and 1 July 2020, and
 - (b) 2.04% operative from the first full pay period on or after 1 July 2021 and
 - (c) 2.53% operative from the first full pay period on or after 1 July 2022.
- 7.2 The rate paid to permanent SCSs will be averaged over a period of 48 weeks. The calculation takes into account the 41-week school year plus the entitlement to four weeks' annual leave as permanent Employees. Permanent SCSs will continue to be paid for their contract hours during school holidays that fall between the months of February and December. Permanent SCSs will not be paid for the four weeks of the school summer vacation period in December/January each year.
- 7.3 The hourly rate paid to permanent SCSs will be calculated on the following basis:

$$\frac{N \times 45}{\quad} = \$P$$

Where 'N' is the base rate per hour and 'P' is the actual hourly rate.

- 7.4 Additional hours worked by permanent SCSs will be calculated on the following basis:

$$N + \left(N \times \frac{1}{12} \right) = \$A$$

Where 'N' is the base rate per hour and 'A' is the actual hourly rate.

This rate will also apply to all time spent training by permanent SCSs outside their contract hours.

- 7.5 Casuals are paid for actual time worked and all training but are otherwise not paid during school holidays.
- 7.6 As casuals are entitled to a loading in lieu of all forms of paid leave except for extended leave, the hourly rate paid to casual SCSs will be calculated on the following basis:

$$N + (N \times 20\%) = \$C$$

Where 'N' is the base rate per hour and 'C' is the actual hourly rate.

- 7.7 Wages will be paid on a fortnightly basis into an account nominated by each SCS.

8. Superannuation

- 8.1 RMS will contribute a proportion of each SCSs wage as determined by Commonwealth superannuation legislation into a superannuation fund nominated by each SCS. The superannuation proportion is 10.5% effective from 1 July 2022.

9. Minimum Period of Engagement

- 9.1 The minimum period of engagement for SCS (whether casual or permanent) shall be one hour.
- 9.2 SCSs who work both morning and afternoon shift in any one day will be considered to have worked two (2) periods of engagement for that day.
- 9.3 The period(s) of engagement for permanent SCSs will be specified in their letter of appointment.

10. Work Location

- 10.1 Subject to subclause 10.3 below, permanent SCSs will be appointed to a designated work school crossing site to which they must report for duty.
- 10.2 Casual SCSs are not assigned to a specific work location and may be offered work at locations as required by RMS.
- 10.3 SCSs who have their employment converted from casual to permanent through the operation of clause 21, Secure Employment, may be assigned to a designated work school crossing site and/or may be required to undertake their contract hours at different locations. The different locations will be within a reasonable boundary and will be agreed at the time of conversion. Such SCSs will not be entitled to reimbursement for additional fares or time spent travelling to these locations as per subclauses 13.1 and 13.2.
- 10.4 SCSs who elect to convert to permanent status by way of subclause 10.3 will be offered the choice to transfer to permanent status as outlined at subclause 10.1, upon a SCSs position falling vacant.

11. Leave

11.1 Calculation of leave

- (a) Unless otherwise specified, permanent SCSs will be entitled to leave on a pro-rata basis, calculated on their weekly contract hours.
- (b) For the purpose of taking leave, 'day' means the normal/contract hours of duty that SCSs would have worked on that day. This does not include intermittent training carried out during the school term.

11.2 Casuals

- (a) Casuals receive a loading in lieu of all forms of paid leave except long service leave.
- (b) With the exception of long service leave, casuals are not entitled to take paid leave.

11.3 Recreation Leave

- (a) Permanent SCSs are entitled to four (4) weeks' recreation leave each year.
- (b) The wages paid to SCSs take into account the four-week entitlement and SCSs are not entitled to take recreation leave during the school term.
- (c) SCSs will have a period of four weeks per year (in one or more blocks) where they will not be required to attend work and/or training. Refer to clause 16, Training.

11.4 Annual Leave Loading

The wages paid to SCSs incorporate a loading of 1.35% per annum to account for their entitlement to annual leave loading based on four weeks' leave per year.

11.5 Public Holidays

- (a) Permanent SCSs will be paid for all gazetted state public holidays that occur on a day on which they are normally rostered and for the hours that they would have worked.
- (b) Public holidays that occur during school holidays will be treated as normal work days and no additional payment will be made.
- (c) Permanent SCSs will be entitled to observe local public holidays (half day or full day as gazetted) where the school to which the crossing applies is observing that local public holiday.

11.6 Sick Leave

- (a) Permanent SCSs are entitled to 12 sick days per year.
- (b) For the purpose of this clause, the sick leave year commences on 1 January. SCSs who commence duty during the course of a calendar year will be credited with a pro rata entitlement of 12 days per year.
- (c) RMS may defer payment of sick leave to SCSs who take sick leave during their first three months of service until the SCS has completed three months of service
- (d) SCSs re-employed in the same year are entitled to the lesser of:
 - i a maximum of 12 days sick leave, or

- ii the sick leave SCSs would have been entitled to had employment been continuous from the date of first employment in that year.
- (e) Previous periods of employment are not taken into account for sick leave purposes.
- (f) All sick leave not taken during the leave year accumulates and may be used as required for genuine absences due to illness or incapacity.
- (g) If SCSs are unable to attend work due to illness or injury, they are to contact their supervisor prior to the commencement of their shift and advise:
 - i that they are unable to attend work, and
 - ii the nature of their illness or incapacity, and
 - iii the estimated period of absence.
- (h) The granting of paid sick leave shall be subject to the SCS providing evidence which indicates the nature of illness or injury. If the SCS is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the Human Resources Section.
- (i) If a SCS is absent from duty for more than 2 consecutive working days because of illness they must provide a medical certificate to RMS in respect of the absence.
- (j) If a SCS takes sick leave in excess of 5 uncertified working days in a calendar year the SCS concerned may be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (k) As a general practice backdated medical certificates will not be accepted. However, if the SCS concerned provides evidence of illness that only covers the latter part of the absence, RMS may allow the granting of sick leave for the whole period if satisfied that the reason for the absence was genuine.
- (l) If the RMS is concerned about the diagnosis described in the evidence of illness produced, the RMS may, after discussion with the SCS refer the evidence provided and the application for leave to an independent medical practitioner for advice.
 - i The type of leave granted to the SCS will be determined by RMS based on the medical advice received.
 - ii If sick leave is not granted, RMS will, as far as practicable, take into account the wishes of the SCS when determining the type of leave granted.
- (m) RMS may direct the SCS to participate in a return to work program if they have been absent for a long period of sick leave.
- (n) Nothing in this subclause 11.6 removes the right of RMS to request medical certificates for single day absences where required or from referring the SCS for an independent medical assessment for other reasons as prescribed in RMS's sick leave policy.
- (o) The reference in this clause to evidence of illness shall apply, as appropriate:
 - i for absences up to and including 5 working days evidence may be provided by a registered doctor, dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at RMS's discretion, other forms of evidence that satisfy that the SCS had a genuine illness including from another registered health services provider,

- ii where the absence exceeds five working days, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner.
- (p) SCSs who have used all their accrued sick leave but are unable to return to work due to illness or incapacity and have supporting medical certificates may take accrued extended leave or leave without pay.
- (q) SCSs who are sick for a week or more whilst on extended leave and who have a supporting medical certificate will be entitled to accrued sick leave for the period covered by the medical certificate. The extended leave replaced by the sick leave will be re-credited to the SCSs entitlement.
- (r) Sick leave will not be granted for extended leave taken prior to resignation or termination of services.

11.7 Extended leave

11.7.1 Extended leave entitlements

- (a) Extended leave for SCSs is set by the *Transport Administration Act 1988* (NSW).
- (b) SCSs who have completed 10 years' service recognised by RMS are entitled to the following extended leave:
 - i 44 working days at full pay, or
 - ii 88 working days at half pay, or
 - iii 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years entitles SCSs to accrue 11 working days extended leave.
- (d) From 1 January 2005, SCSs who have completed at least 7 years continuous service with RMS, or as recognised in accordance with subclauses 11.7.1(f) and (g) below, are entitled to access pro rata extended leave on the basis of 4.4 working days per completed year of service.
- (e) Casual SCSs with regular and consistent patterns of employment are entitled to Extended Leave on the same basis as that applying to permanent SCSs, calculated on a pro rata basis.
- (f) All previous full-time and part-time service SCSs have had with RMS, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority are taken into account as service towards Extended Leave for permanent SCSs.
- (g) Service with other NSW government bodies will also be recognised in accordance with the *Government Sector Employment Act 2013* (NSW) and Schedule 2 of the Government Sector Employment Regulation 2014 (NSW).
- (h) Nothing in subclauses 11.7.1(f) or (g) above entitles SCSs to payment for previous service recognised, where the accrual for that service has been taken as extended leave in service or paid out on termination.

11.7.2 Effect of Approved Leave Without Pay on Extended Leave Entitlements.

- (a) To determine if SCSs have completed the required 10 years of service:

- i Any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not SCSs have completed 10 years of service.
 - ii Any period of approved LWOP you have taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) For SCSs who have had 10 years' service recognised by RMS, approved LWOP for the reasons listed below counts as service for Extended Leave accrual:
 - i Military service (e.g. Army, Navy or Air Force);
 - ii Major interruptions to public transport;
 - iii Periods you are on leave accepted as workers compensation.
- (c) For SCSs who have completed 10 years of recognised service, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

11.7.3 Taking of Extended Leave.

- (a) Subject to RMS approval, SCSs may take extended leave:
 - i At a time convenient to RMS;
 - ii For a minimum period of one hour, irrespective of whether it is paid at full pay, half pay or double pay.
- (b) Extended leave may be taken at full pay, half pay or double pay.
- (c) For extended leave taken at double pay:
 - i SCSs leave balance will be debited for the actual number of working days/hours of leave at full pay plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - ii the additional payment is made as a taxed, non-superable allowance, with the exception of payment to members of First State Super or another complying fund of their choice for whom the additional payment is superable.

11.7.4 For extended leave taken at half pay, SCSs leave balance will be debited at the rate of half the days/hours taken as extended leave.

11.7.5 SCSs who take extended leave in service, may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

11.7.6 Sick Leave while on Extended Leave.

- (a) SCSs are only entitled to claim sick leave that occurs during an absence on extended leave when sick for five or more consecutive working days. To claim sick leave, SCSs must provide a medical certificate for the period claimed as soon as practicable.
- (b) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave, if leave is taken on a full or half pay basis.
- (c) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance.

- (d) The above applies if extended leave is taken prior to retirement but not extended leave taken prior to resignation or termination of services by RMS.

11.7.7 Public Holidays while on Extended Leave.

- (a) Public holidays that fall while SCSs are absent on extended leave are not recognised as extended leave and are not deducted from the extended leave balance.
- (b) Payment for public holidays is paid at single time even if SCSs have chosen to take extended leave at half-pay or double pay.

11.7.8 Payment or Transfer of Extended Leave on Termination

- (a) If SCSs are entitled to extended leave on termination of your employment, including retirement, they will be paid the monetary value of the extended leave as a gratuity, in lieu of your taking the leave.
- (b) SCSs who have at least five years' service but less than seven years' service are paid pro-rata extended leave if their services are terminated:
 - i By RMS for any reason other than serious and intentional misconduct;
 - ii By SCSs in writing on account of illness, incapacity or domestic or other pressing necessity or.
- (c) SCSs who resign to join another Government Department, and who 'transfer' as defined by the *Government Sector Employment Act 2013 (NSW)* and Part 6 of the *Government Sector Employment Rules 2014 (NSW)*, are entitled to have their extended leave accrual accepted by their new Employer.

11.8 Parental leave

(a) Definitions

For the purpose of this clause:

- i "Partner" includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who is the Employee's husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee. For the avoidance of doubt, all the relationships identified in this definition apply regardless of the gender or sex of those in the relationship.
- ii "Primary Responsibility" means the person who meets the child's physical needs more than anyone else, including feeding, dressing, bathing and otherwise supervising the child. Only one person at a time can have primary responsibility for the child or children.
- iii "Miscarriage" means a pregnancy that ceases prior to 20 weeks gestation or, where the number of weeks is unknown, the baby weighed less than 400g.
- iv "Pre-term birth" means the birth of a live child prior to 36 weeks gestation.
- v "Full-term birth" means the birth of a live child at 37 weeks onwards.

(b) Unpaid Parental Leave

Employees after 40 weeks continuous service are entitled to a combined total of 104 weeks unpaid parental leave on a shared basis with their Partner in relation to the birth, adoption or surrogacy birth of their child. Paid parental leave, annual leave and extended leave can be taken

within the total period of unpaid parental leave but do not extend the 104 week unpaid parental leave period.

(c) Paid Parental Leave

- i An employee who has or will have completed not less than 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth) is entitled to up to 14 weeks Paid Parental Leave, provided the employee has or will have Primary Responsibility for the care of their child (or children) at the time of birth, adoption or surrogacy birth.
- ii Paid Parental Leave must be taken within 12 months from the date of birth, adoption or surrogacy birth, pregnant employees may commence leave up to 9 weeks prior to the date of birth.
- iii Paid parental leave may be taken at full pay, half pay or as a lump sum.
- iv Where the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiates their date of return to work with the Employer.

(d) Paid Other Parental Leave

An employee who has at least 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth, irrespective of when the employee elects to take the paid leave under this clause) and who will not have Primary Responsibility for the care of their Child at the time of the birth, adoption or surrogacy birth, is entitled to:

- i Up to 2 weeks paid parental leave at the time of the birth, adoption or surrogacy birth when they do not have Primary Responsibility (which may be taken concurrently with the employee's Partner); and
- ii Up to 12 weeks additional paid parental leave within the first 12 months from the date of birth or adoption of the child provided that the Employee assumes Primary Responsibility for the care of the child during the 12 week period; and the employee's Partner is not concurrently taking Primary Responsibility for the care of the child.
- iii Paid other parent leave may be taken at full pay, half pay or as a lump sum.

(e) Simultaneous Unpaid Parental 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 or altruistic surrogacy, from the date of taking custody of the child. The request may only be refused on reasonable grounds. This period is inclusive of the 2 weeks paid other parent leave taken at the time of birth.

(f) Special Pre-Term Parental Leave

- i Where an employee or the Partner of an employee gives birth to a pre-term child (prior to 37 weeks), the parent with Primary Responsibility, who has, or would have if not for the pre-term birth, completed 40 weeks continuous service at the expected due date, is entitled to paid special pre-term parental leave from the date of birth of the child up to the end of 36 weeks.
- ii Immediately following the period of paid special pre-term parental leave and at the commencement of 37 weeks, paid parental leave of up to 14 weeks will apply to the parent with Primary Responsibility.

(g) Miscarriage Leave

- i Where an employee or the Partner of an employee miscarries, an employee is entitled to five days paid special miscarriage leave on each occasion a pregnancy ceases by way of miscarriage up to 20 weeks' gestation.
- ii Special miscarriage leave will commence from the date the miscarriage occurs and is to be taken in one continuous block.

(h) Special Adoption Leave

An Employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. As an alternative to special adoption leave an Employee can elect to charge the period of leave against annual leave, extended leave, flex leave or family and community service leave.

(i) Subsequent Parental Leave – rate of pay

An Employee who commences a subsequent period of parental leave (associated with the birth, adoption, or altruistic surrogacy) for another child within 24 months of commencing an initial period of maternity, adoption or altruistic surrogacy leave will be paid:

- i at the rate (full-time or part-time) they were paid before commencing the initial leave if they have not returned to work; or
- ii at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced their hours during the 24 month period; or
- iii at a rate based on the hours worked prior to the subsequent period of leave where the Employee has not reduced their hours.

(j) Alternate Duties

- i If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the Secretary, should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- ii If such adjustments cannot reasonably be made, the Employee may elect, or the Employer may require the Employee to commence Maternity Leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born, whichever is the earlier.

(k) Communication during Parental Leave

Where Employees are on parental leave and the Employer makes a definite decision 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 held before commencing parental leave.

- iii Employees must 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.
 - iv Employees must notify the Employer of changes of address or other contact details which might affect the Employers' capacity to comply with the requirements of this clause.
- (l) Right to Request
- An Employee who has taken paid or unpaid parental leave may make a request to the Employer to:
- i extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - ii return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;
- (m) have part-time hours structured in a way to enable carer responsibilities to be fulfilled.
- (n) The Employer shall consider all requests made under this clause 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 Employees, loss of efficiency and the impact on customer service.
- (o) Return to Work
- i An Employee has the right to their former position if they have taken paid or unpaid parental leave and they resume duty immediately after the approved leave or work on a part time basis,
 - ii If the position occupied by the Employee immediately prior to the taking of paid or unpaid parental leave has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position for which they are qualified subject to availability.
 - iii The Employer shall not fail to re-engage a regular casual Employee (see section 53(2) of the *Industrial Relations Act* 1996 because:
 - A. the Employee or the spouse is pregnant, or
 - B. the Employee is or has been immediately absent on parental
 - C. provided the rights of the Employer in relation to engagement or re-engagement of casual Employees are not affected, other than in accordance with this clause.
- (p) Evidence Requirements
- Employees accessing leave under this clause are required to meet the evidence requirements set out in the applicable policy/procedure as varied from time to time.

11.9 Family and community service leave

- (a) RMS shall grant to an SCS some or all of their accrued family and community service leave on full pay for reasons related to unplanned and emergency family responsibilities or other emergencies outlined in subclause 11.9(b). RMS may also grant leave for purposes as outlined in

subclause 11.9(c). Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.

- (b) Such unplanned and emergency situations may include, but not be limited to, the following:
- i Compassionate grounds, such as the death or illness of a close member of the family or a member of the SCS's household;
 - ii Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - iii Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens an SCS's property and/or prevents a SCS from reporting for duty;
 - iv Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - v Attendance at court by a SCS to answer a charge for a criminal offence, only if RMS considers the granting of family and community service leave to be appropriate in a particular case.
- (c) Family and community service leave may also be granted for:
- i A SCS's absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the SCS does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - ii A SCS's attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if a SCS is selected to represent Australia or the State.
- (d) Family and community service leave shall accrue as follows:
- i in the first 12 months of service 2.5 days.
 - ii in the second year of service 2.5 days.
 - iii for each completed year of service after 2 years of service 1 day
- (e) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 3 days may be granted on a discrete, 'per occasion' basis to a SCS to cover the period necessary to arrange or attend the funeral of a family member or relative.
- (f) For the purposes of this subclause, 'family' means:
- i spouse;
 - ii de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
 - iii child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
 - iv parent (including a foster parent or legal guardian);
 - v grandparent or grandchild;

- vi sibling (including the sibling of a spouse or de facto spouse);
- vii same sex partner who they live with as a de facto partner on a bona fide domestic basis; or
- viii relative who is a member of the same household where, for the purposes of this definition:
 - A. 'relative' means - a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - B. 'affinity' means - a relationship that one spouse or partner has to the relatives of another; and
 - C. 'household' means - a family group living in the same domestic dwelling.
- (g) Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow SCSs to provide short-term care or support for a family member who is ill.
- (h) Access to other forms of leave is available to SCSs for reasons related to family responsibilities or community service, subject to approval. These include:
 - i Leave without pay
 - ii Make up time
 - iii Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- (i) SCSs appointed to RMS who have had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous Employer.
- (j) Bereavement entitlements for casual Employees
 - i Casual SCSs are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in subclause 11.9(f) of this subclause.
 - ii RMS and the SCS shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the SCS is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The SCS is not entitled to any payment for the period of non-attendance.
 - iii If required by RMS, the SCS must establish the need to take leave, by production of evidence, such as a death certificate or statutory declaration providing details of the circumstances of death.
 - iv RMS shall not fail to re-engage a casual SCS because the Employee accessed the entitlements provided for in this subclause. The rights of RMS to engage or not engage a casual SCS is otherwise not affected.
- (k) Personal Carers Entitlement for casual Employees
 - i Casual SCSs are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph (f) of this subclause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- ii RMS and the SCS shall agree on the period for which the SCS will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The SCS is not entitled to any payment for the period of non-attendance.
- iii If required by RMS, the SCS must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- iv RMS shall not fail to re-engage a casual SCS because the Employee accessed the entitlements provided for in this clause. The rights of RMS to engage or not to engage a casual SCS are otherwise not affected.

11.10 Domestic and Family Violence

(a) General Principle

The Employer recognises that Employees may experience domestic and family violence, and that this may have a significant impact on an Employee's health, safety and wellbeing, both at home and in the workplace. The Employer is committed to taking steps to prevent domestic and family violence and supporting Employees who experience domestic and family violence in a manner that takes into account the impacts of the trauma experienced by the Employee and those supporting them.

(b) Definition of Domestic and Family Violence

- i For the purposes of this Award, domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern of controlling or coercive behaviour.
- ii Domestic and family violence behaviours can include, but are not limited to:
 - A. physical and sexual violence
 - B. verbal abuse and threats
 - C. emotional and psychological abuse
 - D. financial abuse
 - E. social isolation
 - F. stalking
 - G. intimidation
 - H. technology facilitated abuse
 - I. threats or actual harm to others, pets and/or property.
- iii An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not.
- iv A family relationship includes people who are related to one another through blood, marriage, de facto partnerships, adoption and fostering relationships, and sibling or extended family and kinship relationships.

- (c) Principles of prevention and response
- i The Employer recognises that every Employee's experience of domestic and family violence is unique. In providing support for, and minimising the risk to safety of, Employees experiencing domestic and family violence the Employer will:
- A. subject to clause 12.3(a)(ii), respect the agency of the Employee as the decision maker in relation to the nature of the support they require (as outlined in clause 12.5 or otherwise) and any associated communication about these supports;
 - B. prioritise the safety of the Employee experiencing domestic and family violence, and other Employees, in the workplace;
 - C. acknowledge that any actions taken by the Employer may impact Employees and their dependents safety at work and at home;
 - D. recognise the Employee's right to confidentiality, as outlined in clause 12.6, except in instances where the safety of Employees (including other employees not directly experiencing domestic or family violence) must be prioritised;
 - E. train identified Employees as contact officers to provide information and support to Employees experiencing domestic and family violence;
 - F. provide Employees with training on domestic and family violence, with a specific focus on preventative steps and response in the workplace;
 - G. ensure that Employees who are required to support Employees experiencing domestic and family violence are equipped to provide evidence based support, which acknowledges the impact of trauma, through the provision of training and other resources;
 - H. clearly communicate to an Employee experiencing domestic and family violence any mandatory reporting obligations the Employer may have to comply with;
 - I. acknowledge and take into account the Employee's experience of domestic and family violence if an Employee's attendance or performance at work is affected by domestic or family violence.
- ii The Employer recognises that there will be Employees who use domestic and family violence. In line with the Employer's position against domestic and family violence the Employer may:
- A. support Employees to access evidence-based behaviour change supports
 - B. approve any reasonable request for flexible work arrangements to facilitate the Employee seeking evidence-based behaviour change supports.
- iii The Employer may take disciplinary action against an Employee who has used domestic and family violence, up to and including termination of employment.
- (d) Leave
- i An Employee experiencing domestic or family violence will have access to 10 days paid Special Leave for domestic and family violence per calendar year to support the establishment of their safety and recovery. Temporary and part time employees are entitled to leave under this clause on a pro rata basis.

- ii This leave will assist Employees to:
 - A. attending medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
 - B. organising alternative care or education arrangements for their children,
 - C. attending court and other legal proceedings relating to their experience of domestic and family violence
 - D. allow time for the employee to seek alternate or safe accommodation, and
 - E. other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
 - iii This leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days.
 - iv Given the emergency context in which this leave may need to be accessed, Employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
 - v When assessing leave applications, the Employer needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may required evidence.
- (e) Workplace Domestic and Family Violence Support
- i To provide support to an Employee experiencing domestic and family violence, the Employer will approve any reasonable request from an Employee experiencing domestic and family violence for:
 - A. changes to their span or pattern of hours and / or shift patterns;
 - B. job redesign or changes to duties;
 - C. relocation to suitable employment with the Employer;
 - D. a change to their telephone number and/or email address to avoid harassing contact;
 - E. any other appropriate measure including those available under existing provisions for flexible work arrangements; and
 - F. increased security measures in their workplace including entry and egress.
 - ii Subject to the Employee being satisfied that safety has been established and the Employer also being satisfied, if an Employee has requested a reasonable change to their working arrangements in accordance with clause (a), an Employer will not then unreasonably refuse a request from an Employee to maintain change or remove these arrangements.
 - iii The Employer will assist an Employee experiencing domestic or family violence with access to support and referral services and/or other local resources.
- (f) Protecting the confidentiality of Employees experiencing domestic or family violence
- i The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence that a breach of confidentiality may pose a risk to the safety of the Employee and others.

- ii To protect the confidentiality of an Employee experiencing domestic or family violence the Employer will:
 - A. adopt a ‘needs to know’ approach to any communications regarding the Employee’s experience;
 - B. not store or include any information about the following matters on the Employee’s personnel file or payslip:
 - 01. the Employees experience of domestic or family violence
 - 02. special leave accessed for the purpose of domestic and family violence leave in accordance with clause 12.4(a)
 - 03. supports provided by the Employer (under clause 12.5 or otherwise).
- iii Any information regarding an Employee’s experience of domestic or family violence, including any domestic and family violence leave or supports provided (under clauses 12.4, 12.5 or otherwise), can only be accessed by Executive Director People and Culture Business Partnering.
- iv The Employee recognises that the Employer’s commitment to, and obligations regarding, confidentiality are subject to:
 - A. any steps that the Employer must to take to ensure the safety of all Employees
 - B. any mandatory reporting requirements.
- v Where the Employer does need to disclose confidential information for the reasons outlined in clause 12.6(d), the Employer will make every reasonable effort to inform the Employee of this disclosure before it is made and support the employee to take any practical steps to minimise an associated safety risk.

12. Travelling to a Temporary Work Location

- 12.1 Permanent SCSs required to travel to a temporary work location will be entitled to ordinary time payment for the additional time taken to travel to the temporary work location compared to the time that they normally take to travel to their headquarters.
- 12.2 Where permanent SCSs travel by public transport to a temporary work location, they will be entitled to reimbursement of any additional fares paid.
- 12.3 Subject to clause 16, Training, casual SCSs are not entitled to excess fares or travel to a work location.

13. Relocation of School Crossing Supervisors

- 13.1 RMS may relocate SCSs, either temporarily or permanently, where another location is available within a reasonable distance.
- 13.2 Reasons for the transfer may include, but are not limited to:
 - (a) Where an SCS is no longer required on a site for reasons outlined in subclause 15.4;
 - (b) for performance management or disciplinary reasons; or
 - (c) For other reasons at RMS’s discretion.
- 13.3 SCSs are not entitled to relocation expenses.

14. Termination

- 14.1 Subject to subclause 15.2 below, permanent SCSs who wish to cease their employment must provide RMS with at least two weeks' notice.
- 14.2 Permanent SCSs who do not wish to continue their employment in a new school year must inform RMS of their intention to cease their employment prior to 1 December of the previous year.
- 14.3 Should RMS terminate the employment of permanent SCSs for any other reason, apart from serious or wilful misconduct, RMS must provide the SCSs with the following period of notice (or payment in lieu), based on the length of continuous service:

Continuous Service	Period of Notice
Not more than 1 year	at least 1 week
More than 1 year, but less than 3 years	at least 2 weeks
More than 3 years, but less than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

NB: 'service' includes all time worked for RMS since 1992

The period of notice shall be increased by one week where the SCS is over 45 years of age and has completed at least two years continuous service.

- 14.4 Reasons for termination of employment of permanent SCSs under subclause 14.3 above may include, but are not limited to:
- (a) the installation of traffic signals at that site;
 - (b) the removal of a crossing;
 - (c) the installation of an overhead walkway or pedestrian underpass;
 - (d) the closure of a school.
- 14.5 Prior to terminating the employment of a SCS for any of the reasons outlined in subclause 15.4 above, RMS will seek to place SCSs at an alternate location within a reasonable distance. RMS cannot guarantee that SCSs will be allocated the same hours of duty if an alternate location is found.

15. Training

- 15.1 RMS will provide SCSs with training necessary to conduct their duties. SCSs must attend all training to which they have been directed.
- 15.2 Training will generally be provided outside of the normal working hours of a SCS or during school holidays as necessary.
- 15.3 RMS must set aside a period of four weeks (in one or two blocks) during which no training can be organised. This will allow permanent SCSs to have at least four weeks' annual recreation leave per year.
- 15.4 RMS must notify SCSs of the times for training to be undertaken in school holidays at least two months in advance.
- 15.5 Time spent training by permanent SCSs will be paid in line with the calculation for 'additional hours' and paid for in accordance with clause 7.4.
- 15.6 Casuals will be paid for all time spent training in accordance with clause 7.5.

- 15.7 Casuals required to travel more than 30 minutes to a training venue will be paid excess fares and for all time in excess of 30 minutes spent travelling.

16. Criminal Record Checks

- 16.1 RMS will undertake criminal record checks on SCSs for any offences relevant to their employment as a SCS:
- (a) prior to their appointment; and
 - (b) at regular intervals; or
 - (c) at RMS's discretion.
- 16.2 Such offences will include, but will not be limited to, the types of offences that prohibit Employees from working with children under the *Child Protection (Working With Children) Act 2012 (NSW)* and the *Child Protection (Working With Children) Regulation 2013*.
- 16.3 RMS may only take action against a SCS with a criminal record where the offence is related to their employment as a SCS or the offence is not related to their employment but they have not informed RMS of their record. Such action may include summary dismissal.
- 16.4 SCSs must advise RMS of any charge or conviction against them that may affect their ability to carry out their duties. Failure to notify RMS of the charge or conviction may result in summary dismissal.

17. Safety Clothing and Equipment

- 17.1 SCSs will be provided with safety clothing and equipment as required, including:
- (a) Hat
 - (b) Safety Vest
 - (c) Rain Coat
 - (d) Rain Pants
 - (e) Sun Screen 30+
 - (f) Note Book and Pen
 - (g) Bum Bag
 - (h) Water Proof Cap
 - (i) Long Sleeve Shirt
- 17.2 Any additional safety clothing and/or equipment will be determined by the appropriate Work Health Safety/risk assessment.
- 17.3 SCSs must use the safety clothing and equipment provided (and only the safety equipment provided) when on duty.

18. Anti-Discrimination

- 18.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996 (NSW)* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality,

transgender identity, age and responsibilities as a carer; and any other ground provided for in the *Anti-Discrimination Act 1977* (NSW) or applicable Commonwealth anti-discrimination legislation.

- 18.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 18.3 Under the *Anti-Discrimination Act 1977* (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.
- 18.4 Nothing in this clause is to be taken to affect:
- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to persons under 21 years of age;
 - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW);
 - (d) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 18.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

19. Grievance Resolution and Dispute Settlement

19.1 Dispute Settlement Procedure

- (a) A dispute is a complaint or difficulty which affects one or more Employee(s). It may include a change in working conditions that is perceived to have a negative implication on Employees.
- (b) It is essential that management and the Unions consult on all issues of mutual interest and concern, not just issues considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the Unions is contrary to the intention of the following process.
- (d) This disputes procedure outlined at subclause 20.2 below shall apply to any dispute that arises with respect to the following:
 - i. matters pertaining to the relationship between the Employer and Employees;
 - ii. matters pertaining to the relationship between the Employer and the Union parties to this Award which pertain to the Award; and/or

- iii. the operation and application of this Award.

19.2 Dispute Settlement Process

Step One

In the first instance, any dispute which is local in nature, and which will not impact on other locations, will be dealt with at the local level by the Employee(s) and/or their Union representative raising the matter with the Employee's immediate supervisor. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Two

If the dispute remains unresolved following Step 1, the Employee(s) and/or their Union representative shall refer the matter to the Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Three

If the Dispute cannot be resolved through the procedure outlined in Steps 1-2, or if the Dispute involves matters other than local issues or matters involving the application/ interpretation of this Award, the Employee or their representative may refer the dispute to the Principal Manager, Human Resources and Industrial Relations (or their representative) to attempt to achieve a resolution between the parties.

Step Four

If following Steps 1-3 the dispute remains unresolved, any relevant party may refer the matter to the NSW Industrial Relations Commission (IRC) for conciliation in the first instance, and if conciliation does not resolve the Dispute, the matter shall be arbitrated by IRC.

- 19.3 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the next in sequence to accelerate resolution or for some other reason(s), or to agree to refer the dispute to the IRC for urgent resolution.

- 19.4 Whilst this procedure is continuing, no work stoppage or any other form of work limitation shall occur.

- 19.5 The parties acknowledge that where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health and safety of any person, it may not be practical to follow the procedure in this clause in attempting to resolve the dispute; and that an urgent reference to the IRC may be required.

19.6 Grievance Procedure

- (a) A grievance is a personal concern about work or the work environment for which Employees seek hearing or resolution.
- (b) A grievance may, for example, relate to:
 - i allocation of work or development opportunities,
 - ii a perceived denial of an entitlement, or
 - iii suspected discrimination or harassment.
- (c) RMS' grievance resolution policy and guidelines, as amended by RMS from time to time, are to be followed when a grievance arises.
- (d) While the policy, guidelines and procedures are being followed, normal work is to continue.

19.7 Dispute relating to WHS issues

- (a) The RMS and SCSs are committed to the *Work Health and Safety Act 2011 (NSW)* and any other statutory requirements, at all times.
- (b) When a WHS risk is identified or a genuine safety factor is the source of a dispute:
 - i. SCSs have a duty to notify the RMS of the risk to the SCS Work Health and Safety Committee, and;
 - ii. allow the RMS a reasonable amount of time to respond.
 - iii. the RMS has a duty to address the issue identified; and
 - iv. report on the issue within a reasonable timeframe.
- (c) If a SCS notifies WorkCover without allowing the RMS a reasonable amount of time to respond to the issue, it is a breach of the legislative provisions.
- (d) The RMS respects the rights of all SCSs to refuse to continue working due to a genuine safety issue.
- (e) The Unions and SCSs acknowledge that the creation of an industrial dispute over a WHS matter that is not legitimate is a breach of the legislative provisions under section 268 of the *Work Health and Safety Act 2011 (NSW)*.

20. Union Contributions

- 20.1 Where SCSs authorise RMS in writing to deduct Union fees from their wage, RMS will where practical, make the deduction and forward it to the Unions.
- 20.2 SCSs elected as job representatives, who have notified and have been accepted by RMS as accredited representatives of the Union(s) shall be allowed sufficient time during working hours to interview the supervisor, manager and/or the staff members who they represent on matters affecting staff.

21. Secure Employment

21.1 Objective of this Clause

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

21.2 Casual Conversion

- (a) A casual Employee engaged by a particular Employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have their ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every Employer of such a casual Employee shall give the Employee notice in writing of the provisions of this sub-clause within four weeks of the Employee having attained such period of six months. However, the Employee retains their right of election under this subclause if the Employer fails to comply with this notice requirement.
- (c) Any casual Employee who has a right to elect under subclause 22.2(a), upon receiving notice under subclause 22.2(b) or after the expiry of the time for giving such notice, may give four

weeks' notice in writing to the Employer that they seek to elect to convert their ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the Employee, the Employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an Employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (d) Any casual Employee who does not, within four weeks of receiving written notice from the Employer, elect to convert their ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual Employee has elected to become and been converted to a full-time Employee or a part-time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- (f) If a casual Employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with subclause 22.2(c), the Employer and Employee shall, in accordance with this paragraph, and subject to subclause 22.2(c), discuss and agree upon:
 - i. whether the Employee will convert to full-time or part-time employment; and
 - ii. if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);
 - iii. 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 their 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 their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the Employer and the Employee.
- (g) Following an agreement being reached pursuant to paragraph (f), the Employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

21.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - i. A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another Employer for the purpose of such staff performing work or services for that other Employer.
 - ii. A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another Employer to provide a specified service or services or to produce a specific outcome or result for that other Employer which might otherwise have been carried out by that other Employer's own Employees.

- (b) Any Employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- i. consult with Employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
 - ii. provide Employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such Employees to perform their jobs safely;
 - iii. provide Employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own Employees; and
 - iv. ensure Employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 22.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* (NSW) or the *Workplace Injury Management and Workers Compensation Act 1998* (NSW).

21.4 Disputes Regarding the Application of this Clause

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

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

22. Code of Conduct and Ethics

22.1 RMS requires that all SCSs comply with the Code of Conduct and Ethics.

22.2 Where a disciplinary matter is alleged, suspected or known to have occurred, the SCS's manager is to take prompt action to:

- (a) Escalate the matter to senior management and/or the General Manager Human Resources as required Conduct a fact-finding investigation, if and as required.

22.3 Interviews will be conducted to:

- (a) Present facts or alleged facts that could lead to disciplinary action being taken against the SCS(s)
- (b) Offer an opportunity for the SCS(s) to respond to the allegations or facts; and
- (c) Gather sufficient facts to enable a decision on whether disciplinary action is appropriate

22.4 Disciplinary action may be initiated when SCSs are involved in matters including but not limited to:

- (a) corrupt conduct;
- (b) misconduct;
- (c) negligence, inefficiency or incompetence in the discharge of duties, or

- (d) wilfully disobeying or disregarding any lawful request or direction given in the course of employment by any person having the authority to do so.
- 22.5 RMS Discipline Policy and Discipline Guidelines, should be observed when disciplinary matters arise.
- 22.6 RMS may suspend SCSs from duty with or without pay during disciplinary or criminal actions, as provided for under section 70 of the *Government Sector Employment Act 2013* (NSW).
- 22.7 As a result of a disciplinary breach being proven against SCSs, RMS may choose to impose any one or more of the following sanctions:
- (a) a reprimand and warning;
 - (b) transfer;
 - (c) suspension from duty;
 - (d) termination of service.
- 22.8 If a disciplinary sanction is to be made against a SCS, details of this will be given in writing.
- 22.9 Except in the case of termination of services without notice, SCSs will be given seven calendar days to respond in writing to RMS regarding the sanction proposed or to provide any further relevant information.
- 22.10 Offers of resignation will not be accepted until approved by the Disciplinary Panel if SCSs are likely to be, or currently are the subject of disciplinary action, where the reason for the action is:
- (a) serious misconduct;
 - (b) misappropriation;
 - (c) fraud, or
 - (d) corrupt conduct.
- 22.11 RMS retains the right to refer a disciplinary matter to the relevant external body where RMS has reason to believe it is necessary. This may include but is not limited to:
- (a) the Police;
 - (b) the Independent Commission Against Corruption (ICAC);
 - (c) the Ombudsman;
 - (d) the Commission for Children and Young People
- 22.12 SCSs have the right to appeal any disciplinary action taken against you by RMS before the NSW Industrial Relations Commission.
- This clause:
- (a) does not remove RMS's right to summarily dismiss a SCS for gross misconduct or fraud, should the Chief Executive consider such action appropriate.
 - (b) must not be construed as requiring the taking of disciplinary proceedings in order that RMS may dispense with the services of an RMS officer or any other Employee of RMS.

23. Local Arrangements

- 23.1 Local arrangements may be negotiated between RMS and relevant Unions in relation to any matter contained in this Award.
- 23.2 All local arrangements negotiated between RMS and the relevant Unions must:
- (a) be approved in writing by RMS;
 - (b) be approved in writing by the Secretary of the relevant Unions; and
 - (c) be contained in a formal document including, but not limited to, an agreement made under section 68D of the *Transport Administration Act 1988* (NSW).
- 23.3 A local arrangement approved in accordance with this clause will override this Award to the extent of any inconsistency.

24. No Extra Claims

- 24.1 Other than as provided for in the *Industrial Relations Act 1996* (NSW) and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2023 by a party to this Award.

25. Rates of Pay

Category Refer to clause 7, Payment of Wages for the calculation of rates	2.5% Operative from the first full pay period on or after 1 July 2019 (\$/hr)	2.5% Operative from the first full pay period on or after 1 July 2020 (\$/hr)	2.04% Operative from the first full pay period on or after 1 July 2021 (\$/hr)	2.53% Operative from the first full pay period on or after 1 July 2022 (\$/hr)
Base Rate (N)	23.5969	24.1868	24.6802	25.3046
Permanent SCSs (P)	22.1221	22.6751	23.1377	23.7231
Additional hours/training(A)	25.5633	26.2024	26.7369	27.4133
Casual SCSs (C)	28.3163	29.0242	29.6162	30.3655

Printed by the authority of the Industrial Registrar.

ROADS AND MARITIME SERVICES (WAGES STAFF) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 5 May 2023.

E. ROBINSON, *Industrial Registrar*.

Schedule of Variations Incorporated

Award/Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9057	24/04/20	9 September 2019	387	967
C9307	24/09/21	1 July 2021	390	560
C9610	24/03/23	1 July 2022	393	1648

AWARD**Arrangement**

PART A - CORE CONDITIONS

SECTION 1 - APPLICATION AND OPERATION

Clause No.	Subject Matter
1.	Title
2.	Parties Bound
3.	Definitions
4.	Area, Incidence and Duration
5.	No Extra Claims
6.	Anti-Discrimination
7.	Work Health & Safety

SECTION 2 - TERMS OF EMPLOYMENT AND
RELATED MATTERS

8.	Employment Categories
9.	Apprentices and Trainees
10.	Employment Obligations
11.	Probationary Period
12.	Termination of Employment
13.	Secure Employment
14.	Local Arrangements

SECTION 3 - HOURS OF WORK, BREAKS, OVERTIME,
SHIFTWORK AND RELATED MATTERS

15.	Hours of Work
-----	---------------

16. Accrued Day Off
17. Meal Breaks
18. Tea Break
19. Shift Work
20. Overtime
21. Recall to Work

SECTION 4 - WAGES, ALLOWANCES AND RELATED MATTERS

22. Payment of Wages
23. Rates of Pay
24. Allowances
25. Higher Duties
26. On-call Allowance
27. Fares & Travel
28. Transport Provided by RMS
29. Distant Work
30. Clothing
31. Tools & Amenities

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS

32. General Provisions
33. Annual Leave
34. Long Service Leave (Extended Leave)
35. Sick Leave
36. Special Sick Leave
37. Maternity Leave
38. Adoption Leave
39. Parental Leave
40. Other matters relating to Maternity, Adoption and Parental Leave
- 40A. Domestic and Family Violence
41. Family and Community Service Leave
42. Study and Examination Leave
43. Military Leave
44. Special Leave
45. Public Holidays

SECTION 6 - COMMUNICATION AND CONSULTATION

46. Consultation
47. Grievance and Dispute Resolution
48. Disputes Relating to Work Health and Safety
49. Union Contributions
50. Union Representatives

SECTION 7 - CLAUSES OF SPECIFIC APPLICATION

51. Sydney Harbour Bridge Maintenance Employees
52. Traffic Signals Employees
53. Traffic Emergency Patrollers
54. Tow Truck Employees

PART B - PAY RATES AND ALLOWANCES

Table 1 - Rates of Pay, Non Trades (not applicable to Broken Hill Workshop Employees)

- Table 2 - Rates of Pay, Trades (not applicable to Broken Hill Workshop Employees)
Table 3 - Rates of Pay, Broken Hill Workshop Employees Only
Table 4 - Rates of Pay, Apprentices (not applicable to Broken Hill Workshop Employees)
Table 5 - Other Rates and Allowances (not applicable for Broken Hill Workshop Employees)

APPENDIX A - Workplace Reform

PART A - CORE CONDITIONS

SECTION 1 - APPLICATION AND OPERATION

1. Title

This award is known as the Roads and Maritime Services (Wages Staff) Award 2019 (the "Award").

2. Parties Bound

2.1 The parties bound by the Award are:

- (a) The Secretary of the Department of Transport as Head of the Transport Service ("RMS");
- (b) The Australian Workers' Union, New South Wales;
- (c) Construction, Forestry, Mining and Energy Union (Construction & General Division) NSW Divisional Branch;
- (d) Electrical Trades Union of Australia, New South Wales Branch;
- (e) Transport Workers' Union of Australia (New South Wales Branch);
- (f) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, NSW Branch;
- (g) New South Wales Plumbers and Gasfitters Employees Union;
- (h) Barrier Industrial Council;
- (i) Broken Hill Town Employees' Union.

2.2 Hereinafter, parties other than RMS and Employees of RMS are referred to collectively as "Unions."

3. Definitions

3.1 In this Award:

- (a) the following definitions apply unless otherwise specified:

"Adult Apprentice" means a person who commences an apprenticeship with RMS at age 21 years or older.

"Apprentice" means an Employee engaged under a recognised Apprenticeship.

"Alternative Arrangements": see clause 15.5.

"Casual Employee" means an Employee engaged and paid as such.

"Continuous Shift Work": see clause 19.4(c).

"Continuous Work Pattern": see clause 15.6.

"Broken Hill Workshop Employees" means those Employees employed in the Broken Hill Workshop whose classifications are outlined in Part B of this Award.

"Chief Executive" means the Chief Executive of the Roads and Maritime Services.

(Note: a reference to any action taken by the Chief Executive or the Employer under this Award is, where appropriate, taken to mean a reference to action taken by a delegate of the Chief Executive).

"Crib break" means a break, which is treated as time worked, where Employees remain available to carry out reasonably required duties.

"De facto Partner" has the meaning set out in the *Interpretation Act 1987* (NSW).

"Defined Servicing Role" means a Mechanical Tradesperson who is responsible for maintaining the service schedule and planning for fleet items in a designated area, liaising with customers, carrying out services at the workshop or in the field, ordering spare parts (such as filters and oils) and maintaining stocks for servicing.

"Dispute": see subclause 47.2.

"Distant Work": see clause 29.2.

"Employee" means a person engaged as a member of the Transport Service in the RMS Group in a classification set out in this Award.

"HDA" means Higher Duties Allowance (see clause 25).

"Industry allowance" refers to the requirement to work in the open on civil/mechanical engineering projects and subject to climatic conditions (i.e. dust blowing in the wind, drippings from newly poured concrete, sloppy and muddy conditions, lack of usual amenities associated with factory work (e.g. meal room, change rooms, lockers etc.).

"Inclement weather" means wet weather and/or abnormal climatic conditions including, but not limited to, hail, cold, high winds, severe dust storms, extreme high temperatures or any combination.

"Materials" (see subclause 28.7) refers to the following items that form part of, or provide substantial input to the scope of works of the relevant maintenance or construction project and require specific transport to the worksite on a particular workday or shift. i.e. the employee has been given a direction by RMS to transport, including towing, the following construction and maintenance inputs:

- cement, sand, bitumen or aggregate;
- structural steel, timber, dedicated road signage, bulk safety signage and road barriers, bulk quantities of fasteners, precast concrete and the like; and
- road rollers, graders, bulk tanker fuel, bulk emulsion and portable lighting towers.

(Note: The definition of materials does not extend to the following items which are tools of trade required by employees to undertake their daily work tasks. They are ancillary to the principal work tasks of maintenance and construction:

- power and battery operated tools
- quantities of spare personal protective equipment
- packs of spray paint

- odd bags of cement, sand or aggregate and fastener consumables such as nails screws and bolts that are generally "kitted" in an RMS vehicle.)

"Normal Work Cycle": see clause 15.2.

"Ordinary Shift Hours": see clause 19.4(a).

"Pay Day": see clause 22.3.

"Public Holiday": see clause 45.

"Recall" means a request to return to work to attend to an emergency or breakdown and includes a call-out and call-back.

"RMS Group" – means the group of staff designated by the Secretary of the Department of Transport in accordance with the *Transport Administration Act* 1988 as being part of the RMS Group who are not part of any other Group of Staff. A Memorandum of Understanding dated 31 July 2019 between the Secretary of the Department of Transport and the Secretary of Unions NSW applies to any proposed changes to an employee's designation as being part of the RMS Group throughout the life of this Award. In the event of any dispute about the MOU, clause 5, Disputes Settlement Procedure applies.

"Regulator": see the *Work Health and Safety Act* 2011 (NSW).

"SBU" means Single Bargaining Unit (see clause 46.5).

"Shift Loading": see subclause 19.5

"Shiftworker" means an Employee engaged and performing shift work.

"Substantive Rate of Pay" means the rate an Employee is paid on an hourly basis, paid according to the Employee's contract hours of work and the weekly wage for Employees classification.

"Trainee" means an Employee engaged by RMS under a recognised Traineeship.

"Transport. Service" Means the Transport Service of New South Wales Established by the *Transport Administration Act* 1988.

- (b) unless a contrary intention is expressed in this Award, a reference to a particular day (for example, a Saturday), shall be construed according to its ordinary meaning.

4. Area, Incidence and Duration

- 4.1 This Award shall apply to the Secretary of the Department of Transport as head of the Transport Service, the Unions and to Employees.
- 4.2 This Award shall commence from 1 July 2019, and shall have a nominal expiry date of 30 June 2022. This Award rescinds and replaces the Roads and Maritime Services (Wages Staff) Award 2017 published 9 February 2018 (382 I.G. 538).
- 4.3 Any specific provisions contained in section 7 of this Award shall take precedence to the extent of any inconsistency over the general provisions contained in sections 1 - 6 of this Award.

5. No Extra Claims

- 5.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages,

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

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

6. Anti-Discrimination

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

- 6.2 As such, it follows that in fulfilling the obligations under the dispute resolution procedure stated in this Award, all Parties (including Employees) have an obligation to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It is consistent with the fulfilment of these obligations for the parties to make an application to vary any provisions of this Award if they believe it is directly or indirectly discriminatory.

- 6.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because that Employee:

- (a) has made a complaint of unlawful discrimination or harassment, or
- (b) may make a complaint of unlawful discrimination or harassment, or
- (c) has been involved in a complaint of unlawful discrimination or harassment.

- 6.4 Nothing in this clause is to be used to:

- (a) promote any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) enforce the offering or provision of junior pay rates to people under 21;
- (c) promote any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) prevent any party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

NOTE:

1. RMS and staff may also be subject to Commonwealth anti-discrimination legislation.
2. Section 56(d) of the *Anti-Discrimination Act 1977*, states:

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

7. Work Health and Safety

- 7.1 In this clause:

- (a) a "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which

has as its business function, or one of its business functions, to supply staff employed or engaged by it to another Employer for the purpose of such staff performing work or services for that Employer;

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

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

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

7.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon labour hire business arising under relevant legislation.

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

SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS

8. Employment Categories

8.1 RMS will use direct permanent employment as the preferred and predominant staffing option for RMS. Employees may be engaged under any of the following employment categories:

- (a) full-time;
- (b) part-time;
- (c) limited duration;
- (d) casual;
- (e) apprenticeship/traineeship.

8.2 Full-time Employees are engaged on a weekly basis of 38 ordinary hours per week.

8.3 RMS may engage an Employee on a part-time basis in accordance with RMS policies and procedures. The following conditions shall apply in relation to part-time employment:

- (a) the ordinary hours of work shall be agreed and recorded in the letter of appointment, and may be varied at any time in writing by agreement;

- (b) wages and all relevant entitlements are on a pro-rata basis;
 - (c) Employees may work additional hours by agreement. Where additional hours are worked, the additional hours will be paid as follows:
 - (i) for work performed up to the normal daily working hours of full-time Employees performing similar duties, the relevant hourly rate plus a loading of 4/48ths in lieu of annual leave;
 - (ii) for work performed in excess of the normal working hours of full-time Employees performing similar duties, appropriate overtime rates.
 - (d) Employees shall not be directed or placed under duress to move from full-time to part-time work, or vice versa.
- 8.4 Employees may be engaged on a Limited Duration basis for:
- (a) a minimum period of three months and a maximum period generally not exceeding 12 months; or
 - (b) the duration of a project with anticipated starting and finishing dates.
- 8.5 If an Employee's limited duration employment exceeds 12 months, the unions reserve the right to raise the issue of "permanent employment status" for the Employee, unless the Employee is employed for a specific project.
- 8.6 Limited-duration Employees may be employed on a full-time or part-time basis and receive the pay rates and conditions of employment as such.
- 8.7 RMS may engage an Employee on a casual basis. Casual Employees are paid as follows:
- (a) for each hour worked, the appropriate hourly rate plus a 20% casual loading to compensate for all leave other than long service leave;
 - (b) for each hour worked in excess of the normal working hours of full-time Employees performing similar duties, the applicable overtime rate plus a casual loading of 20%;
 - (c) for a minimum of three hours per engagement; and
 - (d) all relevant allowances.
- 8.8 The following clauses of this Award do not apply to Casual Employees:
- (a) clause 11 - Probationary Period;
 - (b) clause 12 - Termination of Employment;
 - (c) clause 16 - Accrued Day Off;
 - (d) clause 21 - Recall to Work;
 - (e) clause 25 - Higher Duties;
 - (f) clause 26 - On-call Allowance;
 - (g) clause 33 - Annual Leave;
 - (h) clause 35 - Sick Leave;
 - (i) clause 36 - Special Sick Leave; and

- (j) clauses 42 to 45 (inclusive) - Study and Examination Leave, Military Leave, Special Leave and Public Holidays.

9. Apprentices and Trainees

9.1 In this clause:

- (a) "School Based Apprentice" means an Employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate;
- (b) "Deemed Training Hours" means 25 per cent of the actual hours worked by a School Based Apprentice on the job, and is calculated on a weekly basis. This is intended to approximate the time spent in off-the-job training for full-time students.

9.2 General

- (a) Where an Apprentice or Trainee loses time for any reason not considered satisfactory by RMS, RMS may deduct an amount proportionate to that amount of time from the Apprentice or Trainee's weekly wage.
- (b) A tool allowance is included in the Apprentice rates of pay.

9.3 Adult Apprentices

- (a) Adult Apprentices are paid the higher of the following rates:
 - (i) the rate applicable to 4th year apprentices for the duration of the apprenticeship; or
 - (ii) for Employees who were employed by RMS immediately before commencing the Adult Apprenticeship, that rate applicable to the substantive position held with RMS immediately prior to the commencement of the apprenticeship.

9.4 School based Apprentices

- (a) A School Based Apprentice is paid the relevant hourly rate:
 - (i) for each hour worked; and
 - (ii) for each Deemed Training Hour.

9.5 The wages paid for Deemed Training Hours may be averaged over the school term or year.

9.6 School Based Apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

9.7 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a School Based Apprentice undertaking the applicable apprenticeship.

9.8 An Apprentice who converts from a School Based Apprenticeship to a Full-Time Apprenticeship will have all their time spent as a Full Time Apprentice counted for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a School Based Apprentice.

9.9 Except as provided by this clause, School Based Apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

9.10 The terms and conditions of employment for Apprentices and Trainees shall be covered by this Award, however Civil Construction Trainees will continue to be paid in accordance with the Crown Employees

(Public Service Training Wage) Reviewed Award 2008 as varied from time to time. Apprentices will be paid in accordance with Part B, Table 4.

10. Employment Obligations

- 10.1 Employees must:
- (a) carry out duties that the Employee has the skills, competence and training to undertake and are safe to perform, and are within the classification structure of this Award;
 - (b) use the tools, plant and equipment for which the Employee has been trained;
 - (c) wear appropriate personal protective equipment.
- 10.2 Employees are not required to work in a manner that promotes de-skilling.
- 10.3 RMS may require an Employee to move from one work group to another to meet work requirements. Generally, these changes in location will be limited to work groups within 100km. If the movement involves a change in location over 100km, the Employee's agreement to the change will be sought and the Employee will be paid the appropriate entitlements as set out in clauses 27, 28 and 29. While performing these duties the Employee will maintain their existing classification under the Wages Classification Structure, except where the Employee is performing higher graded work under the provisions of clause 25 - Higher Duties.
- 10.4 An Employee may be stood down without pay during any period that the Employee cannot be usefully employed due to strikes, work stoppages or any other reason for which RMS cannot be held reasonably responsible, and where other reasonable alternative duties are not available. This clause does not apply to stoppages due to wet weather.
- 10.5 All truck drivers are required to perform duties other than driving, loading and unloading vehicles, where such duties are available. These duties must be consistent with the work the Employee currently performs.

11. Probationary Period

- 11.1 A probationary period of three months applies to all new Employees. During the probationary period, the Employee's employment may be terminated by either party giving one week's notice to the other party, or payment in lieu thereof. However, RMS can terminate during the probationary period without notice if the Employee has engaged in serious misconduct.
- 11.2 Prior to the conclusion of the probationary period, the Employer may either:
- (a) confirm appointment;
 - (b) extend the probationary period once up to a maximum of 3 months; or
 - (c) annul the probationary appointment.

12. Termination of Employment

- 12.1 After the probationary period referred to in clause 11, an Employee can be terminated at any time as follows:
- (a) by the Employee giving one week's notice or the forfeiture of one week's pay, or
 - (b) by the Employer giving the required period of notice as set out in subclause 12.2, or
 - (c) without notice for misconduct.

12.2 Unless termination occurs for misconduct, the required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) week's notice.

- 12.3 If an Employee is on a week's notice and during that time are absent from work without permission, it will be considered that the Employee has abandoned their employment.
- 12.4 If an Employee's employment is terminated, except for misconduct, the Employee is paid all wages/leave entitlements due to them at the time of termination.
- 12.5 If an Employee's employment is terminated for misconduct or the Employee resigns, the Employee is paid all wages/leave due to them within one week after termination or after RMS is notified of the Employee's resignation.
- 12.6 If RMS terminates an Employee's services for reasons other than misconduct or incompetence, the Employee is paid one day's ordinary wages for each Public Holiday occurring within 10 calendar days after the Employee's termination date.
- 12.7 If more than two Public Holidays occur within a seven day period, they are regarded as a group of holidays. If the first day of the group occurs within 10 consecutive calendar days after the termination date, the whole group is considered to occur within the 10 consecutive days. For example, Christmas Day, Boxing Day and New Year's Day are regarded as a group.
- 12.8 If an Employee is terminated "without notice" the Employee is paid wages up to the time of termination only.

13. Secure Employment

- 13.1 The objective of this clause is for the Employer to take all reasonable steps to provide its Employees with secure employment by maximising the number of permanent positions in the Employer's workforce, in particular by ensuring that casual Employees have an opportunity to elect to become full-time or part-time Employees.
- 13.2 A casual Employee engaged by a particular Employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of twelve months shall thereafter have the right to request to have his or her casual employment converted to permanent full-time employment or part-time employment.
- 13.3 Every Employer of such a casual Employee shall give the casual Employee notice in writing of the provisions of this subclause within four weeks of the casual Employee having attained such period of twelve months. However, the casual Employee retains his or her right of request under this subclause if the Employer fails to comply with this notice requirement.
- 13.4 Any casual Employee who has a right to request under this clause, upon receiving notice from the Employer under this clause or after the expiry of the time of giving such notice, may give four weeks' notice in writing to the Employer that he or she seeks to request to convert his or her casual employment to full-time or part-time employment, and within four weeks of receiving such notice from the Employer, the Employer shall consent to or refuse the request, but shall not unreasonably so refuse. Where an Employer refuses a request to convert, the reasons for doing so shall be fully stated and discussed with the Employee concerned, and a genuine attempt shall be made to reach an agreement. Any dispute about a refusal of a request to convert casual employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- 13.5 Any casual Employee who does not, within four weeks of receiving written notice from the Employer, request to convert his or her casual employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 13.6 Once a casual Employee has requested to become and been converted to a full-time Employee or a part-time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- 13.7 If a casual Employee has requested to have his or her casual employment converted to full-time or part-time employment in accordance with this clause, the Employer and Employee shall, in accordance with this paragraph, and subject to subclause 13.4, discuss and agree upon:
- (a) whether the Employee will convert to full-time or part-time employment; and
 - (b) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW).
- 13.8 An Employee who has worked on a full-time basis throughout the period of casual employment has the right to request 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 request to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and time of work as previously worked.
- 13.9 Following an agreement being reached pursuant to this clause, the casual Employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 13.10 An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

14. Local Arrangements

- 14.1 Local arrangements may be negotiated between RMS and relevant Unions in relation to any matter contained in this Award.
- 14.2 All local arrangements negotiated between RMS and the relevant Unions must:
- (a) be approved in writing by RMS;
 - (b) be approved in writing by the Secretary of the relevant Unions; and
 - (c) be contained in a formal document including, but not limited to, an agreement made under section 68D of the *Transport Administration Act 1988* (NSW).
- 14.3 A local arrangement approved in accordance with this clause will override this Award to the extent of any inconsistency.

SECTION 3 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

15. Hours of Work

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 15 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 15.1 An Employee's contract of employment is based on 38 ordinary hours worked each week.
- 15.2 A normal working cycle consists of 76 hours during a 10 day fortnight and:
- (a) is 9 working days within a 10 day, two week period,
 - (b) is 8 hours 27 minutes worked each day between 6.00am and 6.00pm. However, an Employee(s)'s normal commencement time may be altered by agreement between the local manager and the majority of staff to allow the Employee(s) to commence their ordinary hours of work at 5.00am. The reason for such change may include, wanting to leave work early on a day before a gazetted public or local public holiday or if it is anticipated the day in question may be an extremely hot day.
 - (c) during this cycle 0.88 of one hour (53 minutes) of each day worked is accrued. This entitles an Employee to one day off in each two week cycle, known as an "Accrued Day Off (ADO)". Wages for accrued time are paid in the period during which it was accrued.
- 15.3 Subclause 15.2 does not apply to Sydney Harbour Bridge maintenance staff (see subclauses 51.3 to 51.5 for the working hours of this group).
- 15.4 An Employee or their work group may be required by local management to change starting/finishing times and the time/hours an Employee works for the following reasons:
- (a) geography, climate or traffic conditions,
 - (b) specific works, changes to hours, days or periods of the year (whole/part of a depot/individual, or
 - (c) greater flexibility.
 - (d) the Employee(s) will be given one (1) week's notice of the change.
- 15.5 Alternative Arrangements
- (a) alternatives to the normal work cycle include a:
 - (i) 19 working days within a 20 day, four week period,
 - (ii) 4 day week; or
 - (iii) any alternative work arrangement approved by management and endorsed by the Regional Consultative Group prior to implementation.
 - (b) Changes to work cycle:
 - (i) If following the working of a particular work cycle for 12 months or more, RMS proposes to implement an alternative to the normal work cycle as set out in subclause 15.5(a)(i) or (ii) or return to the normal work cycle set out in subclause 15.2, RMS will engage in a consultation process in accordance with clause 46 (Consultation).
 - (ii) In addition to any obligation on the parties to consult as set out in clause 46 (Consultation), RMS will provide information to the affected Employees on the need for the change and the rationale for the proposed change based on business needs.
 - (iii) At any stage in the consultation process, either party may raise the issue as a grievance or a dispute in accordance with clause 47 (Grievance and Dispute Resolution).
 - (iv) During this period of consultation regarding a proposed change in work cycle, or in the event a party notifies the other of a dispute concerning the proposed change, the status quo will remain unless recommended or ordered otherwise by the New South Wales Industrial

Relations Commission (NSWIRC). For this purpose "status quo" means the work cycle in place immediately prior to the proposed change.

- (v) Subclause 15.5(b) will not apply in circumstances where changes to a work cycle are required for a short term to respond to a fire, flood, storm or other emergency situation.
- (c) If an Employee's working time/hours are varied consistent with subclause 15.5, the Employee cannot work more than:
 - (i) 10 hours each day between 6.00am and 6.00pm;
 - (ii) 80 ordinary hours each fortnight.

15.6 Continuous work patterns:

- (a) Where local management and the majority of Employees agree, the ordinary hours of work may be varied to include work on Saturdays and Sundays within the average of 38 hours per week.
- (b) If work time/hours are varied consistent with this subclause, Employees are:
 - (i) paid 50% more than the Employee's ordinary rate for the first two hours and 100% more than the Employee's ordinary time rate thereafter for work on Saturdays that forms part of the 38 hours per week average.
 - (ii) paid 100% more than the Employee's ordinary time rate for all work on Sundays that forms part of the 38 hours per week average.
 - (iii) not required to work on more than 10 consecutive days, and
 - (iv) rostered off for at least four consecutive days within the two week cycle. Employees are not paid for these days.

16. Accrued Day Off

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 16 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 16.1 If an Employee works a 19 day cycle under an alternative arrangement pursuant to subclause 15.5, they will receive one day off in each 20 day, four week cycle.
- 16.2 If an Employee works a 4 day week they will receive two additional days off (making a total of four) in each 20 day, four week cycle.
- 16.3 For accrual purposes:
 - (a) each day of paid leave an Employee takes pursuant to subclause 15.2 (normal working cycle) or subclause 15.5 (Alternative Arrangements), is counted as a working day.
 - (b) any public holidays occurring pursuant to subclause 15.2 (normal working cycle) or subclause 15.5 (flexible arrangements), is counted as 8 hours 27 minutes.
- 16.4 By 30 September, RMS and the unions develop an ADO calendar for the following year. In doing so, they ensure that:
 - (a) ADOs fall together with public holidays, where appropriate;
 - (b) attention is given to the dates on which ADOs are observed by the Building and Construction Industry.

- 16.5 Once the new ADO calendar is established it may be changed if local management and the majority of staff (whole/part of a depot/individual) agree. Consideration is given to changing the calendar so that ADOs are observed on days where road traffic is likely to significantly reduce productivity (e.g. the last day of the school term or local events such as the Bathurst car races).
- 16.6 It is essential that local management and Employees designate additional days off where flexible arrangements are implemented to best meet the anticipated needs of RMS and to be equitable to Employees. Any additional days off should be incorporated into the ADO calendar.
- 16.7 Local management, in consultation with Employees, may require an Employee(s) to carry out work on a programmed ADO, either indefinitely or for a prescribed length of time. If you work on a programmed ADO the Employee shall:
- (a) be given at least one (1) week's notice of the change;
 - (b) be given a copy of the program of alternative ADOs;
 - (c) not be paid penalty payments for this work, and
 - (d) be permitted to take an alternative working day off as your ADO (Note: this day is unpaid).
- 16.8 RMS may require an Employee to occasionally work on an ADO if the ADO:
- (a) stops others from carrying out their work.
 - (b) results in other Employees having to complete maintenance tasks outside normal working hours.
 - (c) delays a project.
- 16.9 If an Employee is required to work on their ADO without the notice period outlined in subclause 16.7(a), the Employee shall:
- (a) be paid at the Saturday overtime rates.
 - (b) permitted another day off, where practical, before the end of the next work cycle. The Employee is not paid for this day.
- 16.10 Employee(s) may accrue a maximum of 5 ADOs providing there is agreement between:
- (a) RMS and the unions on a statewide basis, or
 - (b) local management and a majority of Employees (whole/part of a depot/individual).
- 16.11 For Employees on an averaged work pattern, accrued days off will be taken according to the agreed roster.

17. Meal Breaks

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 17 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 17.1 This clause does not apply to Shiftworkers. Crib entitlements for shift workers are set out under the shift work provisions of this Award.
- 17.2 The following provisions apply to Employees, other than Broken Hill Workshop Employees:

- (a) Employees shall receive an unpaid 30 minute meal break each day, to be taken between 11:30 am and 1:30 pm. The duration of the meal break may be extended up to a maximum duration of one hour by agreement.
- (b) RMS may delay a scheduled meal break by up to 1.5 hours to finish essential work without the payment of overtime or additional rates. Where an Employee, other than a Broken Hill Workshop Employee, continues to work beyond 1.5 hours after the scheduled meal break, the Employee shall receive payment at overtime rates until a meal break is taken.
- (c) Generally, an Employee should not be required to work for more than 5 hours without a meal break. However, an exception applies if you work on roads where clearway arrangements apply. In such cases, local management and staff should discuss the daily meal break with a view to maximising working time during non clearway hours.

17.3 Broken Hill Workshop Employees are entitled to a 30 minute paid meal break.

18. Tea Break

18.1 This clause does not apply to Sydney Harbour Bridge maintenance workers.

18.2 Employees shall receive a paid 20 minute morning tea break, as agreed with RMS. This break should not necessarily cause work stoppage.

19. Shift Work

19.1 This clause outlines the conditions for shift work. It does not apply to:

- (a) Traffic Signals Technicians Assistant.
- (b) Traffic Emergency Patroller.
- (c) Sydney Harbour Bridge Tow Truck Team Leader, Driver or Attendant.

The conditions for shift work applicable to these roles are detailed in section 7.

19.2 Shift work is worked between:

- (a) Sunday to Thursday inclusive, or
- (b) Monday to Friday inclusive.

19.3 Arrangements for working shifts are by agreement between local management and the majority of staff, provided that the choice of shift patterns does not prevent RMS from applying the shift work provisions to complete the work required.

19.4 For the purpose of this clause only:

- (a) "Ordinary shift hours" means 152 ordinary hours worked in a four week work cycle (includes any Alternative or Flexible Arrangements). In accordance with subclause 15.5(c), ordinary shift hours cannot be longer than ten hours.
- (b) 'Flexible arrangements'. These arrangements must be agreed at a local level. Examples include:
 - (i) 19 working days of eight hours within a 20 day, four week cycle,
 - (ii) a nine day fortnight, or
 - (iii) a four day week.

- (c) "Continuous shift work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of at least six consecutive days without interruption, except during breakdowns, meal breaks or due to unavoidable causes beyond the control of RMS.
- (d) "Early morning shift" means any shift commencing at or after 4:00am and before 6:00am.
- (e) "Afternoon shift" means any shift commencing at or after 1:00pm and before 6:00pm.
- (f) "Night shift" means any shift commencing at or after 6:00pm and at or before 4:00am.

19.5 The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:

Shift	Loading
Early morning	12.5%
Afternoon	25%
Night	50%

19.6 For Employees whose normal shift is worked between:

- (a) Monday and Friday, the Friday shift starts before and finishes after midnight Friday.
- (b) Sunday and Thursday, the Sunday shift starts before midnight Sunday.

19.7 Employees who work on a Saturday, Sunday or Public Holiday shall be paid at overtime rates, provided that:

- (a) Friday shifts referred to in subclause 19.6 are paid at ordinary shift rates.
- (b) Sunday shifts referred to in subclause 19.6 are paid at ordinary shift rates after midnight Sunday.

19.8 Employees who work in excess of the agreed ordinary shift hours on Sunday to Thursday or Monday to Friday (excluding public holidays) shall be paid double-time.

19.9 Employees required to work shift work shall be given at least 48 hours notice. If an Employee's shift hours are changed, they shall be notified by the finishing time of their previous shift.

19.10 An Employee cannot work more than one ordinary shift on any one day (e.g. a day shift and a night shift). If an Employee is required to work a second shift on a given day, the second shift is paid at overtime rates.

19.11 If an Employee works a shift of less than five consecutive working days and it is:

- (a) due to the Employee's actions, they shall be paid normal shift rates.
- (b) not due to the Employee's actions, they shall be paid overtime rates.

19.12 ADOs and Public Holidays (including the picnic day) are counted as single days worked and form part of the calculation towards the completion of five consecutive days worked for the purpose of subclause 19.11.

19.13 Employees, other than Broken Hill Workshop Employees (in which case subclause 17.3 applies) shall receive a paid 30 minute crib break for each shift worked. Generally, the crib break must commence within five hours from the start of the shift and may be taken over several periods of time totalling 30 minutes.

19.14 If an Employee does not work a complete four week cycle, the Employee shall receive pro-rata accrued entitlements for each shift (or part shift) worked.

20. Overtime

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 20 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

20.1 Employees may be required to work a reasonable amount of overtime at overtime rates in addition to the Employee's ordinary hours of work. For the purposes of this clause, what is reasonable or otherwise is determined with regard to:

- (a) any risk to health and safety;
- (b) the Employee's personal circumstances, including family and carer responsibilities;
- (c) the needs of RMS;
- (d) the notice (if any) given by RMS of the requirement to work overtime and the notice (if any) given by the Employee of the intention to refuse to work overtime; and
- (e) any other relevant matters.

20.2 An Employee may refuse to work overtime in circumstances where the overtime would result in unreasonable working hours.

20.3 Unless otherwise specified in this clause, for Employees other than Broken Hill Workshop Employees:

- (a) overtime is paid at the rate of time and one half for the first two hours and double time thereafter.
- (b) If an Employee works outside ordinary hours the Employee is paid overtime at the following rates:

Description	Pay rate
First two hours	Time-and-a-half
After the first two hours	Double-time
All work after 12 noon Saturday	Double-time
All work on Sunday	Double-time
All work on a Public Holiday	Double-time-and-a-half
Regular overtime that normally commences after 12 noon on Saturday	Time-and-a-half for the first two hours, then double-time

20.4 Overtime worked by Broken Hill Workshop Employees:

- (a) before or after ordinary hours of work and on Saturday and Sunday will be paid at the rate of double time.

20.5 Overtime worked by shift-workers is paid at the rate of double-time, unless the overtime is worked on a public holiday, in which case it is paid at double time and one half. Overtime for shift-workers is calculated on the ordinary rate of pay exclusive of loadings, penalties and allowances.

20.6 For the purposes of calculating the overtime rate, each day shall stand alone. If overtime is worked before or after a shift and continues for an unbroken period during which ordinary time is worked, overtime is calculated by reference to the total hours worked.

20.7 10 Hour Break

- (a) Subject to subclauses 20.7(c), (e) and (f), an Employee who has worked overtime and has not had 10 consecutive hours off duty after finishing the Employee's last shift, must have 10 consecutive hours off duty prior to recommencing work after the end of the first sentence insert a new

sentence as follows. Prior to commencement of ordinary hours following the overtime worked, managers must refer to the Fatigue Management Policy.

- (b) If an Employee works overtime on a Saturday, Sunday or Public Holiday, and these days are not the Employee's ordinary working days off or ADO, and the Employee has not had 10 consecutive hours off duty within the 24 hour period before starting their next shift, the Employee must have 10 consecutive hours off duty after finishing overtime.
 - (c) If an Employee is instructed to resume or continue work without having the required 10 consecutive hours off duty, the Employee shall receive payment at the rate of double-time until the end of duty. The Employee will be entitled to be absent until 10 consecutive hours off duty have been taken.
 - (d) If the 10 hours off duty occurs during the Employee's ordinary hours, RMS will not deduct any amounts from the Employee's pay.
 - (e) Subclauses 20.7(c)-(d) do not apply to an Employee who has been recalled to work whilst on Standby and the period of time actually worked is less than 4 hours.
 - (f) In the case of shift workers, a reference to 10 hours in this clause is taken to be 8 hours if:
 - (i) the overtime is worked for the purpose of changing shift rosters;
 - (ii) the Employee is required to replace other shift workers who do not report for duty; or
 - (iii) the overtime is worked by arrangement between the Employee and other Employees.
- 20.8 Employees, other than Broken Hill Workshop Employees, required to work overtime on a Saturday, Sunday or Public Holiday shall receive a minimum of four hours pay at the appropriate rate.
- 20.9 Except in emergencies, an Employee must not work more than half an hour of overtime if the Employee is completing holes for firing and before firing if the Employee is excavating sandstone or working underground.
- 20.10 An Employee who is required to work two or more hours of overtime after their normal finishing time shall receive a 30 minute crib break without loss of pay after the first two hours, and a further paid 30 minute break after each additional four hours of overtime worked after the initial two hours. To qualify for this entitlement, work must continue after the crib break.
- 20.11 An Employee who works overtime on a Saturday, Sunday or Public Holiday shall receive a crib break of 30 minutes without loss of pay if work continues after 12 noon.
- 20.12 Despite any other provision in this Award, an Employee and the Employee's manager/supervisor may agree to a meal or crib break being taken at any time (including at the end of the period of overtime) subject to any relevant Work Health and Safety guidelines.
- 20.13 An Employee, other than a Broken Hill Workshop Employee, who is required to work more than 1.5 hours after the Employee's normal finishing time, shall be provided with either:
- (a) a meal; or
 - (b) a meal allowance to the amount set out in Part B.
- 20.14 A further meal or meal allowance shall be provided to Employees, other than Broken Hill Workshop Employees, after each additional 4 hours of continuous overtime following the initial 1.5 hours.

Note: Employees who receive an accommodation allowance that includes a payment for an evening meal are not entitled to payment under subclauses 20.13 to 20.14.

21. Recall to Work

- 21.1 If an Employee is recalled to work after leaving their job the Employee is paid a minimum of four hours at overtime rates.
- 21.2 Subsequent call out or call backs occurring within the four hour period of a call out or call back do not attract additional payments.
- 21.3 If an Employee's call out or call back duties continue into what would be the Employee's ordinary working hours the Employee's entitlement is calculated as follows:
- (a) Overtime rates continue until the minimum four hours have elapsed.
 - (b) Payment of the Employee's ordinary hours rate commences when the minimum four hours have elapsed.
- 21.4 If any portion of an Employee's call out or call back period continues into the Employee's ordinary hours, those hours after the Employee's ordinary starting time are considered part of the Employee's ordinary work hours.
- 21.5 Nothing in this clause should be interpreted in a manner that gives rise to a claim:
- (a) for the payment of ordinary hours in addition to any payment for call out, nor
 - (b) that an Employee has failed to meet their contract hours.
- 21.6 Payment for a call out or call back is calculated from the time that an Employee departs for work. Payment ceases when the Employee arrives at their residence or accommodation after returning directly from the call out or call back. Payment is made on the basis of a direct return to the Employee's home or accommodation.

SECTION 4- WAGES, ALLOWANCES AND RELATED MATTERS

22. Payment of Wages

- 22.1 Wages are paid fortnightly by electronic funds transfer into the Employee's nominated bank account. Wages for accrued time are paid in the period during which it was accrued.
- 22.2 Each Employee will receive a pay advice with the following details:
- (a) gross amount and particulars of wages and allowances.
 - (b) amount and particulars of deductions.
 - (c) classification.
 - (d) date on which payment is made.
 - (e) period of employment to which the payment relates.
 - (f) amount and type of deductions.
- 22.3 One day of each pay period shall be recognised as the Pay Day. The pay period closes not more than three working days before the Pay Day. An Employee who is not paid on or before the Pay Day is paid at ordinary rates for all working time the Employee is kept waiting.
- 22.4 For the purposes of Employees who arrive to work late or leave early, and for the calculation of overtime, working time is calculated to the nearest 0.1 hours (i.e. 6 minutes).

23. Rates of Pay

- 23.1 The rates of pay in this Award are set out in Table 1, Part B, of this Award. The pay rates outlined in Table, Part B, incorporate the following wage increases:
- (a) 2.53% from the first full pay period to commence on or after 1 July 2022.
- 23.2 The pay rates in this Award are based on the "RMS Wages Classification Structure."
- 23.3 Unless otherwise provided for in this Award, the pay rates in this Award include compensation for all disabilities associated with the performance of the work, and all allowances previously rolled-up including, but not limited to, industry allowance, special loading, leading hand allowance, tool allowance, follow-the-job loading, annual leave loading, inclement weather allowance, tradespersons allowance, dirty/hot, confined or awkward working conditions and 50 cents per week for holding a drivers licence (whether or not the Employee is required to drive plant items or motor vehicles).

24. Allowances

- 24.1 Operative dates and future increases in other rates and allowances
- (a) Relevant work related allowances e.g. Sydney Harbour Bridge Allowances, have increased by 2.53% per cent effective from the first full pay period on or after 1 July 2022.
 - (b) Relevant expense related allowances e.g. overtime meal allowance, shall increase in line with movements of the same allowances and from the same operative dates as those contained in the Crown Employees (Skilled Trades) Award.
- 24.2 General
- (a) The allowances described in this section do not form part of an Employee's ordinary wage and are not paid for all purposes of this Award.
 - (b) If more than one of the allowances provides payment for disabilities of substantially the same nature, only the highest rate is paid.
 - (c) Allowances are paid irrespective of the time at which the work is performed and are not subject to any premium or penalty conditions.
- 24.3 Asphalt plant repairs allowance
- (a) If an Employee is a tradesperson, the Employee is paid an additional hourly amount or part of an hour, as stated in Table 2, "Other Rates and Allowances," in Part B of this Award for repairs, maintenance or alterations to the following designated areas:
 - (i) dryer drum
 - (ii) hot elevator
 - (iii) single chute (Bellambi)
 - (iv) screens
 - (v) weighing hopper
 - (vi) pug mill
 - (vii) scrubbing bins, jets and scrubbing pits (Bellambi)
 - (viii) cyclone

- (ix) hot bitumen kettle (Bellambi)

24.4 First aid allowance

- (a) An Employee who is appointed by RMS as a First Aid Attendant in accordance with its policies shall receive an additional amount per day, as set out in Part B.
- (b) A First Aid Attendant is required to maintain relevant qualifications and training in accordance with RMS policy.

24.5 Lead paint removal allowance

Employees required to work on structures that are primed with lead-based paint receive an hourly amount, as prescribed in Part B, only for the period of time that the Employee is:

- (a) fully compliant with WHS management plans and safe systems of work; and
- (b) performing any one or more of the following tasks:
 - (i) abrading by hand or mechanical means;
 - (ii) dry or wet blasting inside containment;
 - (iii) grit recovery inside containment;
 - (iv) bagging and packaging lead contaminated waste;
 - (v) cleaning filters and/or performing internal maintenance on dust extractors;
 - (vi) setting up, operating and decommissioning the grit blaster (when using recycled materials), dust extractor and grit recovery unit;
 - (vii) erecting previously used containment sheeting;
 - (viii) removing and disposing of containment sheeting;
 - (ix) flame cutting or welding on the structure;
 - (x) decontaminating and removing materials and equipment from within the confines of the containment; or
 - (xi) bagging and un-bagging of lead contaminated personal protection equipment.

24.6 Asbestos Materials Allowance

Employees required to use materials containing asbestos or to work with others using asbestos are provided with the necessary safeguards as required by the appropriate work health and safety authority, and Employees must use all supplied safeguards. In such cases, if the safeguards make the wearing of protective equipment mandatory, such Employees shall receive an hourly amount, as prescribed in Part B.

24.7 Asbestos Eradication Allowance

- (a) In this clause, "Asbestos Eradication" means working in a building or its surrounds to remove or neutralise any materials that contain asbestos.
- (b) Where Employees are engaged in Asbestos Eradication:

- (i) all work must be conducted in accordance with all relevant WHS legislation and requirements; and
- (ii) such Employees shall receive an hourly amount as prescribed in Part B.

24.8 Long/wide load allowance

Truck Drivers required to drive a loaded truck or articulated vehicle (excluding vehicles included in the definition of Truck Driver (Road Train)) which together with its load exceeds the specifications below, shall receive the appropriate hourly amount with a minimum daily amount as prescribed in Part B:

- (a) 2.90m wide or 18.29m long or 4.30m high (measured from the ground level); or
- (b) 3.36m wide or 21.34m long or 4.58m high (measured from the ground level).

24.9 Mechanical trades allowances

- (a) Mechanical Tradespersons instructed to work alone from a designated remote location, shall receive an allowance equivalent to 5% of the wage rate for a Mechanical Tradesperson, Grade 1 for the period the Employee is required to work from that location.
- (b) Employees who are instructed to carry out the Defined Servicing Role (refer clause 3 - Definitions) shall receive an allowance equivalent to 2.5% of the wage rate for a Mechanical Tradesperson, Grade 3 for the period the Employee is required to carry out that role.

24.10 Sydney Harbour Bridge Allowance

Sydney Harbour Bridge Maintenance Employees who are directed to work on the steel (including apprentices) receive an additional amount per week, as set out in Part B. This compensates for any disabilities arising from the nature of the bridge structure and its environs and is paid for all purposes of this Award.

25. Higher Duties

- 25.1 Subject to the provisions contained in this subclause, Employees are entitled to the payment of higher duties when they are directed to perform the duties of a position graded higher than theirs.
- 25.2 The Higher Duties Allowance (HDA) is payable for a minimum period of one day.
- 25.3 To be eligible for HDA, an Employee must satisfactorily perform the major functions of the position. The Employee is not eligible for the HDA payment if they are learning the critical aspects of the higher graded position.
- 25.4 The Employee's manager or supervisor must approve the period of higher duties prior to the Employee commencing in the higher graded position. Prior approval is also required before any period of acting in higher duties is to be extended.
- 25.5 HDA is not applicable to positions that are multi-graded (e.g. HDA is not applicable if you are a Roadworker Grade 2 working as a Roadworker Grade 3).
- 25.6 Higher Duties Allowance (HDA) is only payable when:
 - (a) the Employee fills an existing position during casual absences of the incumbent, including absences due to leave;
 - (b) approval is given to create and place the Employee in a temporary position that is intended to exist for a limited-duration (for example, for specific projects);

- (c) the Employee is directed to perform certain functions for the purposes of maintaining accreditation; or
 - (d) the Employee is directed to perform the duties of the higher graded position while on call-out or overtime because the regular person is unavailable. In such cases, HDA is paid at an hourly rate only for the period of the overtime or call-out.
- 25.7 If the required period of relief in a higher graded position is for six months or more, expressions of interest must be sought from the local work area.
- 25.8 If the higher duties position is a salaried position, the HDA is paid in accordance with RMS Policy.

26. On-Call Allowance

- 26.1 This clause does not apply to Broken Hill Workshop Employees.
- 26.2 You may be directed by RMS to be on-call for duty outside ordinary hours in order to attend emergencies or breakdowns. If you are on-call, you are not required to remain at home but you must be contactable and you must respond within a reasonable time.
- 26.3 If you are on call and are recalled to work you are paid a minimum of 4 hours at overtime rates. In such cases, if the time actually worked is less than 4 hours, that time worked does not affect your 10 hour break requirements, as stated in subclause 20.7 (a) and (f).
- 26.4 If you are on call, you are paid a daily allowance equivalent to two hours pay at single rates for your ordinary classification for each night worked, Monday to Thursday inclusive (apart from public holidays).
- 26.5 If you are on call you are paid a daily allowance equivalent to eight hours pay at single-time for your ordinary classification for the following:
- (i) Friday evening/Saturday;
 - (ii) Sundays/Monday mornings;
 - (iii) your ADOs, and
 - (iv) Public Holidays.
- 26.6 Where on call provisions apply, if you are available you are allocated work according to a roster or some other arrangement agreed by the majority of staff.
- 26.7 An Employee who is directed to remain on standby at home, work or elsewhere in readiness to work overtime for the purposes of snow clearing (Cooma), shall receive payment at the hourly rate for the period of time that the Employee is directed to remain on standby, and is not entitled to the payment of any on-call allowance in respect of that period.

27. Fares & Travel

- 27.1 General
- (a) This clause does not apply to:
 - (i) Employees attached to the Sydney Harbour Bridge maintenance office (refer to subclause 51.9);
 - (ii) Traffic Signals Technicians Assistants;

- (iii) Employees who are provided with a work vehicle to travel between the Employee's place of residence⁰ and the worksite or depot; and
- (iv) Broken Hill Workshop Employees.
- (b) Where an Employee chooses to move their place of residence and this involves an increased cost to RMS, RMS reserves the right to base the Employee's fares/travel allowance on the distance travelled from the previous original residence. Should an Employee disagree with a decision made by RMS, the Employee may choose to have the matter progressed as a grievance under clause 47 Grievance and Dispute Resolution.

27.2 Fares

- (a) Subclause 27.2 applies to Employees who can establish a fare by a recognised public transport route from their residence to their workplace or established pick-up point.
- (b) Employees who travel to and from work by public transport are reimbursed all fares actually and necessarily incurred, in excess of the amount per week or the amount per day, as prescribed in Part B, Table 2 "Other Rates and Allowances" of this Award.
- (c) Where an Employee is provided with (or is offered by RMS) accommodation or equivalent, and instead of utilising the accommodation provided the Employee elects to travel from another location, the excess fares described in the above subclause are not paid.
- (d) Where an Employee spends more than 10 minutes travelling each way between the nearest stopping place of any public transport service and the Employee's work, the Employee shall receive payment for that time at the ordinary rate. Walking time is calculated at a rate of 1 km every 12 minutes.
- (e) Employees who elect to travel by their own transport (or where public transport is unavailable/impracticable) shall receive the fare equivalent of public transport only.
- (f) Employees must provide sufficient information in the form designated by RMS to verify the entitlement to the payment of fares:
 - (i) upon the commencement of employment;
 - (ii) when fare or address details change; and
 - (iii) when directed to do so by RMS from time to time.
- (g) Additionally, Employees must indicate in each pay period on the timesheet whether fares are claimed for all or part of that period ("Fare Claim").
- (h) Employees who fail to make a valid Fare Claim within 14 days of the date the expense was incurred (or deemed to have been incurred), or who fail to verify their entitlement to fares within 14 days from being required to do so pursuant to this clause, shall not be entitled to any payment under this clause in respect of those periods.

27.3 Travelling Allowance

- (a) The allowance provisions provided by this subclause do not apply where payment is made in accordance with subclause 27.2, Fares.
- (b) If accommodation is not provided, public transport is not available and RMS does not provide transport, the Employee is paid an amount per day, as set out in Table 2, "Other Rates and Allowances", in Part B, of this Award, for the appropriate distance the Employee must travel, as follows:

- (i) 3, but not more than 10km
 - (ii) More than 10km but not more than 20km
 - (iii) More than 20km but not more than 30km
 - (iv) More than 30km but not more than 40km
 - (v) More than 40km but not more than 50km
 - (vi) More than 50km but not more than 60km
 - (vii) More than 60km but not more than 70km
 - (viii) More than 70km but not more than 80km
 - (ix) More than 80km but not more than 90km
 - (x) More than 90km but not more than 100km
- (c) If an Employee is directed to report to the worksite, amenities are provided in accordance with the relevant SafeWork NSW Managing the Work Environment and Facilities Code of Practice.
- (d) If an Employee's work or established reporting place is more than 100km from the Employee's residence, RMS provides accommodation, as per subclause 29.5 or suitable transport.
- (e) If RMS provides accommodation and the Employee chooses to travel to and from the Employee's residence each day, RMS does not pay a travelling allowance in excess of the 100km rate.

28. Transport Provided by RMS

- 28.1 This clause does not apply to Broken Hill Workshop Employees or Routine Maintenance workers.
- 28.2 This clause does not apply to an Employee when RMS provides the Employee with a work vehicle to travel between the Employee's place of residence and the worksite or depot and is not required to transport other Employees.
- 28.3 Where RMS provides an Employee with a vehicle to travel to a worksite, RMS pays travel time at ordinary rates for the time spent travelling in excess of:
- (a) 10 minutes each way from an established pick up point or a pick up point no more than 3 km from the Employee's residence; or
 - (b) 20 minutes each way when accommodation is provided.
- 28.4 Travelling time will be paid for a maximum of three hours per day. All time in excess of this is considered work time and travel time at overtime rates.
- 28.5 Vehicles must leave promptly at finishing time.
- 28.6 If a worksite does not have the facilities as outlined in the SafeWork NSW Managing the Work Environment and Facilities Code of Practice, the time spent travelling is deemed work time or travel time at overtime rates.
- 28.7 An Employee who is the driver of an RMS vehicle shall receive payment for travel time at a rate equivalent to overtime if the driver is required to transport other Employees and materials to and from the worksite. If you are not the driver of such vehicles you are paid travel time at ordinary rates.

- 28.8 Subject to subclause 28.4, an Employee who uses an RMS vehicle to attend training or other meetings, shall receive travel time at ordinary rates.
- 28.9 If RMS transfers an Employee from one job to another during working hours, RMS must:
- (a) pay the time spent travelling as time worked or at overtime equivalent rates in accordance with subclause 28.3 above, plus any additional fares incurred by the Employee; and
 - (b) return the Employee, unless the Employee requests otherwise, to the point from which the Employee was transferred if RMS was unable to notify the Employee of the transfer on the day before.

29. Distant Work

- 29.1 This clause does not apply to Traffic Signals Technicians' Assistants, whose arrangements are commensurate with salaried staff when engaged on Distant Work.
- 29.2 "Distant Work" means employment at a workplace other than their usual workplace or depot that requires an Employee to live away from the Employee's usual residence.
- 29.3 RMS will provide at least two days' notice before it is necessary for an Employee to travel and report for duty on Distant Work, except in case of emergency or unforeseen circumstances.
- 29.4 Where possible RMS provides transport to and from Distant Work at the beginning and end of each work week/period. In this case the time spent travelling to and from Distant Work is paid as per clause 28 (Transport provided by RMS). Where RMS does not provide such transport, Employees shall be:
- (a) reimbursed for the specified journey at a set rate per kilometre, as prescribed in Part B if the Employee uses their own private vehicle; or
 - (b) reimbursed for the cost of fares and return fares if the Employee does not use their own private vehicle.
 - (c) Employees will be paid for the time spent travelling as per subclause 28.3.
- 29.5 Employees required to report for duty on Distant Work, are provided with either:
- (a) accommodation and meals as follows:
 - (i) at an established RMS camp;
 - (ii) at a well kept establishment of at least 3 star motel accommodation (as defined in the NRMA Accommodation Directory) in either a single room or a twin room if a single room is not available;
 - (iii) if suitable motel accommodation is not available, in a single room hotel or private accommodation;
 - (iv) if suitable motel, hotel or private accommodation is not available, at a caravan park; or
 - (v) If a suitable caravan park is not available, in a caravan with a toilet, shower and air conditioning or another agreed facility; or
 - (b) a daily 'Country Allowance' as prescribed in Part B, to provide for meals and overnight accommodation. This allowance is only paid for days when an overnight stay is involved.
- 29.6 If RMS provides accommodation, an Employee may elect to receive the relevant amounts, as prescribed in Table 2 for breakfast, lunch, dinner and any incidental expenses incurred, in lieu of RMS providing, or paying directly for, meals.

- 29.7 If accommodation and meal(s) are provided, the Employee is entitled to an incidental payment of a set amount for each night spent away from their residence or normal reporting place, as prescribed in Table 2.
- 29.8 If RMS and the majority of staff engaged on Distant Work agree, the ADO may be taken at a time mutually agreed, or accrued up to a maximum of five days.

30. Clothing

- 30.1 The work apparel issued to Employees in accordance with this clause is in addition to any other required personal protective clothing and equipment (PPE) issued by RMS.
- 30.2 RMS issues, free of cost, the following work apparel:

Item	Number
Trousers*	Five in total, in any combination
Shorts*	
Long pants*	
High-visibility, long-sleeve shirt*	Five in total, in any combination
Cotton drill long sleeve shirt*	
Windcheater (sloppy joe)	Two
Jacket (light, heavy or spray)	Two
Long socks	Five
Belt	One
Hat (stockman style)	One
Gear bag	One
*One pair of overalls may be substituted for any pants/shirt combination	

- 30.3 Work apparel is replaced on a "fair wear and tear, new for old" exchange basis.
- 30.4 It is a condition of an Employee's employment that they wear work apparel issued to them by RMS while on duty.
- 30.5 If an Employee elects to wear cotton drill shirts, the Employee must wear an approved, high-visibility garment over the Employee's shirt when they are working near traffic.
- 30.6 Employees are responsible for the cost of cleaning and maintaining RMS-issued work apparel.
- 30.7 Casual Employees are initially issued with two sets of trouser and shirt combinations plus other essential items (e.g. belts, socks). All other items are issued on a needs basis (e.g. winter jackets).
- 30.8 RMS must provide Employees with personal protective clothing and equipment (PPE), as stated in Safe Working Method Statements (SWMS), to ensure the Employee's health and safety in the workplace.

31. Tools & Amenities

- 31.1 Tools
- RMS provides Employees with all necessary special tools required to perform your work.
 - RMS insures each Employee's tools against loss or damage by fire whilst the tools are on RMS premises or worksites. RMS may require Employees to provide a list of all their tools.
 - RMS will reimburse an Employee for loss of their tools up to the value prescribed in Part B if RMS requests that the tools be stored on the job and the tools are subsequently stolen by break and enter outside ordinary working hours.

- (d) If a Broken Hill Workshop Employee is required to supply tools, the RMS will pay a tool allowance of \$1.30 per day.

31.2 Amenities

- (a) Amenities shall be provided in accordance with the SafeWork NSW Managing the Work Environment and Facilities Code of Practice. However, where amenities cannot be provided in accordance with relevant guidelines, and an Employee is required to report directly to the worksite, the time spent travelling to and from the worksite is deemed work time or travel time at overtime rates.
- (b) An Employee who is a tradesperson, shall be provided with a suitable, secure, weatherproof lock-up at the workplace for the Employee's tools. If a lock-up is not provided and the Employee's tools are stolen by reason of RMS's negligence, RMS compensates the Employee for the loss in accordance with subclause 31.1.
- (c) RMS provides cool drinking water and, where a morning tea break applies, tea and coffee making facilities.

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS

32. General Provisions

- 32.1 All leave is subject to RMS approval and must be applied for in advance, except in emergency situations where prior notice cannot be given.
- 32.2 Employees who are absent from work do not receive any payment unless the absence is covered by paid leave under this Award, RMS policy or relevant legislation.
- 32.3 Although some leave entitlements are stated in days, leave entitlements and the recording of leave taken are in hours.
- 32.4 If an Employee is appointed to RMS immediately from a position in the NSW Public Sector, the Employee may transfer their accrued leave entitlements (recreation, sick, family and community services and long service leave) to the Employee's RMS position.

33. Annual Leave

- 33.1 For Employees other than Broken Hill Workshop Employees, annual leave accrues at one-and-two-thirds days for each completed month of service, up to a maximum of 160 hours per year. Employees entitled to an extra week's annual leave, accrue the additional annual leave at the appropriate rate.
- 33.2 Broken Hill Workshop Employees accrue annual leave at two and-one twelfth days for each completed month of service, up to a maximum of 200 hours per year.
- 33.3 Annual leave does not accrue in respect of unauthorised absences or leave without pay exceeding five working days in a leave year, unless the leave is taken during annual close down.
- 33.4 Employees can apply to take annual leave. Annual leave is granted at the discretion of RMS subject to operational requirements.
- 33.5 Annual leave must be taken at a time convenient to RMS and the Employee. However, it is preferred that periods of annual leave plus Public Holidays and ADOs be taken in whole weeks, (i.e. Monday to Friday).
- 33.6 In exceptional circumstances, RMS may allow you to accumulate leave up to 40 working days, provided you agree to take your leave as soon as possible.

- 33.7 The current practice of taking annual leave accrued to 31 December during the December - January school holiday period will continue. This practice may be varied by agreement between RMS management and the majority of affected Employees for reasons including geographic, climatic or urgent works. In cases of such variation:
- (a) Employees may take a minimum of two weeks annual leave for the Christmas period in addition to the Public Holidays;
 - (b) the minimum period may be reduced with agreement between management and the majority of staff (the whole office, specific gangs or depots within an office), and the balance of annual leave is then taken at a time that generally coincides with school holidays.
- 33.8 If an Employee does not have sufficient leave to cover a close-down period, RMS will seek to provide the Employee with work. However, if work is not available RMS may require the Employee to take leave without pay.
- 33.9 An Employee who is required to take leave without pay during the annual close down period shall receive payment for all Public Holidays occurring during this period. The close down period counts as service for the purposes of annual leave accrual.
- 33.10 Seven day shift workers whose ordinary working period includes Public Holidays and Sundays shall receive:
- (a) up to 5 weeks of annual leave (i.e. an additional week of annual leave if you work this arrangement for 12 months),
 - (b) additional annual leave of up to one week calculated on a pro rata basis if you work this arrangement intermittently.
- 33.11 Employees entitled to accrue up to five days/one week additional annual leave per annum in accordance with subclauses 33.10 (or equivalent under subclause 33.2) can cash out the monetary value of the additional leave once in any twelve month period

34. Long Service Leave (Extended Leave)

34.1 In this clause,

- (a) "Service" includes:
 - (i) prior service with a NSW Government body that is recognised in accordance with Schedule 3A of the *Public Sector Employment and Management Act 2002* (as varied from time to time);
 - (ii) all previous full-time (including limited duration) and part-time service with Roads and Maritime Services, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority;
- (b) "Service" does not include:
 - (i) any period of prior service where the accrual of long service leave or extended leave entitlements for that service has been taken or paid out;
 - (ii) any period of leave without pay, unless the Employee has 10 years Service and the leave without pay falls within one or more of the following categories:
 1. military service (for example, Army, Navy or Air Force);
 2. major interruptions to public transport;
 3. periods of leave accepted as workers compensation;

4. the period of leave without pay is approved and is for a duration of six months or less.
- 34.2 The entitlement to long service leave (also referred to as extended leave) is set by the *Transport Administration Act 1988* (NSW). Where any inconsistency arises between this clause and the relevant provisions of the legislation, the legislation shall prevail to the extent of any inconsistency.
- 34.3 After completing 10 years' Service, an Employee shall be entitled to long service leave of 44 days. An Employee shall accrue an additional 11 days of long service leave for each additional calendar year of Service completed in excess of 10 years.
- 34.4 Employees who have completed 7 years of Service shall be entitled to access their long service leave accrual on a pro-rata basis of 4.4 working days per completed year of Service.
- 34.5 For Employees who are shift workers, the number of working days debited during a period of long service leave may include a Saturday or Sunday that forms part of the ordinary roster.
- 34.6 Subject to approval, Employees may take long service leave at a time convenient to RMS, for a minimum period of one hour, at full pay, half pay or double pay (excluding public holidays falling within the period of long service leave, which are paid at single time and not debited from the Employee's long service leave accrual).
- 34.7 If leave is taken at double pay:
- (a) the long service leave balance is debited for the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (b) the additional payment is made as a taxed, non-superable allowance;
 - (c) leave entitlements accrue based on the actual number of working days the Employee is absent from work while on long service leave.
- 34.8 If leave is taken at half pay:
- (a) the long service leave balance is debited at the rate of half the days/hours taken as long service leave;
 - (b) annual leave entitlements accrue at half the ordinary rate for the days/hours the Employee is absent from work;
 - (c) other entitlements accrue at the same rate for the actual days/hours the Employee is absent from work.
- 34.9 If the Employee's ordinary hours of work are constant, payment is made at the Employee's current rate of pay. For part-time and casual Employees whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over the past 12 months or the past 5 years, whichever is greater.
- 34.10 Payment for long service leave includes all allowances in the nature of wages but does not include any amounts normally paid for shift work, overtime, penalty rates or disabilities.
- 34.11 Payment is increased to reflect any increment action that the Employee becomes eligible for whilst absent on long service leave.
- 34.12 An Employee who takes a period of long service leave may elect to receive payment for the leave in advance in a lump sum.

- 34.13 An Employee who is sick for five or more consecutive days whilst taking a period of long service leave and who provides a medical certificate to certify that the Employee was unfit for work that period, may claim sick leave for that period.
- 34.14 If sick leave is approved in accordance with this clause, the Employee's long service leave balance is re-credited as follows:
- (a) if the Employee is taking leave on a full or half pay basis, the equivalent period of sick leave; or
 - (b) if the Employee is taking leave on a double pay basis, the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance. In this case RMS shall recover, by way of payroll deduction, any additional payment that has been made to the Employee pursuant to the double pay arrangement.
- 34.15 Subclauses 34.13 to 34.14 apply if the Employee takes long service leave immediately prior to retirement but not immediately prior to resigning or being terminated.
- 34.16 Employees with at least five years' but less than seven years' Service as an adult, shall be paid pro-rata long service leave upon termination of employment for either of the following reasons:
- (a) by RMS for any reason other than serious and wilful misconduct, or
 - (b) at the request of the Employee in writing on account of illness, incapacity, domestic or other pressing necessity.
- 34.17 Employees who are entitled to receive payment for untaken long service leave on termination of employment, including retirement, shall be paid the monetary value of the leave as a gratuity in lieu of taking the leave.
- 34.18 Full-time Employees who are eligible to receive payment for untaken long service leave on termination shall receive such payment at the Employee's substantive rate of pay on the last day of Service.

35. Sick Leave

- 35.1 For each year of service with RMS, Employees are entitled to a maximum of 96 hours of sick leave. The yearly entitlement to sick leave is credited to Employees on 1 January each year.
- 35.2 Employees who commence employment during the course of a calendar year are credited with a pro-rata entitlement on commencement. However, RMS may defer the payment of any sick leave taken during the first three months of service until after the completion of three months' service.
- 35.3 An Employee's entitlement to sick leave accumulates from year to year.
- 35.4 An Employee may take sick leave if:
- (a) the Employee is not fit for work because the Employee is suffering from an illness or injury;
 - (b) the illness or injury is not attributable to misconduct; and
 - (c) the Employee provides evidence that indicates the nature of the illness or injury. However, an Employee who is concerned about disclosing the nature of the illness or injury to their supervisor or manager may elect to have the application for sick leave dealt with confidentially by an alternate manager or the Human Resources section.
- 35.5 An Employee who is unable to attend work due to an illness or injury must contact their supervisor as soon as reasonably practicable, and preferably before the normal starting time. The Employee must advise the supervisor of:
- (a) the inability to attend work;

- (b) the nature of the illness or injury (subject to subclause 35.4(c)); and
 - (c) the estimated period of absence from work.
- 35.6 An Employee who claims sick leave must provide a medical certificate:
- (a) for absences in excess of two consecutive working days;
 - (b) after the Employee has taken more than 5 uncertified working days in a calendar year, for all absences within the remainder of that calendar year; and
 - (c) where required by RMS or in accordance with RMS policy.
- 35.7 As a general practice, backdated medical certificates will not be accepted. However, if an Employee provides evidence of illness or injury that only covers the latter part of the absence, RMS may grant sick leave for the whole period at its discretion if RMS is satisfied that the reason for the absence is genuine.
- 35.8 If RMS is concerned about the diagnosis described in the evidence of illness produced by the Employee, the evidence provided and the Employee's application for leave can be referred to a medical practitioner for advice after discussion with the Employee. In such cases, the type of leave granted will be determined by RMS based on the medical advice received, and if sick leave is not granted, RMS will as far as practicable, take into account the wishes of the Employee when determining the type of leave granted.
- 35.9 In accordance with RMS policy, RMS may direct an Employee:
- (a) to participate in a return to work program if the Employee has been absent on a long period of sick leave; and/or
 - (b) to attend a medical assessment.
- 35.10 If an Employee has exceeded five (5) uncertified sick days in a twelve (12) month period or where an Employee exhibits a pattern of taking sick days immediately preceding or following weekends, RDO/ADO, public holidays or any other planned absences from the workplace, RMS may restrict your access to overtime.
- 35.11 Where an Employee is required to provide a medical certificate in support of an absence, the Employee may satisfy that requirement by providing evidence from any of the following for absences up to and including 5 working days:
- (a) a doctor;
 - (b) a dentist;
 - (c) an optometrist;
 - (d) a chiropractor;
 - (e) an osteopath;
 - (f) a physiotherapist;
 - (g) an oral and maxillo facial surgeon; or
 - (h) at RMS's discretion, another registered health services provider that satisfies RMS that the Employee had a genuine illness.

- 35.12 Where the absence exceeds five working days, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner.
- 35.13 An Employee who has used all of their accrued sick leave and is unable to return to work due to an illness or injury may take, subject to providing a medical certificate to cover the absence:
- (a) accrued annual leave;
 - (b) accrued long service leave; or
 - (c) sick leave without pay.
- 35.14 Leave and Workers Compensation Claims
- (a) Employees who are waiting on the outcome of a claim for worker's compensation may be granted accrued sick leave. If the compensation claim is approved, the sick leave taken is restored to the Employee's accrual.
 - (b) If an Employee is absent from work for more than 26 weeks and has:
 - (i) sufficient sick leave available: the Employee may use available sick leave to top up the difference between the statutory rate and the Employees ordinary weekly wage, less any shift loadings or other penalties.
 - (ii) insufficient sick leave available: the Employee will receive the statutory weekly compensation payments only.
- 35.15 An Employee who is sick and would otherwise be unable to attend work due to illness or injury whilst taking a period of annual leave, may claim sick leave for that period subject to providing a medical certificate to certify that the Employee was unfit for work. If sick leave is approved in accordance with this clause, the Employee's annual leave balance is re-credited accordingly.
- 35.16 An Employee is not entitled to receive sick leave for any annual leave taken prior to resigning or the termination of their employment for any reason.
- 35.17 Previous periods of employment are not taken into account for sick leave purposes.

36. Special Sick Leave

- 36.1 Employees who have a good employment and sick leave record, have exhausted their paid sick leave entitlement and have been suffering from a genuine prolonged illness, shall be entitled, subject to Chief Executive approval in accordance with RMS policy, to additional paid sick leave.

37. Maternity Leave

- 37.1 An Employee who is a female Employee (including a part-time and casual Employee who has worked for RMS on a regular and systematic basis for at least 12 months), is entitled to unpaid maternity leave to enable the Employee to retain their position and return to work within a reasonable time after the birth of the Employee's child.
- 37.2 Unpaid maternity leave may be granted on the following basis:
- (a) up to nine weeks before the expected date of birth;
 - (b) up to 12 months after the actual date of birth.

- 37.3 Paid maternity leave may be granted to an Employee who is engaged on a permanent or limited duration basis if the Employee has completed at least 40 weeks continuous service in the NSW public sector prior to the expected date of birth of the child.
- 37.4 Paid maternity leave is paid at the ordinary rate of pay for:
- (a) fourteen weeks at full pay, or
 - (b) 28 weeks at half pay, or
 - (c) a combination of the two options above.
- 37.5 An Employee may request that the paid maternity leave component be paid as a lump sum in advance at the commencement of the period of maternity leave. The lump sum payment is made up to the maximum period indicated in clause 37.4, or for the period of leave actually taken, whichever is the lesser.
- 37.6 If an Employee requests to be paid for maternity leave as a lump sum and then requests to return to work before the period of leave is completed, the Employee must repay the remainder of the lump sum amount.
- 37.7 An Employee is not entitled to receive payment under this clause if the Employee has received payment under clause 39 (Parental Leave).
- 37.8 If the child is born before the expected date of birth, the Employee's period of maternity leave commences from the date of birth of the child.
- 37.9 An Employee who commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid as follows:
- (a) at the rate the Employee was paid before commencing the initial leave if the Employee has not returned to work; or
 - (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced the hours of work during the 24 month period; or
 - (c) at a rate based on the hours the Employee worked prior to the subsequent period of leave where the Employee has not reduced the hours of work.

38. Adoption Leave

- 38.1 An Employee is entitled to adoption leave if the Employee assumes the primary role in providing care and attention to an adopted child.
- 38.2 Adoption leave starts from the date of taking custody of the child.
- 38.3 All Employees (including casual Employees who have worked for RMS on a regular and systematic basis for at least 12 months) are entitled to unpaid adoption leave and this may be taken as:
- (a) short adoption leave, being three weeks leave without pay; or
 - (b) extended adoption leave up to 12 months on leave without pay including any short or paid adoption leave.
- 38.4 Paid adoption leave may be granted to an Employee who is engaged on a permanent or limited duration basis if the Employee has completed at least 40 weeks continuous service in the NSW public sector prior to taking custody of the child.

- 38.5 Paid adoption leave is paid at the ordinary rate of pay for:
- (a) fourteen weeks or;
 - (b) 28 weeks at half pay, or;
 - (c) a combination of the above two.
- 38.6 An Employee may request that the paid adoption leave component be paid as a lump sum in advance at the commencement of the period of adoption leave. The lump sum payment is made up to the maximum period indicated in 38.5, or for the period of leave actually taken, whichever is the lesser.
- 38.7 If an Employee requests to be paid for adoption leave as a lump sum and then requests to return to work before the period of leave is completed, the Employee must repay the remainder of the lump sum amount.
- 38.8 An Employee is not entitled to receive payment under this clause if the Employee has received payment under clause 39 (Parental Leave).
- 38.9 Where an Employee's partner is employed in the public sector, adoption leave is only granted to one of the partners for each adoption.
- 38.10 An Employee who commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid as follows:
- (a) at the rate the Employee was paid before commencing the initial leave if the Employee has not returned to work; or
 - (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced the hours of work during the 24 month period; or
 - (c) at a rate based on the hours the Employee worked prior to the subsequent period of leave where the Employee has not reduced the hours of work.

39. Parental Leave

- 39.1 An Employee (including a casual Employee who has worked for RMS on a regular and systematic basis for at least 12 months) who is not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable the Employee, as a parent, to share in the responsibility of caring for a child or children of the Employee.
- 39.2 An Employee who is employed on a Full-time or Part-time basis and who has completed at least 40 weeks continuous service within the NSW public sector, is entitled to paid parental leave of one week at full ordinary pay or, if the Employee and RMS agree, two weeks at half ordinary pay. The remainder of any requested leave is treated as unpaid leave for the first 5 days or two weeks of leave taken.
- 39.3 An Employee may take approved parental leave as:
- (a) short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of the spouse or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken, as outlined above (NB. extended parental leave is unpaid).
- 39.4 An Employee may commence a period of extended parental leave at any time within two years from the date of the birth of the child or the date of placement of the adopted child and leave may be taken:
- (a) full-time for a period not exceeding 12 months or;

- (b) part-time over a period not exceeding two years or;
- (c) partly full-time and partly part-time over a proportionate period of up to two years.

40. Other Matters Relating to Maternity, Adoption and Parental Leave

40.1 Communication during Maternity, Adoption and Parental Leave

- (a) Where an Employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, RMS shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing maternity, adoption or parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing maternity, adoption or parental leave.
- (b) An Employee on maternity, adoption or parental leave must take reasonable steps to inform RMS about any significant matter that will affect the Employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee must also notify RMS of changes of address or other contact details which might affect RMS' capacity to comply with this clause.

40.2 Rights of request during Maternity, Adoption or Parental Leave

- (a) An Employee who is entitled to maternity, adoption or parental leave may request that RMS:
 - (i) extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) allow the Employee to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;to assist the Employee in reconciling work and parental responsibilities.
- (b) RMS shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or RMS' business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The request and RMS' decision made under this clause must be recorded in writing.

40.3 Re-engagement of casual Employees

- (a) Where the Employee wishes to make a request to return to work on a part-time basis in accordance with this clause, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from maternity, adoption or parental leave.
- (b) RMS shall not fail to re-engage an Employee who is a regular casual Employee (see section 53(2) of the *Industrial Relations Act 1996*) because the Employee is or has been immediately absent on maternity, adoption or parental leave, or because the Employee's spouse is pregnant. The rights of RMS in relation to an Employee's engagement and re-engagement are not affected, other than in accordance with this subclause.

40A. Domestic and Family Violence**40A.1 General Principle**

The Employer recognises that Employees may experience domestic and family violence, and that this may have a significant impact on an Employee's health, safety and wellbeing, both at home and in the workplace. The Employer is committed to taking steps to prevent domestic and family violence and supporting Employees who experience domestic and family violence in a manner that takes into account the impacts of the trauma experienced by the Employee and those supporting them.

40A.2 Definition of Domestic and Family Violence

- (a) For the purposes of this Award, domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern of controlling or coercive behaviour.
- (b) Domestic and family violence behaviours can include, but are not limited to:
 - (i) physical and sexual violence
 - (ii) verbal abuse and threats
 - (iii) emotional and psychological abuse
 - (iv) financial abuse
 - (v) social isolation
 - (vi) stalking
 - (vii) intimidation
 - (viii) technology facilitated abuse
 - (ix) threats or actual harm to others, pets and/or property.
- (c) An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not.
- (d) A family relationship includes people who are related to one another through blood, marriage, de facto partnerships, adoption and fostering relationships, and sibling or extended family and kinship relationships.

40A.3 Principles of prevention and response

- (a) The Employer recognises that every Employee's experience of domestic and family violence is unique. In providing support for, and minimising the risk to safety of, Employees experiencing domestic and family violence the Employer will:
 - (i) subject to subclause (ii) respect the agency of the Employee as the decision maker in relation to the nature of the support they require (as outlined in clause 2.5 or otherwise) and any associated communication about these supports;
 - (ii) prioritise the safety of the Employee experiencing domestic and family violence, and other Employees, in the workplace;
 - (iii) acknowledge that any actions taken by the Employer may impact Employees and their dependents safety at work and at home;

- (iv) recognise the Employee's right to confidentiality, as outlined in clause 2.6, except in instances where the safety of Employees (including other employees not directly experiencing domestic or family violence) must be prioritised;
 - (v) train identified Employees as contact officers to provide information and support to Employees experiencing domestic and family violence;
 - (vi) provide Employees with training on domestic and family violence, with a specific focus on preventative steps and response in the workplace;
 - (vii) ensure that Employees who are required to support Employees experiencing domestic and family violence are equipped to provide evidence based support, which acknowledges the impact of trauma, through the provision of training and other resources;
 - (viii) clearly communicate to an Employee experiencing domestic and family violence any mandatory reporting obligations the Employer may have to comply with;
 - (ix) acknowledge and take into account the Employee's experience of domestic and family violence if an Employee's attendance or performance at work is affected by domestic or family violence.
- (b) The Employer recognises that there will be Employees who use domestic and family violence. In line with the Employer's position against domestic and family violence the Employer may:
- (i) support Employees to access evidence-based behaviour change supports
 - (ii) approve any reasonable request for flexible work arrangements to facilitate the Employee seeking evidence-based behaviour change supports.
- (c) The Employer may take disciplinary action against an Employee who has used domestic and family violence, up to and including termination of employment.

40A.4 Leave

- (a) An Employee experiencing domestic or family violence will have access to 10 days paid Special Leave for domestic and family violence per calendar year to support the establishment of their safety and recovery [subject to further consideration by Government]. Temporary and part time employees are entitled to leave under this clause on a pro rata basis.
- (b) This leave will assist Employees to:
- (i) attending medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
 - (ii) organising alternative care or education arrangements for their children,
 - (iii) attending court and other legal proceedings relating to their experience of domestic and family violence
 - (ix) allow time for the employee to seek alternate or safe accommodation, and
 - (iv) other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
- (c) This leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days. Given the emergency context in which this leave may need to be accessed, employees may seek approval and provide evidence in accordance with clause 38.7.

40A.5 Workplace Domestic and Family Violence Support

- (a) To provide support to an Employee experiencing domestic and family violence, the Employer will approve any reasonable request from an Employee experiencing domestic and family violence for but not limited to:
 - (i) changes to their span or pattern of hours and / or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment with the Employer;
 - (iv) a change to their telephone number and/or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for flexible work arrangements; and
 - (vi) increased security measures in their workplace including entry and egress.
- (b) Subject to the Employee being satisfied that safety has been established and the Employer also being satisfied, if an Employee has requested a reasonable change to their working arrangements in accordance with clause 29.5(a), an Employer will not then unreasonably refuse a request from an Employee to maintain change or remove these arrangements.
- (c) The Employer will assist an Employee experiencing domestic or family violence with access to support and referral services and/or other local resources.

40A.6 Protecting the confidentiality of Employees experiencing domestic or family violence

- (a) The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence that a breach of confidentiality may pose a risk to the safety of the Employee and others.
- (b) To protect the confidentiality of an Employee experiencing domestic or family violence the Employer will:
 - (i) adopt a 'needs to know' approach to any communications regarding the Employee's experience;
 - (ii) not store or include any information about the following matters on the Employee's personnel file or payslip:
 - A. the Employees experience of domestic or family violence
 - B. special leave accessed for the purpose of domestic and family violence leave in accordance with this clause.
 - C. support provided by the Employer (under clause 38.5 or otherwise).
- (c) Any information regarding an Employee's experience of domestic or family violence, including any domestic and family violence leave or supports provided (under subclauses 38.4, 38.5 or otherwise), can only be accessed by Executive Director People and Culture Business Partnering.
- (d) The Employee recognises that the Employer's commitment to, and obligations regarding, confidentiality are subject to:
 - (i) any steps that the Employer must to take to ensure the safety of all Employees
 - (ii) any mandatory reporting requirements.

- (e) Where the Employer does need to disclose confidential information for the reasons outlined in subclause (d), the Employer will make every reasonable effort to inform the Employee of this disclosure before it is made, and support the employee to take practical steps to minimise an associated safety risks.

40A.7 When approving leave the Employer will need to be satisfied, on reasonable grounds, that Domestic and Family Violence has occurred and may require evidence presented in the form of:

- (f) an agreed document issued by either Police Force, a Court, a Domestic Violence Support Service or Lawyer; or
- (g) a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or
- (h) a medical certificate.

41. Family and Community Service Leave

41.1 In this clause, "Family Member" in relation to an Employee means the Employee's:

- (a) spouse;
- (b) de facto partner;
- (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
- (d) parent (including a foster parent or legal guardian);
- (e) grandparent or grandchild;
- (f) sibling (including the sibling of a spouse or de facto partner);
- (g) relative who is a member of the same household where, for the purposes of this definition:
 - (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (iii) 'household' means a family group living in the same domestic dwelling.

41.2 RMS may grant family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies including, but not limited to, the following reasons;

- (a) compassionate grounds, such as the death or illness of a close Family Member or a member of the Employee's household;
- (b) emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (c) emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens your property and/or prevents the Employee from reporting for duty;
- (d) attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;

- (e) attendance at court by you to answer a charge for a criminal offence, only if the Chief Executive considers the granting of family and community service leave to be appropriate in a particular case.
- 41.3 Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.
- 41.4 Family and Community Service Leave may also be granted for the following reasons:
- (a) an Employee's absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the Employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- (b) an Employee's attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if the Employee is selected to represent Australia or the State.
- 41.5 The maximum amount of family and community service leave payable at ordinary rates that may be granted is the greater of:

Conditions	Entitlement
In the first 12 months of services	19 hrs (2.5 days)
In the second year of service	19 hrs (2.5 days)
For each completed year of service after two years completed service	7.6 hrs (1 day)

- 41.6 Family and community service leave is available to Part-time Employees on a pro-rata basis.
- 41.7 If an Employee's family and community service leave balance is exhausted, RMS may grant additional paid family and community service leave of up to 3 days on a discrete, 'per occasion' basis to cover the period necessary to arrange or attend the funeral of a Family Member or relative.
- 41.8 Subject to approval, an Employee's accrued sick leave may be accessed when the Employee's family and community service leave has been exhausted, to allow the Employee to provide short-term care or support for a Family Member who is ill.
- 41.9 Access to other forms of leave is available for reasons related to family responsibilities or community service, subject to approval. These include:
- (a) accrued annual leave (including single-day periods);
- (b) leave without pay;
- (c) time off in lieu of payment for overtime;
- (d) make up time.
- 41.10 Depending on your circumstances, you may take an individual form of leave or a combination of leave options. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- 41.11 An Employee who was employed in the NSW Public Sector immediately prior to commencing employment with RMS may transfer the Employee's family and community service leave accruals from the previous Employer.
- 41.12 An Employee who is a Casual Employee is entitled to not be available to attend work, or to leave work:
- (a) upon the death in Australia of a Family Member; or

- (b) if the Employee is required to care for a Family Member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

41.13 Where a Casual Employee is unavailable to attend work for one of the reasons outlined above, the Employee and RMS shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, a Casual Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Such an Employee is not entitled to any payment for that period.

41.14 If required by RMS, a Casual Employee must produce evidence of the need to take the leave as follows:

- (a) in the case of death, a death certificate or a statutory declaration providing details of the circumstances of death;
- (b) in any other case, a medical certificate or a statutory declaration setting out the nature of the illness or emergency, as applicable.

41.15 RMS shall not fail to re-engage a Casual Employee who has accessed the entitlements provided for in this subclause. The right of RMS to engage or not engage the Employee is otherwise not affected.

42. Study and Examination Leave

42.1 An Employee may claim an entitlement to study leave if the Employee is studying a course which:

- (a) is appropriate to the Employee's present classification;
- (b) is relevant to RMS; or
- (c) provides the Employee with progression or reclassification opportunities.

42.2 Study leave is granted as follows:

Leave basis	Leave entitlement
Face-to-face students	The lesser of: (a) One half hour for every hour of lectures, up to a maximum of four hours per week, or
	(b) Twenty days per academic year
Correspondence students	The lesser of: (a) One half hour for every hour of lecture time in the face-to-face course, up to a maximum of four hours per week, or
	(b) Twenty days per academic year

42.3 To assist an Employee who is attempting final examinations in approved courses and to release the Employee from work immediately prior to an examination, the Employee is allowed a maximum of:

- (a) five days examination leave per calendar year for time spent travelling to and from and attending final examinations, or
- (b) half a day for pre-examination leave on the day of the examination, up to a maximum of five days per calendar year.

43. Military Leave

43.1 An Employee, other than a Broken Hill Workshop Employee, who is apart-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves, is eligible for military leave in accordance with RMS policy as follows:

- (a) Naval and Military Reserves up to 24 working days per year;

- (b) Air Force Reserves up to 28 working days per year.

43.2 A Broken Hill Workshop Employee who is a part-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves, is eligible for military leave as follows:

Reason for leave	Entitlement (calendar days)		
	Army	Navy	Air Force
Annual training	14	13	16
Instruction school, classes or courses	14	13	16
Additional obligatory training	4	4	4

44. Special Leave

44.1 RMS may grant special leave for certain activities that are not covered by other forms of leave, including:

- (a) jury service;
- (b) acting a witness when called or subpoenaed by the Crown;
- (c) emergency volunteer activities;
- (d) declared emergencies;
- (e) emergency services and bush fire fighting courses;
- (f) volunteers in policing - education programs;
- (g) trade union activities and training, including:
 - (i) trade union training (up to 12 days every two years);
 - (ii) attending as a witness for a trade union;
 - (iii) assisting counsel or acting as a union advocate;
 - (iv) acting as a member of a conciliation committee;
 - (v) loan of services to a trade union;
 - (vi) as a member of a union executive or council.
- (h) ex-armed services personnel (e.g. Medical Review Board, etc.);
- (i) NAIDOC Week, in accordance with RMS policy;
- (j) other miscellaneous activities associated with an Employee's required involvement:
 - (i) as a returning officer;
 - (ii) with local government - holding official office;
 - (iii) with retirement seminars;
 - (iv) as a bone marrow donor;
 - (v) with exchange awards - (e.g. Rotary or Lions);
 - (vi) at sporting events - (e.g. Olympic or Commonwealth Games);

- (vii) with graduation and other academic ceremonies;
- (viii) with professional or learned society meetings/conferences.

45. Public Holidays

45.1 In this Award, Public Holiday means:

- (a) any day or part-day declared or prescribed under a law of NSW to be observed generally within NSW as a public holiday;
- (b) the first Monday in December (recognised as Union Picnic Day); and
- (c) up to a maximum of one Local Public Holiday per calendar year.

45.2 For a holiday to be recognised as a Local Public Holiday under this Award, the following criteria must be satisfied:

- (a) the holiday must be gazetted by the NSW Government as a Public Holiday in a particular region within NSW;
- (b) the holiday must occur on a normal working day; and
- (c) the Employee must be at work in the particular area to which the gazetted holiday applies on the working day before and after the holiday. However, the Employee also satisfies this clause if the Employee would have been required to work on those days in the particular area, but was on approved leave.

45.3 A Local Public Holiday may be taken as three gazetted half-days.

45.4 Where a Local Public Holiday is gazetted for part of a day, Employees must attend work for that part of the Employee's ordinary working hours that are not regarded as a Public Holiday, unless on approved leave.

45.5 Public Holidays and picnic days are compensated based on the employee's ordinary hours of work on the day at the ordinary hourly rate. However, if a Public Holiday falls on a weekend, no additional payment is made unless the Employee is required to work on that day.

45.6 Employees, other than Broken Hill Workshop Employees, required to work on a Public Holiday or picnic day shall receive double time and a half for time worked on this day. Employees required to work on a picnic day shall be entitled to a minimum of four hours pay.

45.7 Broken Hill Workshop Employees required to work on a Public Holiday shall receive double time for time worked on this day, and receive equivalent time off in lieu. Broken Hill Workshop Employees required to work on a picnic day shall be entitled to a minimum of four hours pay.

45.8 Employees absent from work on approved leave without pay shall receive payment for any Public Holidays occurring during the first two weeks of the absence at the hourly rate. Public Holidays occurring beyond this two week period are unpaid.

45.9 Employees entitled to payment in respect of a Public Holiday under this clause shall receive payment for any Public Holidays occurring during a period of absence covered by workers compensation payments.

45.10 Apprentices and trainees who are required to attend classes or training on the Union Picnic Day shall receive a day off in lieu at a mutually agreeable time between the Employee and RMS. In such circumstances, they shall be paid the normal hourly rate.

SECTION 6 - COMMUNICATION AND CONSULTATION**46. Consultation**

- 46.1 Pursuant to the provisions contained in this subclause, there shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees.
- 46.2 The Employer is committed to consultation on workplace policies and such policies will continue to have effect until such time as the Employer amends, replaces or rescinds policy.
- 46.3 Employer to Notify
- (a) Where the Employer intends to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer undertakes to notify the employees who may be affected by the proposed changes and the relevant Branch or State Secretary of the Union(s).
 - (b) Without limiting the generality thereof, significant effects includes termination of employment, changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or relocation or transfer of employees to other work or locations, the restructuring of jobs, changes to the working arrangements of Employees, changes to employment conditions (for example, due to legislative or regulatory change), the use of contractors to perform work normally performed by employees covered by this Award and the legal or operational structure of the business.
- 46.4 Employer to Consult
- (a) The Employer undertakes to discuss with the Employees affected and the Union(s) in good faith the introduction of any change referred to in subclause 46.3, the effects the changes are likely to have on Employees, measures to avert or mitigate any adverse effects of such changes on Employees and to give prompt consideration to matters raised by the Employees and/or the Union in relation to the changes.
 - (b) The discussion shall commence as early as practicable and before the Employer has made a final decision to adopt and implement any changes referred to in subclause 46.3. For the purposes of such discussion, the Employer undertakes to provide in writing to the Employees concerned and the Union, appropriate relevant information about such changes including the nature of the proposed changes, what they are intended to achieve and the expected effects of the changes on Employees.
 - (c) The Employees will be given an opportunity and sufficient time in which to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
 - (d) The Employer will genuinely consider and respond in writing to any feedback provided by employees and the Employer Representatives.
 - (e) Where, subject to the provisions of this clause, the Employer makes a final decision to implement change in the workplace and the Union disagrees with that decision, subject to there being no stoppage of work as a result of the decision of the Employer, the Union may refer the matter in dispute to the NSW Industrial Relations Commission for conciliation and/or arbitration in accordance with Clause 47 of this Award.
 - (f) Provisions regarding consultation in the context of contracting out are contained in Appendix A, clause 6 of this award.

46.5 RMS's Single Bargaining Unit (SBU)

- (a) A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the unions, Unions NSW and RMS management meets regularly and continues to oversee the development, negotiation and implementation of an agreed enterprise arrangement to ensure:
 - (i) a consistent approach;
 - (ii) an effective implementation process in order to achieve the agreed outcomes within the allotted time frames; and
 - (iii) the achievement of sustainable and measurable productivity improvements.

46.6 Regional Consultative Groups

- (a) Regional Consultative Groups exist in each region and include both RMS nominees and union nominated wages staff.
- (b) The groups' role is to continue to promote positive cooperation in overseeing the implementation of each of RMS's workplace reform agenda areas within the regions and to resolve any localised issues including industrial problems that arise during the implementation process.
- (c) The groups provide regular minutes/reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the regional level to the SBU for determination.

46.7 Project teams

- (a) Project teams are established, if required, to oversee the technical development and implementation of RMS's workplace reform agenda items.
- (b) Project teams are under the managerial control of an RMS Project Manager and include both RMS and union nominated wages staff representatives.
- (c) The project teams provide regular reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the project level to the SBU for determination.

46.8 Wages staff task groups

Wages staff task groups are established as required to research and provide recommendations in line with the agreed terms of reference.

46.9 General principles

- (a) The SBU, project teams and regional consultative groups circulate the minutes of their respective meetings to relevant staff.
- (b) Wages staff representatives assigned to a project team, task group or regional consultative group are released from their normal duties, as required, to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they are referred to the SBU.
- (c) Regional consultative groups:
 - (i) are chaired (to be shared) by the union and RMS staff representatives;
 - (ii) develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.

- (d) The SBU, project teams and regional consultative groups are able to second a wages staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- (e) Nominated representatives and group members have agreed to relevant training to assist them in their roles.
- (f) The SBU, project teams, task groups and regional consultative groups are appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

47. Grievance and Dispute Resolution

47.1 In this Award:

- (a) "Grievance" means a personal concern or problem about work or the work environment that the Employee seeks hearing or resolution of and may be the result of a perceived or actual concern regarding:
 - (i) allocation of work or development opportunities;
 - (ii) workplace communication difficulties, or interpersonal disputes;
 - (iii) changes in work processes or practices.

47.2 A dispute is a complaint or difficulty which affects one or more Employee(s). It may include a change in working conditions that is perceived to have a negative implication on Employees.

47.3 This disputes procedure outlined at subclause 47.4 below shall apply to any dispute that arises with respect to the following:

- (a) matters pertaining to the relationship between the Employer and Employees;
- (b) matters pertaining to the relationship between the Employer and the union parties to this Award which pertain to the Award; and/or
- (c) the operation and application of this Award.

47.4 Dispute Settlement Process

Step One

In the first instance, any dispute which is local in nature, and which will not impact on other locations, will be dealt with at the local level by the Employee(s) and/or their union representative raising the matter with the Employee's immediate supervisor. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Two

If the dispute remains unresolved following Step 1, the Employee(s) and/or their union representative shall refer the matter to the Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Three

If the dispute remains unresolved following Steps 1 and 2, the Employee(s) and/or their union representative shall refer the matter to the General Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Four

If the Dispute cannot be resolved through the procedure outlined in Steps 1-3, or if the Dispute involves matters other than local issues or matters involving the application/ interpretation of this Award, the Employee or their representative may refer the dispute to the Manager, Workplace Relations (or their representative) to attempt to achieve a resolution between the parties.

Step Five

If following Steps 1 -4 the dispute remains unresolved, any relevant party may refer the matter to the NSWIRC for conciliation in the first instance, and if conciliation does not resolve the Dispute, the matter shall be arbitrated by the NSWIRC.

- 47.5 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the next in sequence to accelerate resolution or for some other reason(s), or to agree to refer the dispute to the NSWIRC for urgent resolution, or for making a submission to the NSWIRC that the status quo should remain.
- 47.6 Whilst this procedure is continuing, no work stoppage or any other form of work limitation shall occur, or any other form of work limitation will be applied.
- 47.7 The parties acknowledge that where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health and safety of any person, it may not be practical to follow the procedure in this clause in attempting to resolve the dispute; and that an urgent reference to the NSWIRC may be required.

48. Disputes Relating to Work Health and Safety

- 48.1 Where a Work Health and Safety risk is identified or a genuine safety factor is the source of a dispute, the following procedure shall be observed:
- (a) Employees and the Unions have an obligation to notify RMS of the risk through the Work Health and Safety Committee;
 - (b) RMS shall be allowed a reasonable time to respond;
 - (c) RMS must address and report on the issue identified within a reasonable time.
- 48.2 The parties acknowledge that all reasonable efforts must be made to achieve an effective resolution of the issue, prior to asking the Regulator to assist in resolving the issue.
- 48.3 Under the WHS Act, an Employee may cease, or refuse to carry out, work if the Employee has a reasonable concern that to carry out the work would expose the Employee to a serious risk to the Employee's health or safety emanating from an immediate or imminent exposure to a hazard. In this case, the Employee must remain available to carry out suitable alternative work.
- 48.4 The Parties acknowledge that it is an offence under the WHS Act to:
- (a) provide false or misleading information in complying or purportedly complying with the Act;
 - (b) make false or misleading representations to another person about that person's rights or obligations under the Act.
- 48.5 RMS, the Unions and Employees are committed to the WHS Act and all other relevant statutory requirements. This clause is intended to operate in a manner that is consistent with the operation of the WHS Act.

49. Union Contributions

- 49.1 Upon written authority from an Employee, RMS will deduct Union membership fees from the Employee's fortnightly pay (or such other frequency as agreed between RMS and the relevant Union) and forward these fees regularly to the relevant Union. RMS will also include all necessary information to enable the union to reconcile and credit subscriptions to the Employee's membership account.
- 49.2 If an Employee has already authorised the deduction of their union membership fees from their pay prior to this clause taking effect, nothing in this clause shall be read as requiring the Employee to make a fresh authorisation in order for such deductions to continue.

50. Union Representatives

- 50.1 In this clause, Union Delegate means an Employee in respect of which:
- (a) the Union to which the Employee is a member is elected as a delegate in accordance with the relevant union's rules; and
 - (b) that Union is entitled to represent the Employee of the Employer; and
 - (c) the Union has notified the RMS Industrial Relations team in writing that the Employee is an elected delegate.
- 50.2 An Employee who is a Union Delegate shall be provided with sufficient time in working hours to interview the supervisors, managers and Employees whom the Delegate represents, on matters affecting them, including:
- (a) addressing new Employees about the benefits of union membership at the time that they enter employment.

SECTION 7 - CLAUSES OF SPECIFIC APPLICATION

51. Sydney Harbour Bridge Maintenance Employees

- 51.1 This clause applies to Employees who are attached to the Sydney Harbour Bridge Maintenance office, and does not apply to any other Employee.
- 51.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.

Working Hours

- 51.3 Normal Work Cycle, in relation to an Employee covered by this clause, means a work cycle consisting of:
- (a) nine working days within a 10 day, two week cycle;
 - (b) eight hours and 27 minutes worked each day between 6:00 am and 6:00 pm;
 - (c) a 30 minute meal break which includes a paid 10 minute morning tea break and a 20 minute unpaid break between 11:30 am and 12 noon; and
 - (d) a 10 minute tea break immediately before finishing time.
- 51.4 During this cycle, 51 minutes of each day worked is accrued towards one day off in each two week cycle, known as an Accrued Day Off (ADO).

51.5 If an ADO falls on a Public Holiday, the ADO may be taken on:

- (a) the next working day;
- (b) an alternative day in the same two week cycle; or
- (c) an alternative day in the next two week cycle.

Amenities

51.6 RMS provides a "clean/dirty" area for Employees to store personal clothing separate from protective clothing. This area shall have sufficient washing and showering facilities separated from all dirty sections of the area.

51.7 Employees shall be provided with the following breaks, in addition to any other breaks in this clause:

- (a) a five minute break before lunch to wash and put away personal belongings, or a ten minute break if the Employee was performing tasks associated with lead paint removal (as outlined in subclause 24.5), to shower and put away personal belongings;
- (b) a ten minute break before finishing time to shower, and
- (c) enough time before lunch and finishing time to reach an area from the Employee's place of work on the bridge.

51.8 Employees shall be provided with a separate area for the storage of clothes, tools and food. This area must not contain painting materials.

51.9 If Employees are required to work temporarily from another location that is not the Sydney Harbour Bridge Maintenance office, the Employee will be entitled to be reimbursed all fares actually and necessarily incurred to travel to the other location.

52. Traffic Signals Employees

52.1 This clause applies to Employees who are engaged as Traffic Signals Technicians' Assistants, and does not apply to any other Employee.

52.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.

52.3 If an Employee is a Traffic Signals Technicians' Assistant:

- (a) an afternoon shift finishes after 6:00pm and at or before midnight
- (b) a night shift finishes after midnight and at or before 8:00am
- (c) regular afternoon or night shifts apply which are a normal feature of the Employee's work, occur five nights each week and are in operation for more than four consecutive weeks.

52.4 If an Employee works regular afternoon or night shifts, the Employee is paid at the normal rate plus 15%. Any work other than regular afternoon or night shifts is paid as follows:

- (a) the first five shifts are paid at time-and-a-half.
- (b) more than five shifts and up to four weeks are paid at the ordinary rate plus 20%.
- (c) more than four weeks are paid at the ordinary rate plus 15%.

52.5 If an Employee works only night shifts, the Employee is paid at the normal rate plus 30% for each shift the Employee works.

52.6 Saturday time is:

- (a) worked between Friday midnight and Saturday midnight.
- (b) paid at time-and-a-half for normal rostered shifts.

52.7 Sunday time is:

- (a) worked between Saturday midnight and Sunday midnight.
- (b) paid at double-time.

53. Traffic Emergency Patrollers

53.1 This clause applies to Employees who are engaged as Traffic Emergency Patrollers (TEPs), and does not apply to any other Employee.

53.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.

53.3 If an Employee is a TEPs, the Employee is either a:

- (a) shift worker engaged on a combination of morning and afternoon shifts, or
- (b) continuous shift worker engaged on a 24 hour, 7 day, rotating roster.

53.4 An Employee is not required to work more than 6 consecutive days during the Employee's roster cycle.

53.5 Employees' working hours and shift allowances are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 1:00pm	ordinary rate plus 12.5%
Night	at or after 4:00pm	ordinary rate plus 15%

53.6 Employees will be paid at time-and-a-half of the ordinary pay rate for all ordinary time worked on Saturday.

53.7 Employees will be paid at double the ordinary pay rate for all ordinary time worked on a Sunday.

53.8 Employees will be paid at double-time-and-a-half of the ordinary pay rate for all ordinary time worked on a Public Holiday.

53.9 Employees will be allowed and paid a crib break in accordance with subclause 19.13 above.

53.10 Shift rosters operate in the following manner:

- (a) Employees are rostered to work shifts as required by RMS.
- (b) Notice of shifts to be worked is given at least seven days in advance.
- (c) If less than seven days notice is given of shift changes, an Employee is paid at the same rate as the Employee's previous shift, provided it is greater.

53.11 If an Employee is rostered on a special or spare shift and the Employee is directed to work another shift which:

- (a) pays a lesser pay rate, then the Employee is entitled to retain the pay rate of the Employee's normal shift.
 - (b) has a greater penalty, then the Employee is entitled to the higher pay rate based on the inclusion of the penalty for the shift the Employee actually worked.
- 53.12 If an Employee is directed to temporarily work a shift that pays a lesser pay rate, the Employee is entitled to retain the pay rate of the Employee's normal shift.
- 53.13 If an Employee is directed to work at an alternative location, the Employee is paid the appropriate fares to the new destination, in accordance with the provisions outlined in clauses 27, 28 and 29.
- 53.14 If an Employee is required to change their shift and/or location with less than 48 hours notice, the Employee is paid an additional 3 hours at the Employee's ordinary/unloaded pay rate, in addition to the provisions outlined above, in recognition of any inconvenience caused by the change to the Employee's shift pattern.
- 53.15 A full time Employee who ordinarily works a roster with a day on which a Public Holiday is proclaimed, but is rostered off on that day, will be entitled to time off in lieu, for this time up to a maximum of 7.6 hours. The time off in lieu shall be taken at a time nominated by the Employee's manager and subject to operational requirements.

54. Tow Truck Employees

- 54.1 This clause applies to Employees who are engaged as Tow Truck Drivers or Tow Truck Attendants (Tow Truck Employees), and does not apply to any other Employee.
- 54.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.
- 54.3 If an Employee is a Tow Truck Driver or Tow Truck Attendant the Employee is engaged on a 24 hour, 7 day, rotating roster.
- 54.4 Tow Truck Employees shall not be required to work more than 6 consecutive days during the roster cycle.
- 54.5 The working hours and shift allowances for Tow Truck Staff are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 12 Noon	ordinary rate plus 15%
Night	at or after 6:00pm	ordinary rate plus 20%

- 54.6 Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay.
- 54.7 Payment for all time worked on a Sunday shall be at the rate of double the ordinary rate of pay.
- 54.8 Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one-half of the ordinary rate of pay.
- 54.9 Employees will be allowed and paid a crib break in accordance with clauses 19.13, above.
- 54.10 Shift rosters shall operate in the following manner:
- (a) Employees shall be rostered to work shifts as required by RMS.
 - (b) notice shall be given of shifts to be worked at least 7 days in advance.

- (c) where notice is given of a change in shift with less than 7 days notice, any shift so worked shall be paid at the rate of the previously rostered shift, provided it is greater.
- 54.11 If an Employee is rostered on a relief line and the Employee's shifts, as notified in subclause 54.10 above, are changed with less than 7 days notice the Employee will be paid at the rate of the previously rostered shift providing that it is greater.
- 54.12 Where an Employee is directed to work at an alternate location, the Employee will be paid the appropriate fares to the new destination in accordance with the provisions outlined in clauses 27, 28 and 29.
- 54.13 Where an Employee is required to change shift and/or location with less than 48 hours notice, the Employee will be paid an additional 3 hours at the unloaded rate of pay, in addition to the provisions outlined in subclause 54.11 above, in recognition of any inconvenience caused by the alternation to the shift pattern.
- 54.14 A full time Employee who ordinarily works a roster with a day on which a Public Holiday is proclaimed, but is rostered off on that day, will be entitled to time off in lieu, for this time up to a maximum of 7.6 hours. The time off in lieu shall be taken at a time nominated by the Employee's manager and subject to operational requirements.

PART B

PAY RATES AND ALLOWANCES

MONETARY RATES

Table 1 - Rates of Pay, Non Trades (not applicable to Broken Hill Workshop Employees)

Pay Point	Positions	Current Weekly Rates	Weekly Rates effective from the first full pay period on or after 1-Jul-22 and inclusive of 2.53% increase
		\$	\$
1	Roadworker Grade 1 Sydney Harbour Bridge Worker Grade 1	1155.30	1184.50
2	Roadworker Grade 2 Sydney Harbour Bridge Worker Grade 2	1186.30	1216.30
3	Roadworker Grade 3 Linemarker Grade 1 Building Attendant Sydney Harbour Bridge Worker Grade 3	1217.40	1248.20
4	Bridge Worker Grade 4 Technician's Assistant Grade 1 Works Assistant Grade 1 Road Worker Grade 4 Plant Operator Grade 1 Roller Operator Tow Truck Attendant	1248.60	1280.20
	Linemarker Grade 2 Storeperson Grade 1 Sydney Harbour Bridge Worker Grade 4		
5	Bridge Worker Grade 5 Technician's Assistant Grade 2 Road Worker Grade 5 Plant Operator Grade 2 Truck Driver (MR General)	1280.00	1312.40

	Truck Driver (Stores) Linemarkers Grade 3 Storeperson Grade 2 Rigger Grade 1 Traffic Emergency Patroller		
6	Technician's Assistant Grade 3 Works Assistant Grade 2 Bituminous Spray Operator Plant Operator Grade 3 Truck Driver (MR Gang Truck) Truck Driver (HR Truck - General) Water Cart Operator Snowplough Operator Rigger Grade 2 Truck Mounted Attenuator (TMA) Operator	1311.00	1344.20
7	Works Assistant Grade 3 Truck Driver (HR Gang Truck) Truck Driver (Semi Trailer) Rigger Grade 3	1342.60	1376.60
8	Rigger Grade 4 Bitumen Spray Driver Finishing Grader Operator Truck Driver (Tow Truck) Barrier Transfer Operator	1373.60	1408.40
9	Truck Driver (Road Train) Team Leader (Rigger) Team Leader Grade 1 Team Leader (Stores) Traffic Emergency Patroller (Team Leader)	1405.00	1440.50
10		1436.00	1472.30
11		1467.10	1504.20
12	Team Leader Grade 2 Team Leader (Tow Trucks) Team Leader Barrier Transfer Operator	1498.50	1536.40

Table 2 - Rates of Pay, Trades (not applicable to Broken Hill Workshop Employees)

Pay Point	Positions	Current Weekly Rates	Weekly Rates effective from the first full pay period on or after 1-Jul-22 and inclusive of 2.53% increase
		\$	\$
1	Painter Grade 1 Traffic Facilities Painter Grade 1	1257.80	1289.60
2	Plasterer Grade 1	1278.70	1311.10
3	Mechanical Trades Grade 1 Fitter Grade 1	1285.20	1317.70
4	Painter Grade 2	1288.90	1321.50
5	Signwriter Grade 1	1295.20	1328.00
6	Metal Fabricator Grade 1 Plumber Grade 1	1298.20	1331.00
7	Shipwright Grade 1	1309.50	1342.60
8	Painter Grade 3 Traffic Facilities Painter Grade 2	1320.60	1354.00
9	Bridge Maintenance Welder Grade 1 Construction Carpenter Grade 1	1322.00	1355.40

10	Electrician Grade 1	1350.00	1384.20
11	Painter Grade 4 Traffic facilities Painter Grade 3	1351.90	1386.10
12	Mechanical Trades Grade 2 Fitter Grade 2	1354.30	1388.60
13	Signwriter Grade 2	1359.80	1394.20
14	Metal Fabricator Grade 2 Plumber Grade 2	1363.20	1397.70
15	Bridge Maintenance Welder Grade 2 Construction Carpenter Grade 2	1388.20	1423.30
16	Signwriter Grade 3	1392.20	1427.40
17	Electrician Grade 2	1417.50	1453.40
18	Construction Carpenter Grade 3	1421.10	1457.10
19	Mechanical Trades Grade 3 Fitter Grade 3	1422.40	1458.40
20	Plumber Grade 3	1428.20	1464.30
21		1467.10	1504.20
22	Electrician Grade 3	1484.60	1522.20
23		1490.00	1527.70
24	Plumber (Team Leader) Mechanical Trades Team Leader Fitter (Team Leader) Painter (Team Leader) Bridge Maintenance Welder (Team Leader) Metal Fabricator (Team Leader) Construction Carpenter (Team Leader) Shipwright (Team Leader) Signwriter (Team Leader) Traffic Facilities Painter (Team Leader)	1498.50	1536.40
25	Electrician (Team Leader)	1552.10	1591.40

Table 3 - Rates of Pay, Broken Hill Workshop Employees Only

Positions	Current Weekly Rates	Weekly Rates effective from the first full pay period on or after 1-Jul-22 and inclusive of 2.53% increase
	\$	\$
Tradesperson		
Plant Mechanic	1387.50	1422.60
Boilermaker	1387.50	1422.60
Carpenter	1387.50	1422.60
Painter	1387.50	1422.60
Electrical Fitter	1412.30	1448.00
Plant Operator		
Mobile Crane Operator	1248.20	1279.80
General		
Storeman	1226.20	1257.20
Cleaner	1231.70	1262.90
Labour (Fitter/Plant Mechanic)	1203.30	1233.70
General Labour	1193.90	1224.10
Labourer (Testing Laboratory)	1193.90	1224.10
Labourer Junior Male (19/21 years)	1072.00	1099.10
Labourer Hammer & Drill	1218.00	1248.80
Labourer (Proline Borer or Benkleman Beam)	1239.10	1270.40
Apprentice - School Certificate		

Year 1	736.30	754.90
Year 2	888.80	911.30
Year 3	1041.20	1067.50
Year 4	1193.90	1224.10
Apprentice -Higher School Certificate		
Level		
Year 1	888.80	911.30
Year 2	1041.20	1067.50
Year 3	1193.90	1224.10
Year 4	1346.10	1380.20

Table 4 - Rates of Pay, Apprentices (not applicable to Broken Hill Workshop Employees)

Pay Point	Positions	Current Weekly Rates	Weekly Rates effective from the first full pay period on or after 1-Jul-22 and inclusive of 2.53% increase
		\$	\$
1	Apprentice 1st Year Painter/Decorator Signwriter	563.10	577.30
2	Apprentice 1st Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	572.90	587.40
3	Apprentice 1st Year Bricklayer Civil Construction	580.30	595.00
4	Apprentice 1st Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	590.80	605.70
5	Apprentice 1st Year Carpenter/Joiner Shipwright	615.20	630.80
6	Apprentice 1st Year Bridge & Wharf Carpenter	627.90	643.80
7	Apprentice 2nd Year Painter/Decorator Signwriter	729.80	748.30
8	Apprentice 2nd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	739.50	758.20
9	Apprentice 2nd Year Bricklayer Civil Construction	746.70	765.60
10	Apprentice 2nd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker	757.20	776.40

	Sheetmetal Worker Blacksmith Trimmer Welder Plumber		
11	Apprentice 2nd Year Carpenter/Joiner Shipwright	782.10	801.90
12	Apprentice 2nd Year Bridge & Wharf Carpenter	794.60	814.70
13	Apprentice 3rd Year Painter/Decorator Signwriter	926.30	949.70
14	Apprentice 3rd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	936.20	959.90
15	Apprentice 3rd Year Bricklayer Civil Construction	943.00	966.90
16	Apprentice 3rd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	953.90	978.00
17	Apprentice 3rd Year Carpenter/Joiner Shipwright	977.90	1002.60
18	Apprentice 3rd Year Bridge & Wharf Carpenter	990.50	1015.60
19	Apprentice 4th Year Painter/Decorator Signwriter	1062.40	1089.30
20	Apprentice 4th Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	1072.40	1099.50
21	Apprentice 4th Year Bricklayer Civil Construction	1079.50	1106.80
22	Apprentice 4th Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer	1090.60	1118.20
	Welder Plumber		
23	Apprentice 4th Year Carpenter/Joiner Shipwright	1114.80	1143.00
24	Apprentice 4th Year Bridge & Wharf Carpenter	1126.70	1155.20

Table 5 - Other Rates and Allowances (not applicable for Broken Hill Workshop Employees)

^	To be updated in accordance with the CE Wages Staff (Rates of Pay) Award		
*	To be updated in accordance with the NSW Treasury Circulars		
~	To be updated in accordance with clause 23.2 of the CE (Skilled Trades) Award		
Clause	Description	Current Rates \$	Rates effective from the first full pay period on or after 1 July 2022 and inclusive of 2.53% increase \$
Other Rates			
24.1	Sydney Harbour Bridge Allowance Sydney Harbour Bridge Maintenance Staff	229.70	235.51
Allowances			
24.5	Lead Paint Removal Allowance (per hour)	2.7218	2.79
24.6	Asbestos Materials Tradespersons	1.1192	1.15
24.7	Asbestos Eradication Tradespersons	3.0122	3.094
24.3	Asphalt Plant Repairs Tradespersons	1.1192	1.15
24.8	Long/Wide Loads Allowance Transport Workers 2.90m wide or 18.29m long or 4.30m high minimum payment	2.85 11.40	2.92 11.69
	3.36m wide or 21.34m long or 4.58m high minimum payment	5.31 21.30	5.44 21.84
20.13 & 20.14	Meal Allowance		
(a)	First meal	16.55	17.00 [^]
(b)	Subsequent meal	14.20	14.60 [^]
27.2(b)	Fares		
	per week	12.00	12.50
	per day	2.40	2.50
27.3	Travelling Allowance 3 but not more than 10 km More than 10 but not more than 20km More than 20 km but not more than 30km More than 30km but not more than 40km More than 40km but not more than 50km More than 50km but not more than 60km More than 60km but not more than 70km More than 70km but not more than 80km More than 80kms but more than 90km More than 90km but not more than 100km	4.20 8.30 12.40 16.50 20.70 24.80 29.00 33.00 37.20 41.30	4.40 8.70 12.90 17.20 21.60 25.90 30.30 34.50 38.80 43.10
29	Distant Work Board & Lodging Broken parts of week where camp not provided	840.55 120.08	* *
	Breakfast	25.75	*
	Lunch	29.35	*
	Dinner	50.65	*
	Incidentals	8.00	*
	Private Vehicle over 2700cc	0.288	*
	Private Vehicle 1600cc - 2700cc	0.288	*
	Private Vehicle under 1600cc	0.288	*
Other Conditions			
24.4	First Aid Allowance	4.00	4.10

31.1(c)	Insuring Tools Reimbursement for Loss	1984.85	2049.00 ~
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APPENDIX A

Workplace Reform

1. Benchmarking

The parties agree to co-operate in benchmarking processes to measure performance of RMS Road Services Business Units against other public and private sector road services providers.

2. Process Improvement

RMS, Unions and Employees are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which result in improvement in productivity and/or the elimination of duplication and waste. The regional consultative groups monitor the development and implementation of process improvement and provide appropriate updates, reports and recommendations to the SBU.

3. Performance Planning & Feedback

- 3.1 RMS will implement a performance planning and feedback scheme that applies to all wages staff and is:
- (a) implemented in consultation with the unions that will link performance in the workplace with the goals of RMS, its regions and work units;
 - (b) supported by appropriate training; and
 - (c) evaluated and monitored by the SBU.
- 3.2 This scheme recognises and reflects the increasing importance of teams in RMS and their contribution to service and quality.
- 3.3 The parties are committed to:
- (a) ensuring teams and Employees understand the relationship or interdependence of their role with other teams and Employees;
 - (b) clearly defining expectations for each team and Employee against the agreed goals of RMS and productivity standards;
 - (c) ensuring each team and Employee clearly understands RMS's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals;
 - (d) obtaining feedback from teams and Employees on RMS's work practices, management practices and possible innovations; and
 - (e) encouraging teams and Employees to participate in their work unit's decision making process.

4. Conditions of Employment

- 4.1 The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes are:
- (a) developed and implemented in consultation with the unions to link performance in the workplace with the goals of RMS;
 - (b) evaluated and monitored by the SBU.

4.2 In making this commitment, the parties accept, in principle, the need to:

- (a) review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources;
- (b) review and rationalise administrative procedures;
- (c) reduce and update documentation;
- (d) ensure, where possible, consistent working conditions for all wages staff;
- (e) provide opportunities for all Employees to better manage their working and personal lives;
- (f) review current work patterns to investigate flexible work arrangements which better meet Employees and customers' needs.

5. Workplace Health & Safety

5.1 RMS is committed to ensuring the health, safety and wellbeing of its staff in the workplace. This is achieved by:

- (a) implementation of appropriate health and safety practices and procedures;
- (b) appropriate management policies and practices; and
- (c) the active and constructive involvement of all wages staff; and
- (d) management and wages staff representatives' participation on occupational health and safety committees.

5.2 RMS encourages Employees to take a constructive role in promoting improvements in work health, safety and welfare to assist RMS in achieving a healthy and safe working environment.

6. Contracting Out

6.1 Application and Definition

- (a) For the purpose of this clause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.

6.2 Considering Proposal to Contract Out Work

- (a) Where RMS determines it intends to pursue a proposal to contract out work, subject to Government Approval, relevant unions and affected Employees will be notified. Sufficient time will be provided to relevant unions and affected Employees to discuss RMS's intention to pursue a proposal to contract out work.

6.3 Decision to Contract Out Work

- (a) Once RMS has finalised a proposal and has made a decision to contract out work, RMS agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work. This does not require the disclosure of confidential or commercial in confidence information.
- (b) Prior to implementation of a proposal to contract out work, RMS will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.

- (c) Subject to reasonable notice and operational requirements, RMS agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 6.3(b) above.

6.4 Dispute Settlement Procedure

- (a) Any issues or matters in dispute should be dealt with under the Dispute Settlement Procedure in clause 47 of this Award.

7. Contractors Protocol

7.1 Where work is to be carried out by contract, including sub-contract, RMS:

- (a) abide by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.
- (b) ensures that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying the rates and providing conditions contained in the appropriate award and/or registered industrial agreement, as well as complying with other statutory provisions and RMS specified standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards and the provisions set out in clause 7, Work Health and Safety.
- (c) on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RMS standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards takes necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract is implemented, if appropriate.

8. Unplanned Absenteeism (Sick Leave)

The parties are committed to implementing tailored strategies to reduce the level of sick leave being taken by Employees.

Employees who have a good sick leave record who have been suffering from a genuine prolonged illness shall, subject to Chief Executive approval, continue to be entitled to additional paid sick leave should they exhaust their existing paid sick leave entitlement.

9. Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between RMS's corporate directorates and Operations and Services Directorate, regional and frontline areas to ensure timely and accurate upward and downward feedback.

10. Field Input Data Operation

The parties agree to fully implement data collection and analysis systems to improve scheduling and prioritising of maintenance works.

11. Alliance Model

The parties agree to fully implement the Alliance Model of work whereby RMS staff work alongside private industry parties in order to achieve the outcomes of RMS.

(1923)

SERIAL C9642

HY-TEC INDUSTRIES PTY LTD - MAXI CONCRETE CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

AWARD REPRINT

This reprint of the consolidated contract determination is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 5 May 2023.

E. ROBINSON, *Industrial Registrar*.

Award/Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9334	19/11/21	5 July 2021	390	1316
C9621	31/03/23	6 February 2023	393	1741

DETERMINATION

Index

Clause No.	Subject Matter
1.	Definitions and Interpretation
2.	Duties and Responsibilities
3.	Introduction of Vehicles to the Fleet
4.	Mini Trucks
5.	Operational Matters
6.	Contract Carrier Driver and Substitute Driver
7.	Fleet
8.	Painting of Vehicle
9.	Maintenance
10.	Uniforms
11.	Safety Equipment
12.	Insurance
13.	Compliance with Laws
14.	Payment of Contract Carrier
15.	Dispute Resolution
16.	Agitator
17.	Finance
18.	Environmental Protection
19.	Occupational Health and Safety
20.	Training
21.	Liability
22.	Reporting
23.	Contract Administration
24.	Area Incidence and Duration

SCHEDULE 1 - RATES, SURCHARGES AND FEES

SCHEDULE 2 - RMS AUTHORISATION

1. Definitions and Interpretation

1.1 Definitions

In this Contract Determination:

"Agitator" means an assembly mounted on the chassis of the Vehicle (including, but not limited to, the barrel, hydraulic system, loading hopper and A-frame) with the rated mixing capacity and other specifications nominated by Hy-Tec;

"Agitator Party" means either Hy-Tec or the Contract Carrier as nominated by Hy-Tec;

"Approval" means any licence, permit, consent, approval, determination, certificate or permission from any Authority (including any conditions or requirements of any Approval);

"Authority" means any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality;

"Breach" means any breach of the terms of this Contract Determination or any part of the Policies and Procedures or any Law;

"Business Day" means any day except Saturday or Sunday or a day that is a Public Holiday in New South Wales;

"Cartage Contract" means a contract between Hy-Tec and a Contract Carrier for the Contract Carrier to provide Services to Hy-Tec in accordance with the terms of this Contract Determination;

"Company Trucks" means trucks owned and operated by Hy-Tec;

"Concrete" means a mixed, blended or batched product that, regardless of any other constituent, contains:

- (a) cement, aggregate, sand and water;
- (b) mortar containing cement, sand and water;
- (c) grout containing cement, sand and water;
- (d) slurry containing cement and water; or
- (e) binders containing cement and sand,

regardless of the method of production, laying or description of the finished product in which that product is to be used;

"Contract Carrier" means a Contract Carrier operating a Maxi Truck engaged by Hy-Tec to provide the Services in accordance with the terms of this Contract Determination;

"Contract Carrier Driver" means a director and controlling shareholder of the Contract Carrier who is engaged by the Contract Carrier, with Hy-Tec's prior consent, as the driver of the Vehicle;

"Contract Carrier Executive" means the representatives nominated by a majority of the Contract Carriers from time to time;

"CPI" means the consumer price index, all groups, Sydney;

"Delivery Docket" means the docket issued by Hy-Tec to the Contract Carrier Driver setting out details of:

- (a) Hy-Tec's customer;
- (b) the delivery address;
- (c) the Concrete specifications;
- (d) the Concrete quantity;
- (e) whether delivery is to be on a cash on delivery (COD) basis; and
- (f) any other information which Hy-Tec considers necessary;

"Driver" means the Contract Carrier Driver and/or a Substitute Driver;

"Home Plant" means the Plant at which the Contract Carrier must start providing the Services on each Working Day;

"Hy-Tec Colours" means the colours determined by Hy-Tec from time to time;

"Hy-Tec Logos" means the logos determined by Hy-Tec from time to time;

"Hy-Tec's Fleet" means the fleet of vehicles used by Hy-Tec to deliver Concrete to Hy-Tec's customers (including Company Trucks, Mini Trucks and vehicles owned by Contract Carriers);

"Hy-Tec's Representative" means the representative nominated by Hy-Tec from time to time;

"Law" means national, federal (including Commonwealth), state, territory or local government legislation, statutes, ordinances and other laws including regulations, by-laws and other subordinate legislation or law;

"Mini Truck" means a truck with a maximum legal payload of less than 3 cubic metres;

"Maxi Truck" means a truck other than a Mini Truck;

"Normal Working Hours" means Monday to Friday 6am to 4pm, Saturday 6am to 12pm, and any scheduled additional hours;

"Policies and Procedures" means Hy-Tec's policies and procedures in relation to the Services as notified by Hy-Tec to the Contract Carrier from time to time;

"Plant" means the batching plant from which deliveries of Concrete are despatched;

"Public Holidays" means a day which is a gazetted public holidays in New South Wales (including Easter Saturday) and including up to a total of ten (10) public holidays per annum;

"Rate" means the rates set out in Schedule 1;

"Services" means using the Vehicle to deliver Concrete to Hy-Tec's customers in accordance with Hy-Tec's directions;

"Standby Time" means time which is spent by the Contract Carrier waiting for the Vehicle to be loaded with Concrete outside of Normal Working Hours when Hy-Tec has requested the Contract Carrier to provide Services outside of Normal Working Hours;

"Substitute Driver" refers to a driver engaged by the Contract Carrier, with Hy-Tec's prior written consent, for the purposes of providing temporary relief for the Contract Carrier Driver;

"Surcharges and Fees" means the surcharges and fees set out in Schedule 1;

"Vehicle" means the vehicle owned and operated by the Contract Carrier for the purposes of providing the Services;

"Vehicle Specification" means the specifications for the Vehicle as determined by Hy-Tec;

"Working Day" means each day of the Working Week;

"Working Week" means six (6) days per week, from Monday to Saturday, with Normal Working Hours; and

"Yard Delegate" means the representative nominated by the Contract Carriers in respect of any Plant from time to time.

1.2 Interpretation

In this Contract Determination, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract Determination, and a reference to this Contract Determination includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to Sydney, New South Wales, Australia time;
- (g) a reference to a party is to a party to this Contract Determination, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract Determination or any part of this Contract Determination; and
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

2. Duties and Responsibilities

2.1 Incorporation and ABN

The Contract Carrier must:

- (a) be an incorporated entity with the Contract Carrier Driver as a director and controlling shareholder at all times; and
- (b) maintain an Australian Business Number at all times.

2.2 Vehicle

The Contract Carrier must supply the Vehicle:

- (a) in accordance with the Vehicle Specifications;
- (b) in accordance with the legal requirements for the relevant maximum legal payload; and
- (c) which must not at any time be more than 14 years old.

2.3 Replacement Vehicle

The Contract Carrier must obtain Hy-Tec's prior written consent before the Contract Carrier replaces the Vehicle.

2.4 Replacement Vehicle Specifications

If the Contract Carrier replaces the Vehicle, the Contract Carrier must acquire, install, maintain and repair the rear mounted power take off:

- (a) to enable the Agitator Party to attach all equipment necessary to operate the Agitator; and
- (b) with flange suitable to attach a drive shaft,

and this will represent the limit of the Contract Carrier's responsibility to provide equipment in relation to the Agitator unless the Contract Carrier is the Agitator Party.

2.5 Labour

The Contract Carrier must supply all labour necessary to provide the Services in accordance with Hy-Tec's requirements.

2.6 Annual Minimum

The Contract Carrier must provide the Services for a minimum period of fifty (50) Working Weeks per year and must ensure the Contract Carrier Driver is the driver of the Vehicle for a minimum of (48) Working Weeks per year.

2.7 Standards

The Contract Carrier must:

- (a) ensure all Services are performed with reasonable skill, care and diligence at all times; and
- (b) comply with the Policies and Procedures at all times.

2.8 Home Plant

If an Existing Contract Carrier is, prior the commencement of this Contract Determination, already providing the Services by starting each Working Day at a particular Plant, that Plant will be the Contract Carrier's Home Plant. Hy-Tec may change the Contract Carrier's Home Plant at any time for business or operational reasons.

2.9 Plant Transfers

If Hy-Tec directs the Contract Carrier to work from a Plant other than the Contract Carrier's Home Plant for one or more Working Days up to a maximum of 12 Working Days, the Contract Carrier must work from the Plant nominated by Hy-Tec for those Working Days and Hy-Tec will pay the Contract Carrier the Truck Transfer Fee for the first Working Day unless Hy-Tec is able to provide an initial load to the Contract Carrier from the Home Plant in which case Hy-Tec will not pay any transfer fee to the Contract Carrier.

2.10 Loading Order

- (a) The initial daily starting order will be in accordance with a cyclic roster.
- (b) Thereafter all trucks will be loaded in order of their return to the plant with the exception of:
 - (i) Mini mix loads (less than 3 cubic metres)
 - (ii) Single load or message greater than the mixer capacity or legal carrying capacity of the truck next in line.
 - (iii) Trucks with returned concrete.
 - (iv) Notation: where the last load of the day or message can be sent in one (1) load so as to avoid extra cartage costs then Hy-Tec has the right to nominate a truck to take the load even though that truck is not the next in line in the roster. If sending the load in more than one truck will not involve extra cartage cost then the loading order will not change.
 - (v) the circumstances set out in paragraph 2.10(c) below.
- (c) Hy-Tec will operate a fleet of Company Trucks driven by Hy-Tec's employees. This fleet of Company Trucks will work in all rosters on the same basis as the Contract Carrier fleet in accordance with clauses 2.10 (a) and (b) provided that where the needs of the business make it necessary, Hy-Tec has the right to change the order of any Company Truck provided that Hy-Tec does not exercise this right to diminish the utilisation of any Contract Carrier in the cyclic roster.
- (d) Subject to paragraphs 2.10(b) and (c), Hy-Tec's Company Trucks will not be preferentially loaded.
- (e) The initial loading time and the initial plant from which such loading shall take place will be notified by Hy-Tec to each Contract Carrier before the close of business on the previous day.

2.11 Concrete

Concrete will always remain the property of Hy-Tec.

3. Introduction of Vehicles to the Fleet

3.1 Larger Vehicles

If Hy-Tec or one or more Contract Carriers wishes to introduce larger vehicles to Hy-Tec's Fleet then the following procedure and principles will apply:

- (a) Hy-Tec will have the right to introduce Hy-Tec's own larger vehicles to Hy-Tec's Fleet as Company Trucks;
- (b) there will be consultation between Hy-Tec and the Contract Carrier Executive before the vehicles are purchased and used in Hy-Tec's Fleet.
- (c) if as a result of the consultation process, Hy-Tec agrees one or more Contract Carrier may purchase a larger vehicle, each Contract Carrier will have the opportunity to purchase the larger vehicles on the basis of Plant seniority;
- (d) Hy-Tec will not unreasonably restrict any Contract Carrier from owning and operating larger vehicles in Hy-Tec's Fleet; and
- (e) the aim of introducing larger vehicles must be to improve the overall business of Hy-Tec.

3.2 New Contract Carriers

To avoid any doubt, Hy-Tec may, in its complete discretion, introduce additional Contract Carriers to Hy-Tec's Fleet.

4. Mini Trucks

- (a) If Hy-Tec wishes to add Mini Trucks to Hy-Tec's Fleet, there will be consultation between the parties before the Mini Trucks are purchased and used in Hy-Tec's Fleet.
- (b) Mini Trucks will operate on a cyclic roster applying only to Mini Trucks.

5. Operational Matters

5.1 Appearance

The Contract Carrier must ensure the Drivers always maintain a neat and clean appearance when providing the Services.

5.2 Deliveries

- (a) The Contract Carrier must not leave the Plant to deliver Concrete without the Delivery Docket.
- (b) The Contract Carrier must comply with Hy-Tec's reasonable requests regarding completion and management of Delivery Dockets.
- (c) The Contract Carrier must collect monies for COD deliveries in accordance with the Policies and Procedures.
- (d) The Contract Carrier must ensure that each load of Concrete is properly mixed and that the slump is as required by Hy-Tec.
- (e) The Contract Carrier must report, as soon as possible, all shortages, queries and incorrect slumps of Concrete to the person nominated by Hy-Tec.
- (f) Hy-Tec will maintain a written procedure on slump and ensure that a copy of the procedure is provided to the Contract Carrier.

- (g) Hy-Tec will endeavour to have the correct delivery address, map reference and any relevant delivery instructions clearly printed on all Delivery Dockets at all times.

5.3 Inability to Effect a Delivery

- (a) If a delivery is delayed or deferred for any reason, the Contract Carrier must immediately notify Hy-Tec to enable Hy-Tec to provide an explanation to Hy-Tec's customer.
- (b) Hy-Tec will advise the Contract Carrier, as early as possible, of any urgent or special instructions required for any particular customer.
- (c) If the Contract Carrier considers a delivery would involve an unreasonable risk of damage to property or injury to persons, the Contract Carrier must act in accordance with the Policies and Procedures.

5.4 Worksheets and Freight Notes

- (a) The Contract Carrier agrees to correctly complete, retain and forward to Hy-Tec all Delivery Dockets, worksheets and any other documents reasonably required by Hy-Tec.
- (b) The Contract Carrier agrees to make every endeavour to obtain a customer's signature on the Delivery Docket on delivery of Concrete.

5.5 Responsibility for Concrete

The Contract Carrier agrees to exercise all reasonable skill, care and diligence in the carriage and safe keeping of Concrete.

5.6 Damage to Concrete

The Contract Carrier will indemnify Hy-Tec for the cost of any Concrete which, as a result of the proven fault of the Contract Carrier, has:

- (a) a slump which does not comply with the requirements of AS1379; or
- (b) been damaged (as may be evidenced by a visual inspection which shows problems including, but not limited to, a change in colour, a change in proportion of stone or sand or a change in the size of the load).

6. Contract Carrier Driver and Substitute Driver

- (a) The Contract Carrier acknowledges that the duties and obligations of the Contract Carrier under this Contract Determination extend to the Contract Carrier Driver and any Substitute Driver engaged by the Contract Carrier
- (b) The Contract Carrier will be responsible and liable for all acts and omissions of the Contract Carrier Driver and any Substitute Driver as if the acts or omissions were acts or omissions of the Contract Carrier.
- (c) The Contract Carrier must obtain Hy-Tec's prior written approval before the Contract Carrier engages the Contract Carrier Driver or Substitute Driver.
- (d) If Hy-Tec reasonably considers the Contract Carrier Driver is, or has been, unable to drive for an extended period or consistently to Hy-Tec's roster, the Contract Carrier must make an application to Hy-Tec for approval to engage a Substitute Driver.
- (e) If the Contract Carrier requests Hy-Tec to approve a potential Substitute Driver, Hy-Tec may approve or reject the Substitute Driver in Hy-Tec's reasonable discretion after taking into consideration the

Contract Carrier's obligations under this Contract Determination and any potential hardship to the Contract Carrier.

7. Fleet

- (a) Subject to clause 3, Hy-Tec may make changes to Hy-Tec's Fleet (including, but not limited to, changing the ratio of Contact Carriers to Company Trucks and changing the nature, size and configuration of trucks) after consultation with the Contract Carrier Executive.
- (b) Hy-Tec will not make changes to Hy-Tec's Fleet in accordance with subclause 7(a) without a sound business reason for doing so.

8. Painting of Vehicle

8.1 Painting and Logos

- (a) The Contract Carrier agrees to ensure that the Vehicle is painted with Hy-Tec's Colours prior to using the Vehicle to provide Services.
- (b) Hy-Tec will affix Hy Tec's Logos to the Vehicle prior to the Contract Carrier using the Vehicle to provide Services.

8.2 Repainting

- (a) Any repainting of the Vehicle will be at Hy-Tec's discretion.
- (b) The Contract Carrier must arrange for the Vehicle to be repainted with Hy-Tec's Colours and Hy-Tec's Logos by a vehicle painting contractor nominated by Hy-Tec, at Hy-Tec's expense, on Hy-Tec's direction.

8.3 Preparation for Repainting

The Contract Carrier must, at the Contract Carrier's expense, prepare the Vehicle for repainting including, but not limited to, by:

- (a) providing a sound painting surface; and
- (b) cleaning and removing rust and corrosion.

8.4 Removal of Agitator for Repainting

The Agitator Party must remove the Agitator for any repainting of the Vehicle and make good any damage to the Vehicle caused by the removal of the Agitator.

8.5 Delay Caused by Removal of Agitator for Repainting

After the Contract Carrier provides the Vehicle for repainting, Hy-Tec will either (in Hy-Tec's discretion):

- (a) supply a substitute vehicle, if available, to the Contract Carrier and the Contract Carrier will pay to Hy-Tec an amount equal to the running costs set out in the rise and fall of the Rate for the hire of the vehicle for the first eight Working Days and will then for the ninth Working Day, and each subsequent Working Day, the Contract Carrier will not pay to Hy-Tec any amount in respect of the hire of the vehicle; or
- (b) not supply a substitute vehicle and pay the Contract Carrier no compensation for the first eight Working Days and then pay the Contract Carrier the Agitator Breakdown Rate (for a maximum of 8 hours per Working Day) for the ninth Working Day, and each subsequent Working Day,

which the Contract Carrier is unable to use the Vehicle to provide the Services due to the repainting of the Vehicle.

9. Maintenance

9.1 Vehicle and Equipment

- (a) The Contract Carrier must maintain the Vehicle in a safe and good order, condition and appearance at the Contract Carrier's expense.
- (b) The Contract Carrier must keep the Vehicle equipped at all times with all equipment which Hy-Tec reasonably considers necessary for the safe and proper provision of the Services.
- (c) Hy-Tec will provide all cleaning materials for the Contract Carrier to clean the Vehicle.

9.2 Roadworthiness

- (a) Hy-Tec may refuse to load the Vehicle with Concrete if Hy-Tec considers the Vehicle is unroadworthy or defective.
- (b) If Hy-Tec refuses to load the Vehicle in accordance with paragraph 9.2(a), the Contract Carrier must arrange for the Vehicle to be inspected by a qualified heavy vehicle mechanic nominated by Hy-Tec in consultation with the Contract Carrier Executive.
- (c) If an inspection of the Vehicle in accordance with paragraph 9.2(b) shows the Vehicle is not unroadworthy or defective, Hy-Tec will pay the Contract Carrier compensation at the Agitator Breakdown Rate for the period for which Hy-Tec refused to load the Vehicle with Concrete (up to a maximum of 8 hours per Working Day) excluding Public Holidays and designated non-Working Days for the Home Plant.

9.3 Agitator

- (a) The Agitator Party must provide regular maintenance of the Agitator at no cost to the other party.
- (b) The Contract Carrier must maintain the Agitator in a reasonable level of cleanliness.
- (c) Hy-Tec will inspect the Agitator regularly to monitor Concrete build up in the Agitator.
- (d) The Contract Carrier must provide to Hy-Tec a weighbridge certificate showing the gross weight of the Vehicle on each six-month anniversary of the Commencement Date.
- (e) Hy-Tec may weigh the Vehicle at any time to determine the Vehicle's gross weight and tare weights and reduce the Vehicle's load size in accordance with the outcome of any weight determination.
- (f) Hy-Tec will carry out de-dagging of the Agitator if Hy-Tec reasonably considers the Agitator needs de-dagging because of excessive build up of Concrete in the Agitator.
- (g) Hy-Tec will pay for one (1) de-dagging of the Agitator each calendar year and the Contract Carrier must pay the cost of all other de-dagging of the Agitator.
- (h) If there is an excessive build up of Concrete in the Agitator because of peculiarities of the Concrete rather than poor maintenance by the Contract Carrier, there will be consultation between the parties about payment of the Agitator de-dagging expenses.

9.4 Vehicle Costs

The Contract Carrier must pay all costs associated with the running of the Vehicle including, but not limited to, any registration or licence fees associated with any Approvals, road taxes and fines (if any) and all expenses for fuel, oil, tyres, insurances and other running costs.

9.5 Equipment Damage

If either Hy-Tec or the Contract Carrier damages the equipment of the other party, the party at fault will be responsible for the cost of repairs or replacement of the equipment.

10. Uniforms

- (a) The Contract Carrier must ensure the Contract Carrier Driver and any Substitute Driver wear uniforms at all times.
- (b) Hy-Tec will provide a satisfactory quantity of uniforms, with a minimum of six (6) days fresh apparel, and summer and winter options, for the Contract Carrier Driver.
- (c) Any uniforms provided by Hy-Tec to the Contract Carrier will remain the property of Hy-Tec.
- (d) Hy-Tec will replace items of uniforms which Hy-Tec provided to the Contract Carrier if reasonably necessary as a result of fair wear and tear (subject to return of old items).
- (e) If any item of uniform provided by Hy-Tec to the Contract Carrier needs to be replaced other than as a result of fair wear and tear, the Contract Carrier will repair or replace such items at the Contract Carrier's expense.
- (f) The Contract Carrier must ensure all uniforms are clean and tidy at all times.

11. Safety Equipment

- (a) The Contract Carrier must ensure the Contract Carrier Driver and any Substitute Driver wear appropriate safety equipment, including safety boots, at all times.
- (b) Hy-Tec will supply wet weather gear and safety gear, including safety boots for the Contract Carrier Driver.
- (c) Any wet weather gear and safety gear provided by Hy-Tec to the Contract Carrier will remain the property of the Hy-Tec.
- (d) Hy-Tec will replace items of wet weather gear and safety gear which Hy-Tec provided to the Contract Carrier if reasonably necessary as a result of fair wear and tear (subject to return of old items).
- (e) If any item of wet weather gear provided by Hy-Tec to the Contract Carrier needs to be replaced other than as a result of fair wear and tear, the Contract Carrier will repair or replace such items at the Contract Carrier's expense.

12. Insurance

12.1 Required Policies

The Contract Carrier must ensure the Contract Carrier maintains, at the Contract Carrier's expense, the following insurance policies in respect of the Vehicle and all Drivers:

- (a) compulsory third party insurance for the Vehicle as required by any relevant Law;
- (b) comprehensive insurance for the Vehicle for the Vehicle's market value;

- (c) third party property insurance for the Vehicle in the amount of \$20 million (or such higher amount as Hy-Tec may reasonably require from time to time) for each claim or occurrence;
- (d) comprehensive cover for loss and/or damage to the Agitator, which notes the interest of the Agitator Party in the Agitator;
- (e) public liability insurance for claims in respect of loss or damage to real or personal property and/or personal injury or death of any person arising from the performance of the Services in the amount of \$20 million (or such higher amount as Hy-Tec may reasonably require from time to time) for each claim or occurrence and with extensions to cover:
 - (i) damage caused by an Agitator fitted to the Vehicle; and
 - (ii) damage due to incorrect product delivery;
- (f) workers' compensation insurance as required by any relevant state legislation with extensions to cover:
 - (i) the Contract Carrier's liability at common law; and
 - (ii) Hy-Tec's liability (if any) in respect of persons engaged or employed by the Contract Carrier; and
- (g) such other insurances notified in writing by Hy-Tec to the Contract Carrier from time to time.

12.2 Obligation to Provide Copies

The Contract Carrier must provide copies of all insurance policies and certificates of currency in relation to the policies set out in subclause 12.1:

- (a) before the Commencement Date; and
- (b) immediately when the Contract Carrier renews each policy.

12.3 Variation to Required Policies

Hy-Tec may from time to time make reasonable variations to the requirements set out in subclause 12.1 by providing written notice to the Contract Carrier and subclause 12.1 will then operate as if the clause referred to the varied requirements.

12.4 Insured's Obligations

In respect of an insurance policy referred to in subclause 12.1, the Contract Carrier must ensure that the Contract Carrier:

- (a) pays all insurance premiums as and when they fall due;
- (b) complies with all terms of the insurance and all requirements of insurers including in particular those relating to the operation of the Vehicle by any Driver and those relating to disclosure;
- (c) gives immediate written notice to the insurer, with a copy to Hy-Tec, of anything required under any policy; and
- (d) makes available to Hy-Tec on demand copies of all policies, certificates of currency, renewal notes, premium receipts and correspondence relating to the insurance.

12.5 Recommended Policies

The Contract Carrier acknowledges Hy-Tec recommends the Contract Carrier and the Contract Carrier Driver maintains twenty-four hour personal accident and illness insurance.

13. Compliance with Laws

13.1 Compliance

The Contract Carrier must:

- (a) comply with all Laws in relation to the Services;
- (b) obtain all Approvals in relation to the Services;
- (c) ensure the Contract Carrier Driver and any Substitute Driver each hold a current drivers' licence appropriately endorsed or issued in respect of the correct class of vehicle (minimum heavy rigid);
- (d) immediately report any accident to Hy-Tec's Representative and attend to any legal requirements at the scene of the accident (and Hy-Tec will arrange wherever practicable for a representative to attend accidents involving substantial equipment damage or personal injury); and
- (e) ensure each Driver provides Hy-Tec with an executed copy of the approval set out in Schedule 2 prior to providing any Services, to enable Hy-Tec to obtain details from the Road and Traffic Authority of NSW in relation to licence status at random intervals.

13.2 Carrying Capacity

If there are any changes to Laws relating to truck carrying capacities, the Contract Carrier may modify the Vehicle at the Contract Carrier's expense to take advantage of the increased capacity providing that:

- (a) the Vehicle must comply with the Vehicle Specification; and
- (b) if the modifications may affect the configuration of the Vehicle (including, but not limited to, increasing from a six (6) wheel truck to an eight (8) wheel truck), the parties will comply with the procedure and principles set out in clause 3.

14. Payment of Contract Carrier

14.1 Payments

- (a) Hy-Tec will pay to the Contract Carrier the Rate and any applicable Surcharges and Fees on the 15th and last Working Day of the month into the account nominated by the Contract Carrier.
- (b) Hy-Tec will not make any deduction from any payment to the Contract Carrier other than:
 - (i) statutory deductions;
 - (ii) money owed by the Contract Carrier to Hy-Tec in accordance with a court order;
 - (iii) the Contract Carrier's fuel purchases from Hy-Tec; and
 - (iv) deductions authorised by the Contract Carrier in writing.
- (c) Hy-Tec will prepare and give to the Contract Carrier a Recipient Created Tax Invoice (RCTI) setting out daily data, and total data for the relevant period, including docket numbers, quantity of loads, kilometres, extra payments, payment per load and job address. The RCTI will itemise the gross cartage payments due as well as the net payment (after deductions).

- (d) Payment of kilometres travelled will be based on the shortest heavy rigid transport route to site rounded up to the nearest whole kilometre. Hy-Tec will provide an automated docket printout to display details of the relevant transport route. This route will be determined using a computerised mapping program nominated by Hy-Tec which will be considered as the distance calculator for travel routes or distances. If Hy-Tec directs the Contract Carrier to take a particular route, Hy-Tec will pay the Contract Carrier on the basis of the kilometres travelled by the Contract Carrier in taking the route directed by Hy-Tec.
- (e) The Rates set out the method used to calculate the amount to be paid by Hy-Tec to the Contract Carrier for the Services.

15. Dispute Resolution

15.1 Notification of Dispute

If a dispute arises between Hy-Tec and the Contract Carrier, either Hy-Tec or the Contract Carrier may give a formal written notice of dispute to the other party identifying and setting out the details of the dispute.

15.2 Notification of Dispute

If Hy-Tec or the Contract Carrier receives a notification of dispute in accordance with subclause 15.1, Hy-Tec and the Contract Carrier must attempt to resolve the dispute in accordance with the following procedure:

- (a) The Contract Carrier must continue to provide the Services, and each party must comply with all of the party's obligations in accordance with this Contract Determination, at all times even if Hy-Tec and the Contract Carrier are in dispute.
- (b) Hy-Tec and the Contract Carrier must attempt to resolve the dispute as close to the source of the dispute as possible with graduated steps, with reasonable time limits, for further discussion at higher levels of authority.
- (c) If the dispute is not resolved in accordance with paragraph 15.2(b), Hy-Tec will attempt to resolve the dispute in discussion with the Yard Delegate and/or the Contract Carrier Executive.
- (d) If the dispute is not resolved in accordance with paragraph 15.2(c), either Hy-Tec or the Contract Carrier may appoint a third party to assist with the resolution of the dispute (and the Contract Carrier may appoint the TWU as the Contract Carrier's representative);
- (e) If the dispute is not resolved in accordance with paragraph 15.2(d), either Hy-Tec or the Contract Carrier or the TWU may refer the dispute to the Industrial Relations Commission of NSW in accordance with the *Industrial Relations Act 1996* (NSW).
- (f) Hy-Tec and the Contract Carrier will retain all of their rights under the *Industrial Relations Act 1996* NSW at all times.

16. Agitator

16.1 Ownership of Agitator

- (a) The Agitator is the property of the Agitator Party.
- (b) The Agitator Party must pay to install the Agitator on the Vehicle.
- (c) The Agitator Party must make good any damage caused by the removal of the Agitator from the Vehicle.

16.2 Removal of Agitator

If Hy-Tec is the Agitator Party:

- (a) upon receipt of written notice, the Contract Carrier must make available the Vehicle for a reasonable amount of time to allow for the removal of the Agitator and for the making good any damage to the Vehicle caused by removal of the Agitator; and
- (b) Hy-Tec will not be liable for any economic loss or damage suffered by the Contract Carrier as a consequence of Hy-Tec's removal of the Agitator provided that if Hy-Tec retains the Vehicle in excess of two (2) days, Hy-Tec will pay the Contract Carrier at the Agitator Breakdown Rate for each additional Working Day.

17. Finance

17.1 Finance

If the Contract Carrier obtains finance using the Vehicle as security, the Contract Carrier must immediately provide to Hy-Tec written evidence from the financier acknowledging:

- (a) the interest of the Agitator Party in the Agitator; and
- (b) Hy-Tec's interest in any contents of the Agitator.

17.2 Refinance

If the Contract Carrier refinances the Vehicle throughout the term of this Contract Determination, the Contract Carrier will provide the information set out in subclause 17.1 in respect of the new finance arrangement.

18. Environmental Protection

18.1 Hy-Tec's Responsibility

Hy-Tec will provide the Contract Carrier with a written procedure relating to the delivery of Concrete and will ensure that the procedure complies with all requirements of relevant laws in relation to environmental protection and pollution control.

18.2 Contract Carrier's Responsibility

The Contract Carrier must comply with Hy-Tec's reasonable written procedures in relation to environmental protection and pollution control.

19. Occupational Health and Safety

19.1 Hy-Tec's Responsibility

Hy-Tec will establish an occupational health and safety committee with duly elected representatives in each Plant.

19.2 Contract Carrier's Responsibility

The Contract Carrier must comply with Hy-Tec's occupational, health and safety policies and procedures.

19.3 Occupation Health and Safety Committee

- (a) Each Contract Carrier will be eligible for election for membership of the occupation health and safety committee through Hy-Tec's occupational health and safety committee election process.

- (b) Hy-Tec will pay any Contract Carrier elected to membership of the occupational health and safety committee for attendance at meetings of the committee at the rate of the Driver Only Rate.

20. Training

20.1 Acknowledgement

Hy-Tec and the Contract Carrier acknowledge the mutual benefits gained through training and each party commits to training programs to increase the competitive performance of the Hy-Tec and the Contract Carriers.

20.2 Contract Carrier's Responsibility

The Contract Carrier must complete training related to Services as determined by Hy-Tec.

20.3 Unpaid Training

The Contract Carrier must attend training which Hy-Tec reasonably considers essential to the operation of the Services without additional payment (including, but not limited to, driver training on the job, project site inductions, toolbox meetings, and blue card training).

20.4 Paid Training

If Hy-Tec requires the Contract Carrier to attend training in addition to the training set out in subclause 20.3, the training will take place mutually agreed times and Hy-Tec will pay the Contract Carrier the Driver Only Rate if such training takes place outside Normal Working Hours.

21. Liability

Neither Hy-Tec nor the Contract Carrier will not be responsible to the other for any indirect or consequential loss, damage or liability including, without limitation, any loss of (or loss of anticipated) use, production, opportunity, revenue, income, profits, business savings or business interruption resulting from Plant, Agitator, Vehicle or other breakdowns that are beyond the party's reasonable control.

22. Reporting

22.1 Reporting

The Contract Carrier must provide Hy-Tec with immediate verbal notification, followed by prompt written notification, if the Contract Carrier becomes aware of any matter relating to the Contract Carrier or any Driver of which Hy-Tec could reasonably expect to be advised including, but not limited to:

- (a) breakdowns;
- (b) accidents;
- (c) damage to plant or equipment;
- (d) defects in plant or equipment;
- (e) loss or theft of plant or equipment;
- (f) insolvency;
- (g) criminal offences; and
- (h) loss or suspension of driver's licence.

22.2 Requests for Information

The Contract Carrier must provide any further relevant information, explanation, advice and records requested by Hy-Tec in relation to any relevant matter which is the subject of a report by the Contract Carrier or any Driver to Hy-Tec.

23. Contract Administration

23.1 Contract Administration Personnel

Hy-Tec and the Contract Carrier will provide to each other, and maintain, a listing of key personnel and their responsibilities involved in the ongoing administration and performance of this Contract Determination including names, dates and contact numbers including mobile and home telephone numbers.

23.2 Confidential Information

The Contract Carrier acknowledges that all information relating to this Contract Determination and to the current or future business interests, methodology, Hy-Tec Customer and supplier details or affairs of Hy-Tec is and will remain the sole and exclusive property of Hy-Tec. The Contract Carrier must keep all such information confidential and in particular will not disclose such information to any other person except as required by law or with the written consent of Hy-Tec during until five years after termination of this Contract Determination.

23.3 Notices

- (a) Any notice under this Contract Determination must be in writing, in English and signed by a person duly authorised to provide the notice and hand delivered or sent by post or facsimile to the recipient's address for notices set out in this Contract Determination (as may be varied by either party providing written notice to the other party).
- (b) A notice given in accordance with this subclause 23.3 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post, on the second Business Day after the date of posting;
 - (iii) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire notice unless, within eight Business Day after the transmission, the recipient informs the sender that it has not received the entire notice,
 - (iv) but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

23.4 Tax Invoices

Hy-Tec as "Recipient" and the Contract Carrier as "Supplier" agree that in relation to supplies made pursuant to this Contract Determination, for the term of this Contract Determination:

- (a) the Recipient can issue tax invoices in respect of the supplies;
- (b) the Supplier will not issue tax invoices in respect of the supplies;
- (c) the Supplier acknowledges that it is registered for GST when it enters into this Contract Determination and that it will notify the Recipient if it ceases to be registered; and
- (d) the Recipient acknowledges that it is registered for GST when it enters into this Contract Determination and that it will notify the Supplier if it ceases to be registered for GST or if it

ceases to satisfy any of the requirements of any determinations or rulings issued in relation to any Recipient Created Tax Invoice.

23.5 GST

- (a) In this clause:

"Amount of the Consideration" means:

- (i) the amount of any payment for a supply; and
- (ii) in relation to non-monetary consideration, the GST exclusive market value of that in consideration.

"GST" means a goods and services tax or like tax payable in respect of a supply under this Contract Determination.

- (b) All payments to be made by Hy-Tec under this Contract Determination are calculated without regard to GST unless otherwise stated.
- (c) If a supply made by one party ("Supplier") to the other ("Recipient") under this Contract Determination is subject to GST, the Recipient agrees to pay to the Supplier an additional amount equal to the amount of the consideration for the supply multiplied by the prevailing GST rate.
- (d) The additional amount is payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.
- (e) The Supplier agrees to:
 - (i) comply with Part VB of the *Trade Practices Act 1974* (Cth); and
 - (ii) refund any overpayment made by the Recipient under this clause promptly after the actual amount of the overpayment is ascertained.

23.6 Privacy

The Contract Carrier agrees, and will ensure each Driver agrees:

- (a) Hy-Tec may treat, collect, maintain, use and disclose personal information disclosed to Hy-Tec in the manner set out in any privacy policy of Hy-Tec, as may be varied by Hy-Tec from time to time;
- (b) Hy-Tec may disclose information about the nature and extent of Services, including truck utilisation data, to any third parties (including other contract carriers) for the purposes of Hy-Tec's business operations;
- (c) the Contract Carrier will use any personal information Hy-Tec provides to the Contract Carrier, or which the Contract Carrier handles for Hy-Tec, only for the purpose of fulfilling the Contract Carrier's obligations under this Contract Determination;
- (d) the Contract Carrier will take reasonable steps to ensure that any personal information the Contract Carrier holds under this Contract Determination is protected against misuse and loss, and from unauthorised access, modification or disclosure;
- (e) the Contract Carrier will not disclose any personal information without Hy-Tec's written authority (except to the individual to whom the personal information relates) and notify Hy-Tec immediately if the Contract Carrier becomes aware that a disclosure of personal information may be required by law;

- (f) the Contract Carrier will comply with all legislation, principles, industry codes and policies by which the Contract Carrier is bound in connection with the personal information Hy-Tec discloses to the Contract Carrier;
- (g) the Contract Carrier will handle personal information in a manner as directed by Hy-Tec from time to time, provided that the direction will not cause the Contract Carrier to breach any legislation, principles, industry codes or policies by which the Contract Carrier is bound;
- (h) the Contract Carrier will notify Hy-Tec immediately if the Contract Carrier becomes aware that Contract Carrier has breached or will breach any of terms of this subclause 23.6; and
- (i) the Contract Carrier will not do anything with the personal information that will cause Hy-Tec to breach Hy-Tec's obligations under the *Privacy Act* 1988 (Cth).

23.7 Independent Contractor

The Contract Carrier acknowledges that the Contract Carrier is an independent contractor and nothing in this Contract Determination or any Cartage Contract establishes any employment or agency relationship.

23.8 Exclusivity

Each Contract Carrier must use the Vehicle to deliver concrete exclusively for Hy-Tec and must not use the Vehicle to deliver Concrete for any other persons, during term of the Cartage Contract.

24. Area Incidence and Duration

- 24.1 This Contract Determination will apply to Hy-Tec Industries Pty Ltd ABN 90 070 100 702 and Maxi Contract Carriers engaged by them within the State of New South Wales.
- 24.2 This Contract Determination operates to the exclusion of all other contract determinations made before or after the making of this Contract Determination.
- 24.3 This Contract Determination will commence to operate on the first full pay period on after 5 July 2021 and will have a nominal term of three years and continue thereafter in accordance with the *Industrial Relations Act* 1996.

SCHEDULE 1 - RATES, SURCHARGES AND FEES

1. Commercial Sensitivity of Cartage Rates

- 1.1 It is acknowledged by the parties to this Contract Determination that Hy-Tec's Rates, Surcharges and Fees are commercially sensitive for both Hy-Tec and the Contract Carriers.

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 Monday to Friday from 5.00pm and before 7.00pm	\$9.53 per m ³ (min 3.0 m ³)
Surcharge 2	Monday to Friday from 7.00pm and up to and including 5.00am Before 6.00am on a Saturday	\$15.24 per m ³ (min 3.0 m ³)
Surcharge 3	Saturday 1.00pm to 5.00pm	\$15.24 per m ³ (min 3.0 m ³)
Surcharge 4	Saturday after 5.00pm	\$22.54 per m ³
Surcharge 5	Sunday	\$22.54 per m ³
Surcharge 6	Public Holiday	\$30.05 per m ³

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

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*.

SCHEDULE 2 - RMS AUTHORISATION

I,

Insert Full Name

of

.....

Insert Address

.....

Insert Drivers Licence Number

authorise the Roads and Maritime Services of NSW to provide to Hy-Tec Industries Pty Ltd
ABN 90 070 100 70 details relating to the status of any drivers licence held by me at any time.

Signed by

Signature

Witness Signature

Name

Witness Name

Date

Date

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - EXCAVATED MATERIALS, CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

CONTRACT DETERMINATION REPRINT

This reprint of the consolidated contract determination is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 5 May 2023.

E. ROBINSON, *Industrial Registrar*.

Schedule of Variations Incorporated

Award/Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C8278	30/01/15	15 August 2014	377	160
C8787	22/06/18	22 February 2018	383	292
C8916	06/09/19	1 March 2019	385	241
C9550	20/01/23	1 August 2022	393	1506
C9613	24/03/23	1 March 2023	393	1659

DETERMINATION

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Method of Remuneration
3.	Kilometre Rates
4.	Hourly Rates
5.	Other Rates
6.	Payments Included in the Rates
7.	Suitable Vehicle and Loading
8.	Minimum Hire
9.	Personnel
10.	Insurance
11.	Cartage Records
12.	Payment of Accounts
13.	Settlement of Disputes
14.	Double Booking
15.	Breakdowns
16.	Delays
17.	Meal Breaks
18.	Role of the Union
19.	Adjustment of Rates
20.	Superannuation

21. Area, Incidence and Duration

Part B - Rates of Remuneration

Part C - Rise and Fall Formula

Part D - Temporary Fuel Levy

PART A**1. Definitions**

In this contract determination, unless the subject matter or context otherwise indicates or requires:

"The Act" means the *Industrial Relations Act 1996*.

"Contract Carrier" shall be as defined in the Act.

"Contract of Carriage" shall be as defined in the Act.

"Contractor" means "Principal Contractor" as defined in the Act.

"Excavation and Demolition Material" means any material that is removed from the earth at building and/or construction and/or demolition sites.

"Large Material" means material 76.2 cm gauge or over, measured at its maximum dimension (being rock, concrete, tree stumps, footings or R.S.J.s, etc.)

"Sydney City Area" means the area in Central Sydney bounded by City Road, Cleveland Street, Dowling Street, McLachlan Avenue, Waratah Street, Elizabeth Bay and Harbour foreshore to Pyrmont Bridge Road at Blackwattle Bay, and Wentworth Park Road, to Broadway."

"Union" means the Transport Workers' Union of New South Wales (registered under the Act as an Association of Contract Carriers)."

2. Method of Remuneration

2.1 Any contract carrier performing cartage work for a contractor will be paid according to one of the following methods, as determined by the contractor:

2.1.1 kilometre rates as provided in clause 3, Kilometre Rates; or

2.1.2 hourly rates as provided in clause 4, Hourly Rates.

2.2 Notwithstanding subclause 2.1 of this clause, where the contractor determines hourly rates to be the method of remuneration, but requires the contract carrier to complete a nominated minimum number of loads, then the work performed by the contract carrier will be paid for according to the kilometre rate method.

2.3 The contract carrier will be paid a rate based upon the number of axles in the vehicle supplied, except

(i) for a Class 3 Truck and Dog trailer combination (as complies with the Class 3 Truck and Dog Trailer Combination Notice issued by the Roads and Maritime Authority) the rate shall be as specified for "6 axle (48t)"; and

(ii) for a PBS Truck and Dog trailer combination (as complies with the National Class 2 PBS Level 1 and 2A Truck and Dog Trailer Authorisation Notice 2016 (No 1)) issued by the National Heavy Vehicle Regulator, the rates shall be as specified for "PBS T&D".

3. Kilometre Rates

- 3.1 Loading Rate — Every time the contract carrier's vehicle is loaded by the contractor, the contract carrier will be paid the rate in Item 1 of Part B, Rates of Remuneration.
- 3.2 Loading Rate — Extra Capacity — In addition to the rates payable under subclause 3.1 of this clause, the contract carrier will be paid the rate in Item 1A of the said Part B for every cubic metre (or part thereof) carried in excess of the truck's minimum capacity as specified in subclause 7.1 of clause 7, Suitable Vehicle and Loading.
- 3.3 Kilometre Rates — For each kilometre travelled by the contract carrier while working for the contractor, the contract carrier will be paid as follows:
- 3.3.1 0-8 kilometres
Item 2 of Part B
- 3.3.2 Each additional kilometre over 8 kilometres
Item 3 of Part B
- 3.3.3 Each additional kilometre over 25 kilometres
Item 4 of Part B
- 3.3.4 Half kilometres - to be paid pro rata.
- 3.4 Kilometre Rates - Extra Capacity - In addition to the rates payable under subclause 3.2 of this clause, the contract carrier will be paid the following rates for each kilometre travelled for each cubic metre (or part thereof) carried in excess of the truck's minimum capacity as specified in subclause 7.1 of the said clause 7:
- 3.4.1 0-8 kilometres
Item 2A of Part B
- 3.4.2 Each additional kilometre over 8 kilometres
Item 3A of Part B
- 3.4.3 Each additional kilometre over 25 kilometres
Item 4A of Part B
- 3.4.4 Half kilometres — to be paid pro rata.
- 3.5 Wet Weather - Where the contract carrier is prevented from commencing work due to wet weather, the contract carrier shall be paid one hour's appearance money at the hourly rate referred to in subclause 4.1 of clause 4, Hourly Rates. If the contract carrier is asked by the contractor to remain on-site during site preparation, the contract carrier will be paid waiting time at the same hourly rates.
- 3.6 Loading Time -
- 3.6.1 When loading time, being from the time of arrival on-site by the contract carrier to the time of departure from site, exceeds ten minutes, the excess time shall be compensated for at the hourly rates referred to in the said subclause 4.1.
- 3.6.2 This paragraph does not apply to the commencement of the day's work or to the recommencement of work after the meal break.
- 3.7 Delays - All time spent by the contract carrier on the sites at the instruction of contractors will be paid for at the hourly rate referred to in subclause 4.1.

4. Hourly Rates

- 4.1 For each hour the contract carrier spends carrying excavated and demolition material (including returning to a site unloaded), the contract carrier will be paid the hourly rate in Item 6 of Part B, Rates of Remuneration.
- 4.2 In addition to the rates payable under subclause 4.1 of this clause, the contract carrier will be paid the rate in Item 6A of the said Part B for every cubic metre (or part thereof) carried in excess of the truck's minimum capacity as specified in subclause 7.1 of clause 7, Suitable Vehicle and Loading.
- 4.3 Travelling Time — The contract carrier will be paid one hour travelling time at the hourly rate referred to in subclause 4.1.
- 4.4 Wet Weather — When the contract carrier is prevented from commencing work by wet weather no payments shall be made, except for the payment of one hour travelling time as per subclause 4.2 of the said clause 4. This also applies to work suspended owing to wet weather.
- 4.5 Delays — All time spent by the contract carrier on the sites at the instruction of contractors will be paid for at the hourly rate referred to in subclause 4.1.

5. Other Rates

- 5.1 Should the Contractor Direct the Contract Carrier to Alternative Work, then the contractor shall pay to the contract carrier travelling time in the manner provided by subclause 4.2 of clause 4, Hourly Rates.

6. Payments Included in the Rates

Both the kilometre rates and the hourly rates have been calculated to include the following payments:

20 days annual leave;

five days leave loading;

all public holidays as provided for by applicable legislation;

34.8 hours long service leave per annum;

64 hours sick leave per annum; and

rostered industry day off

7. Suitable Vehicle and Loading

- 7.1 The contract carrier shall supply a vehicle with a minimum body size of the appropriate capacity specified below:

Truck Type (No. of Axles)	Loading Capacity (Cubic Metres)
Two-axle Trucks	5.78
Three-axle Trucks	9
Four-axle Trucks	10.93
Five-axle Trucks (Articulated)	17
Six-axle Trucks (Articulated)	19
Seven-axle Trucks (Articulated)	21.93

- 7.2 In other respects, the contract carrier will supply and keep serviceable a vehicle that is suitable to the contractor. The contract carrier will obtain the approval of the contractor as to the type and condition of the vehicle before it is brought into service.

- 7.3 Loading - All reasonable efforts shall be taken by the contractor and the contract carrier not to overload any contract carrier's vehicle.

8. Minimum Hire

- 8.1 When contract carriers engaged on hourly or kilometre rates are prevented from working for reasons other than wet weather, a minimum of four hours at the hourly rate referred to in subclause 4.1 of clause 4, Hourly Rates, plus one hour paid travelling time, as provided for in subclause 4.2 of the said clause 4, will be paid to the contract carrier; provided if for work performed a higher amount would be payable if the kilometre rates in clause 3, Kilometre Rates, were applied, then that higher amount will be paid to the contract carrier.
- 8.2 The payment of the minimum hire is on the condition that the contract carrier is not given alternative work by the original contractor who engaged the contract carrier for that day.

9. Personnel

- 9.1 The contract carrier shall not employ any persons without prior approval being obtained from the contractor.
- 9.2 Drivers employed by contract carriers pursuant to clause 8.1 - Minimum Hire, must be employed at least under the minimum terms and conditions (whether governed by legislation or industrial instrument) that apply to the driver's employment.

10. Insurance

- 10.1 The contract carrier must, in all circumstances, be covered by the following insurance policies:

Motor Vehicle Third Party (Personal);
Motor Vehicle Third Party (Property); and
workers' compensation, where required by law;
personal sickness and accident;
public risk liability.

The contract carrier will obtain and bear the expense of the above insurance policies.

- 10.2 the insurance policies referred to in subclause 10.1 of this clause are to be submitted to the contractor for perusal and return prior to the commencement of work at any site. The contractor shall keep such copies of these insurance policies as is necessary to prove their currency upon request by the Union. The contractor shall not allow any Contract Carrier who does not have such insurance policies current to commence work. The Contractor shall request further perusal of the policies thereafter at regular intervals and may do so at any time. The policies are to be renewed whenever required so that they remain current at all times.

11. Cartage Records

The contract carrier is required to undertake to prepare their accounts according to the reasonable requirements of the contractor to whom they are contracted and to submit these accounts to the contractor every seven days, or as requested.

12. Payment of Accounts

- 12.1 The contractor is required to pay accounts for work performed pursuant to this determination within 14 days of the end of the month in which the work was done.
- 12.2 The contractor shall reimburse the contract carrier for all bridge/expressway tolls and like charges incurred as a result of such contract carrier in the performance of work for the contractor following a route nominated or approved by the contractor.

13. Settlement of Disputes

- 13.1 It is understood and accepted by all parties to this determination that work shall continue normally while the settlement of disputes procedure provided for in this clause is followed.
- 13.2 The procedure of the settlement of disputes will be as follows:
- 13.2.1 When there is a disagreement, the contract carrier shall attempt to resolve the matter by negotiating with the contractor or a representative of the contractor on-site.
- 13.2.2 Where the matter remains unresolved, the union delegate or representative on-site will attempt to resolve the matter by negotiating with the contractor or a representative of the contractor on-site.
- 13.2.3 If the matter remains unresolved, it shall then be discussed between an official of the union or any other person authorised to represent the union and the contractor, who may be accompanied or represented by officers or representatives of any association of employing contractors or other employer association of which the contractor is a member.
- 13.2.4 If the matter remains unresolved, notification may be made to the Industrial Relations Commission of New South Wales by either party under the terms of the Act.

14. Double Booking

Contract carriers who accept two or more jobs and who thereby fail to fulfil their obligations to at least one job, causing extensive costs for individual contractors in idle equipment and labour, shall be reported to the union which shall, after investigating the circumstances of the matter, take action against such contract carrier.

15. Breakdowns

The contractor shall not be responsible for any loss incurred by the contract carrier resulting from breakdowns of vehicles. Vehicles that continually break down must be replaced by the contract carrier in accordance with subclause 7.2 of clause 7, Suitable Vehicle and Loading.

16. Delays

Delays on sites beyond the control of the contractor (e.g., late arrivals of employees or plant breakdowns) shall not attract any penalty payment for the contract carrier.

17. Meal Breaks

Contract carriers shall take their meal breaks at the same time as employees on the site to which they are contracted. Only one half hour meal break per shift is to be taken by the contract carrier.

18. Role of the Union

The role of the Transport Workers' Union of Australia, New South Wales Branch, and its Tip Truck Section, as the representative of the industrial interests of contract carriers, is recognised by the parties to this determination.

19. Adjustment of Rates

The rates as set out in Part B - Rates of Remuneration, shall be adjusted every 12 months in accordance with the cartage rate formula as set out in Part C - Rise and Fall Formula.

20. Superannuation

All contract carriers will have a current superannuation policy into which are paid, by the contract carrier, payments at least equal to current statutory or award superannuation entitlements applicable to an employee

driving the same class of vehicle as that driven by the contract carrier. Proof of this superannuation policy is to be submitted to the contractor for perusal and return prior to the commencement of work at any site. The contractor may request further perusal of the proof of the policy thereafter at any time.

21. Area, Incidence and Duration

This determination applies to all contracts of carriage of excavated and demolition material and to all contractors and contract carriers engaged in or in connection with such work in the State of New South Wales, provided that it will not apply to persons covered by the former Industrial Agreement No. 7743, between the union and the Roads and Traffic Authority, or any agreement succeeding or replacing that agreement.

This determination rescinds and replaces the Transport Industry - Excavated Materials Contract Determination published 9 July 1986 (242 I.G. 89), as varied. It shall commence on and from 1 March 2019. This determination shall remain in force thereafter for a period of three years.

PART B

Rates of Remuneration

- This Part applies to all Contracts of Carriage performed on or after 1 March 2023

Item	2 Axles (\$)	3 Axles (\$)	4 Axles (\$)	5 Axles (\$)	6 Axles (\$)	6 Axles (48t) (\$)	7 Axles (\$)	PBS T&D (\$)
1. Loading Rate	20.762	32.328	39.264	46.717	50.309	53.887	54.661	58.239
1A. Extra Capacity (per cubic metre)	3.578	3.578	3.578	3.578	3.578	x	3.578	x
2. Kilometre Rate (0-8 Km)	5.221	8.134	9.877	11.753	12.654	13.554	13.751	14.652
2A. Extra Capacity (per cubic metre)	0.901	0.901	0.901	0.901	0.901	x	0.901	x
3. Kilometre Rate (over 8 - 25 km)	4.831	7.524	9.141	10.874	11.714	12.548	12.727	13.561
3A. Extra Capacity (per cubic metre)	0.834	0.834	0.834	0.834	0.834	x	0.834	x
4. Kilometre Rate (over 25 km)	3.800	3.800	3.800	3.800	3.800	4.574	3.800	4.574
4A. Extra Capacity (per cubic metre)	0.774	0.774	0.774	0.774	0.774	x	0.774	x
6. Hourly Rate	68.072	105.996	128.782	153.109	164.891	176.666	187.622	199.397
6A. Extra Capacity (per cubic metre)	11.775	11.775	11.775	11.775	11.775	x	11.775	x

PART C

Rise and Fall Formula

- The rates prescribed in Part B may be adjusted each year upon application to the Industrial Relations Commission of New South Wales.
- Application for adjustment shall be made by reference to the weighted movement in the following benchmarks for each cost component, calculated as at the end of the full quarter immediately preceding the variation, with each adjustment application based upon the rates and amounts in the immediately preceding variation.

Component Current	Benchmark	Current Index	Weighting
Wages	Road Transport and Distribution Award 2010, Grade Three Transport Worker	\$889.10	35.18
Capital	ABS Consumer Price Index (CPI), Motor Vehicles, Australia	107.3	19.07
Insurances	ABS CPI, Insurance, Australia	145.1	5.95
Registration	ABS CPI, Transportation Group, Other Services in respect of motor vehicles	137.5	3.30
Repairs & Maintenance	ABS CPI, Transportation Group, Maintenance and Repair of Motor and Repair of motor vehicles	128	18.27
Tyres	ABS CPI, Transportation Group, Spare Parts and Accessories for motor vehicles	128	4.97
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.	120.97	9.78
Administration	ABS CPI, All Groups, Sydney	128.6	3.47
Total			100

3. If the cost components, excepting fuel, change such that it causes an increase in the total remuneration of 2 percent or more from the date of the last variation, an interim adjustment may be made. An application to vary rates of remuneration for changes in the price of fuel may be made at any time, provided that the date upon which any rate adjustment is sought to become operative is at least one calendar month after the last occasion upon which a fuel rate adjustment became operative.
4. Each cost component will be re-weighted after each adjustment.
5. Parties to this Determination will confer with a view to reaching agreement on any application for adjustment on any application for adjustment. In the absence of agreement the rates and amounts shall be determined by the IRC.
6. Notwithstanding anything contained in this Part, a variation shall not be retrospective in operation but shall operate from a date not earlier than the date upon which it is made.

PART D

Temporary Fuel Levy

APPLICATION

1. This Part applies to all Contracts of Carriage performed on or after 1 March 2023.

BACKGROUND

2. This Part was introduced by the IRC in Matter No. 2022/174729 as a temporary measure to respond to significant fluctuations in the price of fuel and the temporary inability for Contract Carriers to claim fuel tax credits.

THE SURCHARGE

3. In addition to all other amounts set out in this Determination, a Principal Contractor must pay a Contract Carrier an additional amount (the Temporary Fuel Levy).
4. The Temporary Fuel Levy shall be paid as a percentage of the total amounts payable to the Contract Carrier under this Determination.
5. For Contracts of Carriage performed on or after 1 March 2023, the Temporary Fuel Levy shall be 6.4%.

REVIEW

6. The Temporary Fuel Levy shall be reviewed on a monthly basis, subject to an application being made to the IRC.

7. The Temporary Fuel Levy shall be calculated by applying the following formula:

$$((x-y) / y) * z$$

where:

x = 200.07 (being the mean of all weekly retail diesel prices (NSW State Average) published by the Australian Institute of Petroleum for weeks ending in the prior calendar month, in cents, exclusive of GST;

y = 120.97 (being the current index price of fuel as set out in part C of the Determination); and

z = 0.0978, (being the weighting applied to the fuel component as set out in part C of the Determination); and

9. The Temporary Fuel Levy shall be rounded to one decimal place.

10. Parties seeking a variation to the Temporary Fuel Levy shall make an application to the IRC by the second Monday of the relevant calendar month.

11. The revised Temporary Fuel Levy will apply from the first day of the following calendar month.

12. As the Temporary Fuel Levy responds to fluctuations in fuel prices, it may increase or decrease from time to time.

OTHER PROVISIONS

13. The Temporary Fuel Levy may be offset by any payments made to a Contract Carrier in excess of the amounts prescribed elsewhere in this Determination.

14. Leave is reserved for any party to apply to vary the operation of this Part in circumstances where the Principal Contractor:

- a. provides the Contract Carrier with fuel, either for free or at a cost below the prevailing market rate;
- b. directly reimburses the Contract Carrier for some or all of their fuel costs; or
- c. otherwise compensates the Contract Carrier for their fuel costs.